FORT PIERCE UTILITIES AUTHORITY
REGULAR MEETING
AGENDA

TUESDAY
September 5, 2023 2:00 PM
City Commission Chambers
100 North U.S. #1, Fort Pierce, Florida

MEETING TO ORDER

Opening Prayer Alice Delannoy, Treasure Coast Energy Center

Pledge of Allegiance

ROLL CALL AND DECLARATION OF A QUORUM

A. SET THE AGENDA

B. APPROVAL OF MINUTES:

1. Approve the Minutes of the Regular Meeting on August 1, 2023.

C. COMMENTS FROM THE PUBLIC:

D. CONSENT AGENDA:

1. FMEA Mutual Aid Agreement Supplement. Presented by Javier Cisneros.
2. RFQ 23-35-085: Approve Award of Bid and Contract for Miscellaneous Plumbing Services with Southpaw Plumbing and Metering Services LLC of Fort Pierce, Florida in an amount not to exceed $15,000 annually. The initial term of this Contract will be upon execution through September 30,2024, with four one-year renewal options, contingent on receiving the required Certificate(s) of Insurance. Presented by Eric Winterstein.
3. Approve the use of and authorize the Chair to sign the Engagement Letter with Jackson Lewis P.C., for legal services in connection with general labor and employment law advice and counsel on an as needed basis. Presented by Caroline Valentin.
4. Approve a Contract with Treasure Coast Bounce House and Party Rentals LLC., of Port Saint Lucie, Florida, in the amount of $314.92, for the rental of a dunk tank on September 8, 2023. Presented by Rachel Tennant.

E. RECOGNITION OF EXCELLENCE:

F. OLD BUSINESS:

G. NEW BUSINESS:

1. Economic Development Council of St. Lucie County Presentation – Presented by Peter Tesch.
2. Approve Budget Transfer Request in the amount of $300,000 to cover the remaining cost to complete the water main replacement and upsizing project, on Orange Avenue from 25th Street to 32nd Street. Presented by Lugey Dawson.
3. June 2023 Quarterly Financial Operating Results. Presented by Michele Harris.

H. AWARD OF BID:

I. RESOLUTIONS:

PUBLIC HEARINGS

1. The first reading of the Resolution UA 2023-08 Electric Rate Adjustments. PUBLIC HEARING, second reading, and presentation for approval will be at 4:00 on September 19, 2023. Presented by Barbara Mika.
2. The first reading of the Resolution UA 2023-09 Gas Rate Adjustments. PUBLIC HEARING, second reading, and presentation for approval will be at 4:00 on September 19, 2023. Presented by Barbara Mika.
3. The first reading of Resolution UA 2023-10 Water Rate Adjustments. PUBLIC HEARING, second reading, and presentation for approval will be at 4:00 on September 19, 2023. Presented by Barbara Mika.
4. The first reading of Resolution UA 2023-11 Wastewater Rate Adjustment. PUBLIC HEARING, second reading, and presentation for approval will be at 4:00 on September 19, 2023. Presented by Barbara Mika.

J. DIRECTOR:

K. ATTORNEY:

L. COMMENTS FROM BOARD MEMBERS:

M. ADJOURN

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY, TUESDAY, AUGUST 1, 2023, 4:00 P.M., CITY COMMISSION CHAMBERS.

Members Present: Chairman Kristina Gibbons, Vice Chair Barbara Bennett; Secretary Larry Lammers; Deputy Secretary Frank H. Fee, IV; and Mayor Linda Hudson.

Others present: Javier Cisneros, Director of Utilities; Barbara Mika, Director of Finance and Administrative Services; Daniel Retherford, Director of Utility Support Services; Bo Hutchinson, Director of Water/Wastewater Systems, Craig Crawford, Director of Electric & Gas Systems, and Caroline A. Valentin, General Counsel to FPUA Board.

The meeting was called to order by Madam Chair Kristina Gibbons.

Opening Prayer was by Carol Wilson, Human Resources.

The Pledge of Allegiance was recited.

The roll was called and a quorum declared.

ITEM A: SET THE AGENDA

A motion was made by Mayor Hudson, seconded by Mr. Lammers, and unanimously carried to approve the set agenda.

ITEM B: APPROVAL OF MINUTES

A motion was made by Mr. Fee, seconded by Mrs. Bennett, and unanimously carried to approve the Minutes of the Regular Meeting of June 20, 2023.

ITEM C: COMMENTS FROM THE PUBLIC

ITEM D: CONSENT AGENDA

A motion was made by Mr. Fee, seconded by Mr. Lammers, and unanimously carried to approve the Consent Agenda.

ITEM E: RECOGNITION OF EXCELLENCE

ITEM F: OLD BUSINESS

ITEM G: NEW BUSINESS

1. POA 18-40A: 1) Approve the single source purchase of Honeywell Electric Meters from Elster Solutions, LLC of Raleigh, North Carolinas, in an amount not to exceed $172,563.30 and 2) approve $165,464 for future purchases for projects, for a total of $338,027.30. The total cost includes extended four-year warranty(s).

A motion was made by Mr. Fee, seconded by Mayor Hudson, and unanimously carried to 1) approve the single source purchase of Honeywell Electric Meters from Elster Solutions, LLC in the amount not to exceed $172,563.30 and 2) approve $165,464.00 for future purchases for projects, for a total of $338,027.30.

ITEM H: AWARD OF BID

ITEM I: RESOLUTIONS

1. Adopt Resolution No. UA 2023-07, a resolution adopting budget for fiscal year beginning October 1, 2023 and ending September 30, 2024 and amending the budget for fiscal year beginning October 1, 2022 and September 30, 2023, for Fort Pierce Utilities Authority of the City of Fort Pierce, Florida.

A motion was made by Mayor Hudson, seconded by Mr. Fee, and unanimously carried to adopt Resolution No. UA 2023-07, a resolution adopting budget for fiscal year beginning October 1, 2023 and ending September 30, 2024, and amending the budget for fiscal year beginning October 1, 2022 and ending September 30, 2023.

ITEM J: DIRECTOR

Mr. Cisneros mentioned upcoming events, including the strategic planning session scheduled for August 16, 2023 and cancellation of the August 15, 2023 board meeting. The Power Cost Adjustment and Public Service Commission Index will be presented in September. An update was provided on

Emergency Purchases procured under the Emergency Purchase Policy that was Board approved in March, and natural gas rates.

ITEM K: ATTORNEY

Mrs. Valentin discussed legislative materials discussed at the conference in July.

ITEM L: COMMENTS FROM BOARD MEMBERS

Mayor Hudson mentioned the video highlighting FPUA would be made available on the government channel.

Madam Chair mentioned nuclear power and joining the FMPA Policy Maker's Liaison Committee.

Madam Chair Gibbons said meeting adjourned.

ITEM M: ADJOURN

There being no further business, the meeting was adjourned at 5:41 pm.

ATTEST:

_____ _____

SECRETARY CHAIRMAN

Note: These minutes are not verbatim, only important issues and motions are reproduced in writing for the benefit of the Fort Pierce Utilities Authority and Board Members. The recording itself is the official record for the meeting.

Fort Pierce Utilities Authority

206 South Sixth Street (34950)|PO Box 3191, Fort Pierce, FL 34948-3191|Phone: 772-466-1600

FPUA COMMUNITY PROUD

BOARD SUBMISSION FORM

Department: 11 – Director of Utilities

Board Meeting Date: **9/5/2023**

Item: _____ **Regular Agenda** X **Consent Agenda**

Subject FMEA Mutual Aid Agreement

Recommendation:

Approval of FMEA Mutual Aid Agreement.

Reviewed By Attorney: X Yes ____ No

Funds Available From: ____ No Funds Needed X Budgeted

Approvals:

System Director: _____

Director of Financial Services: _____

Director of Utilities: Javier Cisneros

MUTUAL AID AGREEMENT
STATEMENT OF PRINCIPLES FOR REIMBURSEMENT AND DOCUMENTATION MATTERS

This statement of principles may be used by the Florida municipal electric utilities, and other electric utilities within or outside of the State of Florida, that have exchanged forms of the American Public Power Association, Inc. ("**APPA**") mutual aid agreement, via APPA and the Florida Municipal Electric Association, Inc., and that wish to adhere to the following supplemental provisions when providing or receiving mutual aid assistance:

1. **No Amendment**. This statement of principles may be used by any Florida municipal electric utility or other electric utility providing (as the "**Providing Entity**") or receiving (as the "**Requesting Entity**")[1] mutual aid assistance, but it does not amend the APPA Mutual Aid Agreement, and is not to be interpreted or construed to do so. However, the parties hereby agree that this statement of principles applies to any mutual aid provided or received between them; this statement of principles supplements the APPA mutual aid agreement previously entered into by the parties; to the extent there are any terms that conflict, the APPA mutual aid agreement controls.

2. **Supplemental Reimbursement Matters**. The following reimbursement matters are hereby established and deemed by the Providing Entity and the Requesting Entity to be helpful to the work to be performed for mutual aid assistance, the subsequent invoicing and payment effort, and any following Federal Emergency Management Agency ("**FEMA**") reimbursement effort:

(1) *Travel Time Pay*. The Requesting Entity will reimburse the Providing Entity for the actual costs it incurs for the travel time of its personnel (*i.e.*, pay and benefits), as follows: (A) when the Providing Entity is traveling to the Requesting Entity, from the time the Providing Entity's personnel leave its home facility until such personnel arrive at the Requesting Entity's muster or intake location; and (B) when the Providing Entity is returning to its home facility from the Requesting Entity's location, from the time the Providing Entity's personnel leave its last work or overnight accommodation location until it arrives at its home facility. If equipment breaks down or is damaged during travel and the Providing Entity requires certain of its personnel to stay with the equipment until repairs are made, the Requesting Entity will reimburse the Providing Entity for the actual costs it incurs to pay its personnel, related to equipment repair waiting time. If the Providing Entity is released from mutual aid assistance by the Requesting Entity, and travels to a subsequent utility to provide mutual aid, the Requesting Entity has no liability for the Providing Entity's costs incurred for its personnel to travel from the Requesting Entity location to the subsequent utility's location for additional mutual aid assistance. For equipment, hourly or mileage rates will only be reimbursed by the Requesting Entity

[1] Note that "**Responder**" has been changed to "**Providing Entity**" and "**Utility**" has been changed to "**Requesting Entity**" throughout the document to align with the use of FEMA terms. However, these changes are not shown in redline, to avoid unhelpful redlining.

for equipment travel time when equipment is in operation for travel (for example, equipment that travels loaded on a trailer is not subject to hourly or mileage rates for travel).

(2) *Emergency Travel; Crew Swaps*. The Requesting Entity will reimburse the Providing Entity for its travel costs incurred (*e.g.*, plane tickets) for travel for personnel who have to return home on an emergency basis from mutual aid assistance. Taking into account due exigencies, the Providing Entity will endeavor to limit or minimize emergency travel costs. The Providing Entity's costs for swapping crews will be reimbursed on a not less than two-week crew rotation basis. The Requesting Entity will not be responsible for the Providing Entity's costs in swapping crews on a less than two week basis, or for replacing personnel who have to return home from mutual aid assistance for reasons that are not an emergency. As used in this clause (2) of section 2, "**emergency**" means an exigent or severe circumstance that requires an individual to return home as soon as reasonably possible to meet family, personal, or similar needs. An example of an emergency includes the death or severe illness (requiring hospitalization or non-elective surgical intervention) of a close family member. As the term is used here, "emergency" does not include planned or elective matters such as vacations, weddings, birthdays, graduations, court dates, elective medical procedures, or similar activities.

(3) *Equipment Breakdown Costs*. If any of the Providing Entity's equipment breaks down or is damaged as a direct result of performing mutual aid assistance for the Requesting Entity, more than 50 miles from the Providing Entity's home facility, and must be repaired prior to returning to the Providing Entity's home facility (*e.g.*, a truck breaks down and is inoperable), then the Requesting Entity will reimburse the Providing Entity for its actual repair costs, unless the Providing Entity is charging the Requesting Entity for such equipment using FEMA rates (which are inclusive of repair costs). The Requesting Entity is not responsible for repair costs of the Providing Entity's equipment that breaks down, but does not have to be repaired for it to be returned to the Providing Entity's home facility (*e.g.*, a bucket lift mechanism fails, but does not render a truck inoperable to be driven back to the Providing Entity's home facility). The Requesting Entity is also not responsible for repair costs of equipment that breaks down or is damaged before arriving at the Requesting Entity's location. To the extent that there is a reasonable basis for any of Providing Entity's personnel to stay with the equipment while repairs are being made, where the Requesting Entity is responsible for the costs of such repairs pursuant to the first sentence of this clause (3), the Requesting Entity's obligations for Providing Entity's personnel costs is hereby limited to (A) the minimum number of personnel that need to remain with the equipment for repairs and return of the equipment to Providing Entity's home facility, and (B) no more than 8 hours of straight time pay per day for such personnel who are remaining with the equipment during repairs.

(4) *Food*. If the Requesting Entity provides food (including meals, snacks, or both) for the Providing Entity's personnel providing mutual aid assistance, the Requesting Entity will not be responsible for food costs incurred by the Providing Entity, unless the nature of the

mutual aid assistance work or other events prevent the Providing Entity's personnel from physically being able to eat the food provided by the Requesting Entity. The Requesting Entity will not be responsible for food costs for the Providing Entity's personnel while they are traveling, beyond *per diem* meals and incidentals rates established and published from time to time by the United States General Services Administration (GSA) for the area where the mutual aid work is to occur. (GSA *per diem* rates may be available at https://www.gsa.gov/travel/plan-boo/per-diem-rates.)

(5) *Laundry Services*. If the Requesting Entity provides laundry services for the Providing Entity's personnel providing mutual aid assistance, the Requesting Entity will not be responsible the Providing Entity's separate costs incurred for its personnel's laundry. If the Requesting Entity does not provide such laundry services, it will reimburse the Providing Entity for actual laundry costs incurred for Providing Entity's personnel.

(6) *Hotel Accommodations*. The Requesting Entity must either arrange for or approve Providing Entity's hotel accommodations during travel and in the locale of mutual aid assistance work. Except to the extent that double-occupancy hotels rooms are not available, the Requesting Entity will only reimburse the Providing Entity for its hotel costs incurred on a double-occupancy basis. The Requesting Entity will reimburse the Providing Entity only for hotel room night costs, and will not be responsible for miscellaneous or individual charges, such as mini bar charges, room service, telephone calls, in-room movies, and business center charges (unless the Providing Entity provides documentation that business center charges are related to the provision of mutual aid assistance to the Requesting Entity). If the Requesting Entity provides accommodations in the locale of mutual aid assistance work (*e.g.*, base camps), the Requesting Entity will not be responsible for the Providing Entity's costs for hotel accommodations, except during travel.

(7) *Personal Item Costs*. The Requesting Entity will not be responsible for reimbursing the Providing Entity for any costs incurred by the Providing Entity for personal items that are for individual comfort or convenience of the Providing Entity's personnel. This includes items such as snuff or other tobacco products, coolers, toiletries, medicines, non-work consumables, *etc,*.

(8) *Materials and Supplies*. The Requesting Entity will only be responsible for reimbursing the Providing Entity for materials and supplies that it purchases, or supplies to its personnel providing mutual aid assistance from inventory, to the extent such materials and supplies are of a reasonable quantity for the number of the Providing Entity's personnel performing mutual aid assistance. For personal equipment such as safety equipment, safety glasses, rubber sleeves, flame retardant clothing (FR2), belts, climbers, boots, gloves, raincoats, hardhats, etc., there is a presumption by the Requesting Entity that the labor rates for the Providing Entity's personnel include the provision of such personal equipment. However, if the Providing Entity needs to purchase or issue such personal equipment to its personnel providing mutual aid assistance, and seeks reimbursement

from the Requesting Entity for the same, the Providing Entity must provide documentation as to the necessity of providing such personal equipment for that mutual aid assistance effort. In that case, the Requesting Entity will only be responsible for reimbursing the Providing Entity for such personal equipment (A) in an amount that corresponds to the number of personnel needing such equipment and providing mutual aid assistance, with a minimal, reasonable allowance for extra items, and (B) only to the extent that such personal equipment cannot be reused by the Providing Entity's personnel after the mutual aid assistance is completed. For items of the Providing Entity's inventory that is used or incorporated into the Requesting Entity's electrical system in the performance of mutual aid assistance, the Requesting Entity will reimburse the Providing Entity only for inventory items where there is documentation showing that such inventory items were used or incorporated into the Requesting Entity's electrical system.

3. **Documentation to Support the Providing Entity's Costs in Providing Mutual Aid Assistance**. As FEMA reimbursement for mutual aid assistance costs incurred by the Requesting Entity may require the Requesting Entity to provide extensive documentation concerning the Providing Entity's work to support its FEMA reimbursement claims, the Requesting Entity requests and the Providing Entity hereby agrees to provide the following information for its mutual aid assistance rendered to the Requesting Entity:

(1) For the Providing Entity's wages and salaries, including benefits, the Providing Entity will provide a copy of its pay and benefits policy(ies), including information that identifies its labor rates, benefits, overtime pay, and any special pay that may be applicable to mutual aid assistance.

(2) The Providing Entity will provide documentation to support all mobilization costs and document each item of mobilization costs incurred and billed to the Requesting Entity.

(3) For personnel travel, the Providing Entity will identify for each vehicle, who is driving and who is a passenger, including all changes of drivers.

(4) The Providing Entity will identify which equipment travels with which crews in a way that permits the Requesting Entity to identify crew and equipment together, including any changes of equipment or crews that occurs during the mutual aid assistance effort.

(5) For crew swaps and any replacement of the Providing Entity's personnel providing mutual aid assistance, on an emergency or non-emergency basis, the Providing Entity will provide a log or other documentation identifying each individual's starting and ending time for the whole of the Providing Entity's mutual aid assistance effort to the Requesting Entity.

(6) Unless using FEMA standard rates, which include fuel, the Providing Entity will track all fuel costs and provide documentation for all of its actual costs for fuel for all vehicles and equipment. Fuel receipts must indicate the volume of fuel purchased and the cost per measured unit.

(7) If the Providing Entity is aware, or is notified by the Requesting Entity, that its rates for equipment and personnel are higher than standard FEMA rates, the Providing Entity will provide documentation justifying the higher rates to the reasonable satisfaction of the Requesting Entity, including without limitation the calculation of benefits to show that benefits are not calculated on overtime pay in a manner that provides the Providing Entity with excessive general and administrative (i.e., overhead) cost recovery.

(8) The Providing Entity will respond in the full, to the best of its knowledge and ability, to all requests for documentation from the Requesting Entity related to the Requesting Entity's FEMA reimbursement claims.

(9) If the Providing Entity is released from mutual aid assistance and travels to a subsequent utility to provide mutual aid, instead of returning to its home facility, the Providing Entity will identify the subsequent utility and provide contact information for such subsequent utility.

(10) For any equipment repair costs that are reimbursable to the Providing Entity pursuant hereto, the Providing Entity will provide all documentation and other maintenance records that demonstrate the equipment was regularly maintained and in good operational order prior to the breakdown or damage. For equipment damage repairs, the Providing Entity shall provide all available details on when, where, and how the damage occurred.

4. **Invoice Documentation**. The Providing Entity will provide the following information to support its invoice(s) to the Requesting Entity:

(1) If the Providing Entity is billing by time and equipment rates (*i.e.*, not using FEMA rates):

(A) a rate sheet for all labor and equipment charges (with the FEMA benefit calculation sheet for indirect labor charge evidence);

(B) daily timesheets and equipment logs signed (or otherwise electronically approved, as applicable) by authorized field personnel indicating for each work location or task:

(i) each employee's name, position, type of employment (*i.e.*, full-time exempt, full-time non-exempt, part-time, temporary, *etc.*) and days and hours worked;
(ii) each employee's rate of pay for regular hours and overtime hours;
(iii) the number of hours worked by each employee as regular hours and overtime hours;

(iv) location of the work, unless location(s) of the work are directed by the Requesting Entity, including pole number, address, or other reasonable identification information;
(v) detailed description of the work, unless kept by the Requesting Entity
(vi) details of all equipment used, including date of use, trip origin odometer reading, trip destination odometer reading, make, model, vehicle number, and hours used; and
(vii) miscellaneous expenses (including copies of all receipts);

(C) charges for the Providing Entity's general and administrative (G&A) costs, which the Providing Entity must include as a separate line item in invoicing to the Requesting Entity, if requested; and

(D) charges for hotel and food while traveling to and from the mutual aid assistance destination with detail (*i.e.*, name(s) of room occupant(s), name and location of hotel, itemized food receipts (if any), names of personnel consuming food).

(2) If the Providing Entity is utilizing FEMA equipment rates, fuel, maintenance, and repair costs cannot be separately charged.

5. **Return of the Requesting Entity's Equipment**. Providing Entity shall comply with this section 5 unless the Requesting Entity provides different direction. To ensure that all of the Requesting Entity's equipment, inventory, machinery, supplies, or other items issued to or used by the Providing Entity's personnel during mutual aid assistance is returned to or used for the Requesting Entity, the Providing Entity will identify a crew leader for each of its crews, and the crew leader will each day log any of the Requesting Entity's equipment, inventory, machinery, supplies, or other item issued to or used by that crew in that day's mutual aid assistance effort. Such crew leader's log will identify all items that are incorporated into the Requesting Entity's electrical system, or consumed in the mutual aid assistance effort (for consumables). (Miscellaneous low cost and other *de minimis* items (*e.g.*, nuts and bolts) may be estimated.) All other items on the crew leader's log will be checked-back to the Requesting Entity, by the crew leader, prior to the Providing Entity's crew being released by the Requesting Entity from mutual aid assistance.

6. **Other Requesting Entity Requirements**. The Requesting Entity may request or require information and documentation requirements than are in addition to what is provided in this statement of principles. Nothing in this statement of principles supersedes or negates any of the Requesting Entity specific requirements. In the event of a conflict between this statement of principles and the Requesting Entity's own documentation, the Requesting Entity's documentation controls.

[*Acknowledgement Sheet Follows*]

on behalf of

Utility or Company: _____

_____ Name: _____

Initials

Title: _____

D-2

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600

Board Submission Form

8/28/2023

Department: 35 - Facilities

Board Meeting Date: 09/05/2023

Item Type: Consent Agenda

Subject: Misc Plumbing

Recommendation:

RFQ 23-35-085: Approve Award of Bid and Contract for Miscellaneous Plumbing Services with Southpaw Plumbing and Metering Services LLC of Fort Pierce, Florida in an amount not to exceed $15,000 annually. The initial term of this Contract will be upon execution through September 30,2024, with four one-year renewal options, contingent on receiving the required Certificate(s) of Insurance. Presented by Eric Winterstein.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director:	RETHERFORD, DANIEL PAUL	Aug 24 2023 10:19AM
Director of Finance:	MIKA, BARBARA A.	Aug 22 2023 5:46PM
Director of Utilities:	CISNEROS, JAVIER	Aug 28 2023 11:12AM

Fort Pierce Utilities Authority

Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Daniel Paul Retherford, Director of Util Support Svcs.

FROM: Eric R. Winterstein, Cfm, Facilities And Fleet Super

DATE: August 28, 2023

SUBJECT: **Misc Plumbing**

PRESENTER(S): Eric Winterstein

RECOMMENDATION:

RFQ 23-35-085: Approve Award of Bid and Contract for Miscellaneous Plumbing Services with Southpaw Plumbing and Metering Services LLC of Fort Pierce, Florida in an amount not to exceed $15,000 annually. The initial term of this Contract will be upon execution through September 30,2024, with four one-year renewal options, contingent on receiving the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION

An Informal Bid Notification was posted to FPUA.com on July 20, 2023 and was advertised on July 25 and 31, 2023, with responses due August 10, 2023 at 5:00 PM EST. Seven (7) vendors were sent specifications with no response. we then reached out to Southpaw Plumbing and Metering Services LLC to submit a bid. A recommendation was received from the Facilities and Fleet Superintendent to contract with Southpaw Plumbing & Metering Services, LLC.

ALTERNATIVES (IF ANY):

Have multiple plumbing contractors quote every repair regardless of how small or large a job might be. This will work for planned work but does not work for emergency repairs. This contract will be for emergency repairs.

ATTACHMENTS:

FPUA Contract need vendor signature

FORT PIERCE UTILITIES AUTHORITY
CONTRACT FOR
MISCELLANEOUS PLUMBING SRVICES
RFQ NO. 23-35-085

THIS CONTRACT ("Contract") is made between Fort Pierce Utilities Authority ("FPUA") and Southpaw Plumbing and Metering Services LLC, with its principal address at 1237 Delaware Avenue, Fort Pierce, Florida, 34950 ("Contractor").

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1
Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA.

Section 2
Contractor is hereby contracted with to perform the following services: Miscellaneous Plumbing Services in accordance with Request for Informal Quote No. 23-35-085 ("RFQ") and Contractor's quote attached hereto as Attachment B and incorporated herein (the specifications set forth in the RFQ together with Contractor's quote are hereinafter referred to as "Services." In the event of a conflict between the terms of the main body of this Contract, Attachment A, Attachment B, and the RFQ, the terms and conditions set forth in the main body of this Contract will control, followed by the terms set forth in Attachment A, followed by the terms set forth in Attachment B, followed by the terms set forth in the RFQ.

Section 3
The Services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: Various FPUA buildings within the City of Fort Pierce.

Section 4
The job upon which Contractor is to perform the Services shall be referred to as the Misc. Plumbing Services, RFQ No. 23-35-085 job.

Section 5
Contractor shall be paid by FPUA per job and in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

The total job price shall not to exceed $15,000.00 (fifteen thousand dollars and no cents) annually on the terms contained in Attachment B the Specifications herein specifically referred to and made a part of this Contract.

Section 6
Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

Section 7
Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Attachment A. All requirements of this section shall be approved by FPUA.

Section 8
This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section 9
This Contract shall commence upon execution and end on September 30, 2024. There shall be four (4) one (1) year renewal options on terms and conditions that are mutually acceptable to the parties in writing. This Contract will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

Section 10
Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11
This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12
FPUA may terminate this Contract in accordance with the following terms and conditions:

A. **Termination for Convenience.** The FPUA has the right at any time upon 30 days written notice to Contractor to terminate this Contract for any reason whatsoever. In the event of such termination, the FPUA will be responsible to Contractor only for the fees and compensation earned by Contractor prior to the effective date of said termination. In no event will the FPUA be responsible for lost profits of the Contractor or any asserted damages which may arise out of an alleged premature termination of this Agreement. Contractor acknowledges that the 30 days' notice provision set forth in this Section is adequate additional consideration supporting this Termination for Convenience clause. Upon termination of the Contract, Contractor shall refund any prepaid annual fee in a prorated amount covering the remainder of the term of the Contract.
    a)

The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

B. **Termination for Cause.** If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then FPUA, in addition to any other rights it may have against Contractor or others, may immediately terminate the performance of Contractor, in whole or in part at FPUA's sole option, and assume possession of the Project Site and all materials and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to FPUA of completing the work, including all costs and expenses of every nature incurred, has been deducted by FPUA, such remainder shall belong to Contractor. Otherwise, Contractor shall pay and make whole FPUA for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of Contractor is terminated by FPUA for cause pursuant to this subsection B and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection A and the provisions of subsection A shall apply.

C. **Termination for Non-Appropriation.** FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.

D. FPUA's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

Section 13

A. **Indemnification.** Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.
B. **Audit Rights.** In accordance with section 2-439 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.

C. **No Assignment or Third-Party Rights.** Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of FPUA. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.

D. **Consequential Damages.** Neither party shall be liable to the other for any incidental, consequential, exemplary, special, or punitive damages, including lost profits, that may arise in connection with this Contract, regardless of the cause of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party was advised of the possibility of such damages in advance.

E. **Choice of Law and Venue.** This Contract shall be construed in accordance with the laws of the State of Florida, without consideration of any conflict of law principles. Venue shall be in the federal or state courts in St. Lucie County.

F. **E-Verify Required.** Pursuant to 448.095, Florida Statutes, FPUA and every Contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the work authorization status of any newly hired employees. If a Contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the Contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. The contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any Contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095 a contract terminated under this provision is not a breach of contract.

G. **Scrutinized Companies List.** Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for $1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the forgoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

H. Public Records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS AT PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

To the extent the Contract includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

1) Keep and maintain public records required by FPUA to perform the service;

2) Upon request from FPUA's custodian of public records, provide FPUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to FPUA;

4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPUA upon request in a format compatible with FPUA's information technology systems.

I. **Trade Secret or Confidential Material.** In accordance with Florida Statutes, including 119.01 (Public Records) and 815.045 (Trade Secret Information), if Contractor considers any information related to this Contract or the services to be provided to FPUA thereunder to be a trade secret or confidential material under Florida or federal law(s), Contractor shall designate such portions of the material by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (hereinafter the Confidential Material). If FPUA receives a public records request for the Confidential Material FPUA will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion, objection, or seek an injunction to prevent disclosure of its Confidential Material. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor agrees to protect, defend, and indemnify FPUA and its members and employees from all claims, fines or costs, including attorney's fees, arising from or relating to the designation of Confidential Material.

J. **Waiver.** The failure of the FPUA to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by Contractor, will not be deemed to be a waiver of any default or breach by the FPUA.

K. **Sovereign Immunity.** The FPUA expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the FPUA beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the FPUA for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the FPUA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

L. **Compliance with Applicable Law.** This Cotnract is governed by the laws of the State of Florida. Contractor covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the Project and in effect at the time of performance. Contractor covenants that it will conduct no activity or provide any goods or service that is unlawful or offensive.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

SOUTHPAW PLUMBING AND MTERING SERVICES LLC

BY: _____
Signature/Officer of Firm (Manual)

Jessica Sampson
Name (Typed or Printed)

TITLE: Manager

DATE: 8/23/23

ATTEST:

_____
Secretary
(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney

ATTACHMENT A

REQUIRED LIMITS OF INSURANCE
FOR
FORT PIERCE UTILITIES AUTHORITY
TYPE III

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA, and its members, officials, officers and employees.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$ 500,000	(Each Accident)
	$ 500,000	(Disease-Each Employee)
	$1,000,000	(Disease-Policy Limit)

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability policy. FPUA (and if required the project engineer) and its board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

Automobile Liability - Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$500,000

Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall be provided on an all risk basis. The minimum amount of insurance shall be 100% of the installed replacement value of the installation.

Professional Liability - If the Contract includes a requirement for professional liability insurance, such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$1,000,000 Project Specific

Miscellaneous Provisions - The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Agreement or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

Evidence of Insurance - Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. **An appropriate Certificate of Insurance (identifying the project) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance.** With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

Certificates of Insurance must be completed as follows:

Additional Insured:
Fort Pierce Utilities Authority (and if required the project engineer) and its board members, officials, officers and employees

Certificate Holder
Fort Pierce Utilities Authority
Attn: Risk Management
PO Box 3191
Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@fpua.com

(Rev. 02/2019)

ATTACHMENT D

Bid Item	Bid 23-35-085 Miscellaneous Plumbing

Description	Total Price
Hourly rate for 1 plumber.	$ 108.00
Hourly rate for 1 plumber and 1 helper.	$ 145.00

Vendor Southpaw Plumbing and Metering LLC

Address 1237 Delaware Avenue

City, State, Zip Code Fort Pierce, FL 34950

Email Address info@southpawwater.com

Typed Name, Title Adam Sampson, Owner

Signature _____ Date 08/10/2023

Telephone # 772-486-0914 Fax # 772-807-9230

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600

Board Submission Form

8/29/2023

Department: 12 - General Counsel

Board Meeting Date: 09/05/2023

Item Type: Consent Agenda

Subject: Jackson Lewis Confirmation of Engagement and Fee Agreement

Recommendation:

Approve the use of and authorize the Chair to sign the Engagement Letter with Jackson Lewis P.C., for legal services in connection with general labor and employment law advice and counsel on an as needed basis. Presented by Caroline Valentin.

Reviewed By Attorney: Yes

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director: _____

Director of Finance: MIKA, BARBARA A. Aug 28 2023 10:44PM

Director of Utilities: CISNEROS, JAVIER Aug 29 2023 10:37AM

Fort Pierce Utilities Authority

Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

FROM: Caroline Valentin, General Counsel

DATE: August 29, 2023

SUBJECT: **Jackson Lewis Confirmation of Engagement and Fee Agreement**

PRESENTER(S): Caroline Valentin

RECOMMENDATION:

Approve the use of and authorize the Chair to sign the Engagement Letter with Jackson Lewis P.C., for legal services in connection with general labor and employment law advice and counsel on an as needed basis.

SUMMARY/SUPPORTING INFORMATION

The General Counsel's Office seeks to engage the services of Jackson Lewis P.C. for general and complex advice and legal assistance for labor and employment matters on an as needed basis. For certain, non-complex labor and employment advice, the FPUA may also use the services provided through FPUA's Florida Municipal Insurance Trust's coverage. This engagement allows us to have an additional law firm to engage on an as needed basis should the FPUA seek alternative services or have more complex matters to review.

ALTERNATIVES (IF ANY):

Select another law firm to provide general and complex labor and employment law advice and services.

ATTACHMENTS:

D-4

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600

Board Submission Form

8/30/2023

Department: 41 - Public Affairs-Sustainability

Board Meeting Date: 09/05/2023

Item Type: Contract Agreement

Subject: RENTAL OF DUNK TANK FOR BOYS & GIRLS CLUB CHILI COOK -OFF FUNDRAISER

Recommendation:

Approve a Contract with Treasure Coast Bounce House and Party Rentals LLC., of Port Saint Lucie, Florida, in the amount of $314.92, for the rental of a dunk tank on September 8, 2023.

Reviewed By Attorney: No

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director: RETHERFORD, DANIEL PAUL Aug 14 2023 12:30PM

Director of Finance: _____

Director of Utilities: _____

Fort Pierce Utilities Authority

Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Daniel Paul Retherford, Director of Utility Support Services

FROM: Rachel Rebecca Tennant, Public Affairs & Sustain Manager

DATE: August 30, 2023

SUBJECT: **RENTAL OF DUNK TANK FOR BOYS & GIRLS CLUB CHILI COOK -OFF FUNDRAISER**

PRESENTER(S): Rachel Tennant

RECOMMENDATION:

Approve a Contract with Treasure Coast Bounce House and Party Rentals LLC., of Port Saint Lucie, Florida, in the amount of $314.92, for the rental of a dunk tank on September 8, 2023.

SUMMARY/SUPPORTING INFORMATION

FPUA will be holding a fundraising event for staff and the Board on September 8, 2023 at the Energy Services Center from 11:00 AM to 2:00 PM. The last Boys & Girls Club Chili Cook-Off fundraiser was held in 2018 and it was well attended by staff and the Board. These events provide an opportunity for employees to share time together while supporting an important local cause. A dunk tank will provide a fun activity for our employees as well as earn donations for the Boys & Girls Club. Treasure Coast Bounce House and Party Rentals LLC., provided all required documentation needed for the formal purchase order process as well as providing the lowest cost quote out of all the responsive vendors.

ALTERNATIVES (IF ANY):

If not approved, it is unlikely that another vendor could provide this service on such short notice, so this activity would need to be cancelled.

ATTACHMENTS:

Vendor Agreement- Ready for Board

CONTACT PERSON:
Nicole Tipton
P: 772-466-1600
C: 772-466-1600
Event Address: Ft Pierce
Fort Pierce FL, 34982

INVOICE 31264

Rental Date: 09/08/2023 09:30am
Event Rental Time: 09/08/2023 09:30am → 09/08/2023 04:00pm
Event Location:
Setup Surface: Grass

#	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL
1	Dunk Tank	$199.00	1	$199.00

SubTotal	→ $199.00
Damage Waiver - yes	$15.92 → $214.92
Travel Fee	$100.00 → $314.92
Tax: 0%	$0.00 → $314.92
Total	$314.92
Deposit Amt. Required	$78.73
Due	**$314.92**

Thank you!

COMMENTS:

TERMS OF LEASE

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Treasure Coast Party Rentals for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

Delivery/Operation/Payments: To address specified by Lessee. Lessee grants Treasure Coast Party Rentals and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made prior to the time of delivery unless otherwise sepecified. There are no refunds under any circumstances but any payments made will be applied as a raincheck and the credit can be used towards rescheduling and/or towards any future rental . For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, **remove** all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of $75.00 for all service calls due to electricity.

General Rules for Safe Operation: Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after placed by Treasure Coast Party Rentals employees/contractors. Unit **MUST BE** properly anchored prior to use. Unit will be anchored initially by Treasure Coast Party Rentals employees/contractors and the anchors **MUST NOT** be removed during period of use. **Never** attempt to relocate, adjust or service a blower. **Never** use during high winds, gusty winds, thunderstorms or lightening. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. **Do not** resume use until adverse weather conditions have ceased. **Always** follow the manufacturers guidelines located on the unit itself.

Additional Safety Rules: **Before entering the unit,** have the users remove their shoes, eye glasses, belt buckles and any sharp objects. **Never** play, jump or enter a partially inflated/deflated unit. **Never** allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. **Always** follow the number of riders and rules posted on the unit itself. **Do not** plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. **Always** have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. **Never** allow the users to be unsupervised in or around the unit. **Never** allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by Treasure Coast Party Rentals. **Do not** allow horseplay on, in, or around the unit. **Always** follow the directions for use on the unit itself.
Only children of the same age group are to play on the unit at the same time.

__LESEE INITIAL

Additional Terms of Lease: Treasure Coast Party Rentals is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. **ABSOLUTELY NO** silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time !!! Silly string and like objects will cause permanent damage to the unit and lessee will be responsible for the full replacement value of the rented unit and/or assessed a $75.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit. Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause.

Hold Harmless Provisions: Lessee agrees to indemnify and hold Treasure Coast Party Rentals harmless from any and all claim, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Treasure Coast Party Rentals from injuries or damages incurred as a result of the use of the leased equipment. Treasure Coast Party Rentals cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Treasure Coast Party Rentals from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

Disclaimer of Warranties: Treasure Coast Party Rentals makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact Treasure Coast Party Rentals if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessees own risk**.

Breach/Indemnity/Arbitration: In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify Treasure Coast Party Rentals for all costs incurred by Treasure Coast Party Rentals incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If Treasure Coast Party Rentals determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Treasure Coast Party Rentals may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law. If a conflict arises, Treasure Coast Party Rentals and Lessee will abide by the Floridastate laws and forgo filing a lawsuit to solve the dispute.

BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF *LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY* Treasure Coast Party Rentals *PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLEY RESPONSIBLE FOR ADHERING* TO *THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).*

SIGNATURE _____ PRINT NAME _____ DATE _____

See Signature page for signatures

Sign Here

Save

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
FPUA General Counsel

Fort Pierce Utilities Authority

206 South Sixth Street (34950)|PO Box 3191, Fort Pierce, FL 34948-3191|Phone: 772-466-1600

FPUA COMMUNITY PROUD

BOARD SUBMISSION FORM

Department: 11 – Director of Utilities

Board Meeting Date: **9/5/2023**

Item: X **Regular Agenda** _____ **Consent Agenda**

Subject Economic Development Council of St. Lucie County Presentation

Recommendation:

For Information Only

Reviewed By Attorney: ____ Yes X No

Funds Available From: X No Funds Needed ____ Budgeted

Approvals:

System Director: _____

Director of Financial Services: _____

Director of Utilities: Javier Cisneros

Fort Pierce Utilities Authority

MEMORANDUM

To: FPUA Board

From: Javier Cisneros, P.E., Director of Utilities

Date: September 5, 2023

Subject: Economic Development Council of St. Lucie County Presentation

RECOMMENDATION:

This is an informational item for the FPUA Board and there is no staff recommendation.

SUMMARY/SUPPORTING INFORMATION:

N/A

ALTERNATIVES:

N/A

ATTACHMENTS:

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600

Board Submission Form

8/29/2023

Department: 66 - Water/WW Engineering

Board Meeting Date: 09/05/2023

Item Type: Regular Agenda

Subject: BUDGET TRANSFER FOR ORANGE AVE- 25TH TO 32ND AVE WM REPLACEMENT

Recommendation:

Approve Budget Transfer Request in the amount of $300,000 to cover the remaining cost to complete the water main replacement and upsizing project, on Orange Avenue from 25th Street to 32nd Street. Presented by Lugey Dawson.

Reviewed By Attorney:

Funds Available From: X No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director:	HUTCHINSON, BOWDOIN G.	Aug 29 2023 8:22AM
Director of Finance:	MIKA, BARBARA A.	Aug 23 2023 11:28AM
Director of Utilities:	CISNEROS, JAVIER	Aug 29 2023 10:26AM

Fort Pierce Utilities Authority

Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Bowdoin G. Hutchinson, P.E., Director of W/WW Systems

FROM: Lugey Dawson, Supervising Engineer

DATE: August 29, 2023

SUBJECT: **BUDGET TRANSFER FOR ORANGE AVE- 25TH TO 32ND AVE WM REPLACEMENT**

PRESENTER(S): Lugey Dawson

RECOMMENDATION:

Approve Budget Transfer Request in the amount of $300,000 to cover the remaining cost to complete the water main replacement and upsizing project, on Orange Avenue from 25th Street to 32nd Street.

SUMMARY/SUPPORTING INFORMATION

On April 18th, 2023 the Board approved Post Budget Project and Budget Request for the Replacement and Upsizing of the deteriorated 6" CIP water main on Orange Avenue Between 25th Street and 32nd Street (See attached Location Map) before the Florida Department of Transportation (FDOT) resurfacing project. Initially, only $200,000 of the estimated $500,000 was immediately available to fund the budget.
Funding is available in the FY23 budget to cover the additional $300,000 per the attached Budget transfer form.

ALTERNATIVES (IF ANY):

Do not approve. This is not recommended as work is ongoing and is required to be completed prior to the FDOT resurfacing of the Roadway.

ATTACHMENTS:

Orange Avenue Budget Transfer

Budget Transfer Request

Date	08-04-2023

From Department Dept. No.: 66 - WATER/WW ENGINEERING

To Department Dept. No.: 66 - WATER/WW ENGINEERING

This form shall be used to request transfers between projects. To request a new project number, please prepare a Post-budgeted Project/Budget Request Form.

Requisition pending transfer? ☑ Yes ☐ No Requisition No.: 41465 Fiscal Year: 2023

From			To		
Account No.	Description	Amount	Account No.	Description	Amount
634323676	FPL WATER MAIN REPLACEMENT	$75,000	634323636	ORANGE AVE 25TH - 32ND WM REPL	$75,000
634323610	NEW CONSTRUCTION-MAINS	$19,500	634323636	ORANGE AVE 25TH - 32ND WM REPL	$19,500
634323613	ST LUCIE COUNTY ROADWAY PROJ	$29,124	634323636	ORANGE AVE 25TH - 32ND WM REPL	$29,124
631423602	SURFICIAL WELL REPLACEMENT	$153,797	634323636	ORANGE AVE 25TH - 32ND WM REPL	$153,797
634323677	N. US HIGHWAY 1 WM EXPANSION	$22,579	634323636	ORANGE AVE 25TH - 32ND WM REPL	$22,579
	From Amount	$300,000		To Amount	$300,000

Comments:

ADDITIONAL FUNDS REQUIRED TO COVER THE COST OF THE REMAINING PORTION OF THE PROJECT

APPROVALS

	From - Department Head	escnet/dawson (8/15/2023)
	From - Director	
If Different Dept.	To - Department Head	
If Different Dept.	To - Director	
> $25,000	Director of Utilities	
Capital	Utility Accountant - Plant	
O&M	Utility Accountant - GA2	

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G-3

BOARD SUBMISSION FORM

Fort Pierce Utilities Authority
"Committed to Quality"
206 South Sixth Street (34950)
PO Box 3191 | Fort Pierce, FL 34948-3191
Phone: 772.466.1600

Department: 21 - Finance

Board Meeting Date: 9/5/2023

Item: X Regular Agenda ____ Consent Agenda

Subject: June 2023 Quarterly Financial Operating Results

Recommendation:

For information only

Reviewed By Attorney: ____ Yes X No

Funds Available From: X No Funds Needed ____ Budgeted

Approvals:

Systems Director: N/A

Director of Financial Administration: Barbara Mika

Director of Utilities: Javier Cisneros

Fort Pierce Utilities Authority

Memorandum

To:	Javier Cisneros, P.E., Director of Utilities
Through:	Barbara A. Mika, CGFO, Director of Financial Administration
From:	Michele Harris, Finance Manager
Date:	August 22, 2023
Subject:	June 2023 Quarterly Financial Operating Results

RECOMMENDATION:

For information only.

SUMMARY/SUPPORTING INFORMATION:

Financial Summary - Page 5

During the nine months ending June 30, 2023, FPUA had operating income (operating revenues less operating expenses) of $13,459,000, which represents an increase of $8,316,000 from the $5,143,000 reported for the previous year. FPUA's year-to-date combined operating revenues increased $8,564,000 in Fiscal Year (FY) 2023 as compared to the previous year. Year-to-date combined operating expenses increased $248,000 as compared to FY 2022. Capital Contributions increased $3,573,000 as compared to FY 2022.

During this quarter, the Manatee Observation and Education Center (MOEC) logged 6,618 visitors, sighted 93 manatees, and volunteers contributed 2,224 hours (valued at $20,192). The value of the volunteer assistance is not reflected in these financial statements.

Statement of Net Position - Pages 6-7

FPUA's financial condition is illustrated in the figures below (in thousands):

	6/30/2023	9/30/2022	Increase/ (Decrease)
Utility Plant in Service	$ 510,818	$ 505,540	$ 5,278
Construction Work in Progress	40,041	23,731	16,310
Restricted Current Assets	25,824	23,896	1,928
Unrestricted Current Assets	58,305	48,633	9,672

Current Unrestricted Equity in Pooled Cash and Investments totaled $29,077,000, which calculates to 102 days of operating cash. FPUA had $10,626,000 in Accounts Payable and Accrued Expenses as of June 30, 2023. Restricted Assets include funds FPUA has committed for principal and interest payments on bonds, capital improvement charges, customer deposits, debt service, emergencies, and renewals and replacements.

Actual Revenues vs. Budget - Page 8-9
The budget figures for revenue presented in this report were those presented to and approved by the Board on August 2, 2022.

Analysis of combined total revenues reveals that total revenues, including contributed capital, were below budgeted projections for FY 2023 by $2,096,000 overall. FPUAnet Communications, Water, and Wastewater revenues exceeded budgeted forecasts by 27.3%, 13.8%, and 9.9%, respectively. Gas, Electric and MOEC revenues fell below predictions by 14.5%, 8.4%, and 1.3%. Total revenue across all systems was reported at $108,038,000 resulting in a year-to-date revenue shortfall of 1.9%.

Actual Expenses vs. Budget by Department - Page 10
The budget figures for expenses presented in this report were those presented to and approved by the Board on August 2, 2022. Actual expenses include expenses and capitalized salary cost.

Overall, year-to-date expenses were $11,063,000 less than budgeted amounts. Contributing to the savings was lower than projected Electric and Gas Purchases for Resale in the amount of $9,014,000. Salaries and wages and related expenses were lower by $1,467,000.

Statement of Revenues and Expenses - Page 11
Year-to-date operating revenues for FY 2023 increased by $8,564,000 (9.7%) compared to last year. This gain was primarily due to an increase in Residential and General Service Sales, as a result of rate adjustments and higher consumption.

Year-to-date operating expenses increased by $248,000 (0.3%) compared to last year. The most significant changes were attributable to increases in Plant Operations and General & Administrative Expenses. These increases were largely offset by declines in Purchases for Resale and Depreciation.

Distribution to the City of Fort Pierce - Page 12
The distribution to the City of Fort Pierce for the nine months ending June 30, 2023 (payable in FY 2024) calculated at 6% of gross revenue will be $5,414,000.

Calculation of Debt Service Coverage - Page 13
The debt service coverage ratio was at 2.58 times for the twelve months ended June 30, 2023, compared with the ratio of 2.47 on September 30, 2022. This coverage ratio continues to stay well above the minimum requirement of 1.25.

Net Position Ratio Calculations - Page 14

The current ratio on unrestricted and restricted accounts remains strong at 4.74 and 1.56 respectively. These ratios reflect the number of times FPUA's short-term assets exceed short-term liabilities and is a key indicator of solvency. The debt to total assets ratio was 0.52, which indicates 52% of FPUA's assets are financed by debt. The debt to equity ratio was 1.02, which shows that for every dollar of internal financing, there was $1.02 in debt financing.

Statistics - Pages 16-19

Fiscal year-to-date Water and Electric unit sales increased by 4.2% and 2.4% respectively when compared to the same period in FY 2022. Gas unit sales were lower by 6.6% for the same period. Included in the Gas decrease was a 23.3% decrease in Contract Sales. Wastewater units billed increased by 4.9% from the same period last year.

Schedule of Investments

In accordance with our investment policy, our primary objective is safety of principal, while maintaining liquidity and earning a rate of return comparable to the prevailing market.

For the quarter ended June 30, 2023, FPUA had $165,839,766 in investments, and earned $1,150,332 in investment income. This is $1,129,035 more than the amount earned for the same quarter in 2022. As of June 30, 2023, FPUA's investments were distributed as follows:

Category	Amount	% of Total	Interest Rate
Seacoast National Bank - MM Bond Proceeds	$101,366,562	61.1%	3.44%
Seacoast National Bank - Sweep Account	37,852,145	22.8%	1.41%
Seacoast National Bank - Bond Proceeds Sweep	8,626,966	5.2%	1.41%
SBA - Florida PRIME	5,850,027	3.5%	5.21%
Seacoast National Bank - CDs	5,000,000	3.0%	3.84% - 4.85%
PNC Bank - MM	4,419,984	2.7%	2.99%
Centerstate Community Bank - CDs	1,694,027	1.0%	0.08%
Trust Co Bank - CD	1,030,055	0.6%	1.56%
Totals:	$165,839,766	100%	

ALTERNATIVES (IF ANY):

None

ATTACHMENTS:

June 2023 Quarterly Financial Operating Results

FPUA
COMMUNITY PROUD

Fort Pierce Utilities Authority

FINANCIAL SUMMARY

For the Nine Months Ended June 30, 2023 - Unaudited

(Dollars in Thousands)

	Electric	Water	Gas	Wastewater	FPUAnet	MOEC	FY 2023 Combined	FY 2022 Combined
CURRENT MONTH								
Operating Revenues	$6,438	$2,079	$542	$1,507	$85	$27	$10,678	$11,916
Operating Expenses	(5,764)	(1,637)	(490)	(1,152)	(126)	(46)	(9,215)	(12,087)
Operating Income (Loss)	674	442	52	355	(41)	(19)	1,463	(171)
Distribution to City	-	-	-	-	-	-	-	-
Other Non-Operating Revenues (Expenses)	266	(18)	(8)	(257)	(8)	-	(25)	(127)
Capital Contributions	55	325	-	206	-	-	586	283
Capacity Reductions	-	-	-	-	-	-	-	-
Extraordinary Income (Expense)	-	-	-	-	-	-	-	-
CHANGE IN NET POSITION	995	749	44	304	(49)	(19)	2,024	(15)
Distribution Adjustment	(358)	(105)	(25)	(75)	-	-	(563)	(544)
Adj. Change in Net Position	$637	$644	$19	$229	($49)	($19)	$1,461	($559)
YEAR TO DATE								
Operating Revenues	$58,516	$18,715	$5,128	$13,530	$716	$293	$96,898	$88,334
Operating Expenses	(54,063)	(13,490)	(4,541)	(9,974)	(926)	(445)	(83,439)	(83,191)
Operating Income (Loss)	4,453	5,225	587	3,556	(210)	(152)	13,459	5,143
Distribution to City	(4,297)	(1,257)	(300)	(904)	-	-	(6,758)	(6,524)
Other Non-Operating Revenues (Expenses)	871	(465)	(141)	(1,606)	(74)	161	(1,254)	(885)
Capital Contributions	625	2,629	65	1,851	650	-	5,820	2,247
	-	-	-	-	-	-	-	-
Extraordinary Income (Expense)	-	-	-	-	-	-	-	-
CHANGE IN NET POSITION	1,652	6,132	211	2,897	366	9	11,267	(19)
Distribution Adjustment	1,074	314	75	226	-	-	1,690	1,631
Adj. Change in Net Position	$2,726	$6,446	$286	$3,123	$366	$9	$12,957	$1,612

DEBT SERVICE COVERAGE

For the Twelve Months Ended June 30, 2023	2.58 x
For the Twelve Months Ended September 30, 2022	2.47 x

Fort Pierce Utilities Authority
STATEMENT OF NET POSITION
For the Nine Months Ended June 30, 2023 - Unaudited
(Dollars in Thousands)

	June 30, 2023	September 30, 2022	Variance
ASSETS AND DEFERRED OUTFLOWS			
CURRENT ASSETS			
Current Assets:			
Equity in Pooled Cash and Investments	$29,077	$ 21,646	$ 7,431
Accounts Receivable, net of Allowance for Uncollectible Accounts	8,995	11,246	(2,251)
Unbilled Receivables	7,856	7,849	7
Due from Other Governments	814	720	94
Inventories and Other Current Assets	11,563	7,172	4,391
Restricted Equity in Pooled Cash and Investments	25,824	17,715	8,109
Restricted Cash with Fiscal Agent	-	6,181	(6,181)
Total Current Assets	84,129	72,529	11,600
Noncurrent Assets:			
Capital Assets:			
Utility Plant in Service	510,818	505,540	5,278
Construction Work in Progress	40,041	23,731	16,310
Less Accumulated Depreciation	(314,519)	(304,528)	(9,991)
Total Capital Assets (net of Accumulated Depreciation)	236,340	224,743	11,597
Other Noncurrent Assets:			
Restricted Equity in Pooled Cash and Investments	111,700	124,764	(13,064)
FMPA Working Capital Receivable	1,919	1,919	-
Preliminary Surveys	42	69	(27)
Total Other Noncurrent Assets	113,661	126,752	(13,091)
Total Noncurrent Assets	350,001	351,495	(1,494)
TOTAL ASSETS	434,130	424,024	10,106
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Outflow	17,920	17,920	-
Deferred OPEB Outflow	352	352	-
Deferred Amount on Debt Refunding	419	440	(21)
Total Deferred Outflows of Resources	18,691	18,712	(21)
TOTAL ASSETS AND DEFERRED OUTFLOWS	**$ 452,821**	**$ 442,736**	**$ 10,085**

Fort Pierce Utilities Authority
STATEMENT OF NET POSITION
For the Nine Months Ended June 30, 2023 - Unaudited
(Dollars in Thousands)

	June 30, 2023	September 30, 2022	Variance
LIABILITIES, DEFERRED INFLOWS AND NET POSITION			
LIABILITIES			
Current Liabilities:			
Accounts Payable and Accrued Expenses	$10,626	$ 13,061	$ (2,435)
Due to the City of Fort Pierce	982	941	41
Customer Deposits - restricted assets	9,279	8,989	290
Revenue Bonds Payable - restricted assets	5,575	4,668	907
Accrued Interest Payable - restricted assets	1,697	1,925	(228)
Accrued Compensated Absences	335	335	-
Capital Leases Payable	27	11	16
Other Current Liabilities	326	411	(85)
Total Current Liabilities	28,847	30,341	(1,494)
Noncurrent Liabilities:			
Revenue Bonds Payable, Net of Unamortized Discounts/Premiums Restricted $117,907 in 2022	163,876	169,607	(5,731)
Accrued Compensated Absences	1,785	1,785	-
Other Post Employment Benefits	1,390	1,333	57
Net Pension Liability	29,536	29,536	-
Capital Leases Payable	128	-	128
Total Noncurrent Liabilities	196,715	202,261	(5,546)
TOTAL LIABILITIES	225,562	232,602	(7,040)
DEFERRED INFLOWS OF RESOURCES			
Purchased Power and Gas Over-Collection	6,168	310	5,858
Deferred Pension Inflow	377	377	-
Deferred OPEB Inflow	19	19	-
Total Deferred Inflows of Resources	6,564	706	5,858
NET POSITION			
Net Investment in Capital Assets	170,078	171,439	(1,361)
Restricted Capital Improvement Charges	11,345	8,315	3,030
Restricted for Debt Service	1,977	5,457	(3,480)
Restricted for Emergencies	900	900	-
Restricted for Renewal and Replacements	500	500	-
Unrestricted	35,895	22,817	13,078
Total Net Postion	220,695	209,428	11,267
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	**$ 452,821**	**$ 442,736**	**$ 10,085**

Fort Pierce Utilities Authority
ACTUAL REVENUES VS. BUDGET
For the Nine Months Ended June 30, 2023 - Unaudited
(Dollars in Thousands)

	Actual	Budget	Variance $	Variance %
ELECTRIC				
Operating Revenues				
Residential Sales	$ 25,084	$ 29,410	$ (4,326)	(14.7%)
General Service Sales	32,623	35,952	(3,329)	(9.3%)
Other Operating Revenues	809	681	128	18.8%
Total Operating Revenues	58,516	66,043	(7,527)	(11.4%)
Investment and Other Income	1,561	75	1,486	1981.3%
Grant Revenue	75	-	75	0.0%
Contributed Capital	625	259	366	141.3%
	60,777	66,377	(5,600)	(8.4%)
WATER				
Operating Revenues				
Residential Sales	7,536	7,100	436	6.1%
General Service Sales	9,409	8,645	764	8.8%
Sales for Resale	1,580	1,793	(213)	(11.9%)
Other Operating Revenues	190	175	15	8.6%
Total Operating Revenues	18,715	17,713	1,002	5.7%
Investment and Other Income	400	53	347	654.7%
Grant Revenue	12	-	12	0.0%
Contributed Capital	2,629	1,354	1,275	94.2%
	21,756	19,120	2,636	13.8%
GAS				
Operating Revenues				
Residential Sales	1,127	1,199	(72)	(6.0%)
General Service Sales	3,956	4,903	(947)	(19.3%)
Other Operating Revenues	45	26	19	73.1%
Total Operating Revenues	5,128	6,128	(1,000)	(16.3%)
Investment and Other Income	130	27	103	381.5%
Grant Revenue	2	-	2	0.0%
Contributed Capital	65	75	(10)	(13.3%)
	5,325	6,230	(905)	(14.5%)

Fort Pierce Utilities Authority
ACTUAL REVENUES VS. BUDGET
For the Nine Months Ended June 30, 2023 - Unaudited
(Dollars in Thousands)

			Variance	
	Actual	Budget	$	%
WASTEWATER				
Operating Revenues				
Residential Sales	5,952	5,618	334	5.9%
General Service Sales	6,802	6,207	595	9.6%
Revenues from Public Authorities	540	773	(233)	(30.1%)
Other Operating Revenues	236	213	23	10.8%
Total Operating Revenues	13,530	12,811	719	5.6%
Investment and Other Income	300	36	264	733.3%
Grant Revenue	1,237	1,538	(301)	(19.6%)
Contributed Capital	1,851	1,005	846	84.2%
	16,918	15,390	1,528	9.9%
MANATEE OBSERVATION AND EDUCATION CENTER				
Operating Revenues	293	377	(84)	(22.3%)
Grant Revenue	69	41	28	68.3%
Gain (Loss) on Disposal of Capital Assets	91	41	50	122.0%
	453	459	(6)	(1.3%)
FPUAnet COMMUNICATIONS				
Operating Revenues	716	1,055	(339)	(32.1%)
Investment and Other Income	1	8	(7)	(87.5%)
Contributed Capital	650	11	639	5809.1%
	1,367	1,074	293	27.3%
TREASURE COAST ENERGY CENTER				
Investment and Other Income	1,442	1,484	(42)	(2.8%)
TOTAL REVENUES	**$ 108,038**	**$ 110,134**	**$ (2,096)**	(1.9%)

Fort Pierce Utilities Authority
ACTUAL EXPENSES VS. BUDGET BY DEPARTMENT
For the Nine Months Ended June 30, 2023 - Unaudited
(Dollars in Thousands)

	Actual	Budget	Variance $	Variance %
DIRECTOR OF ELECTRIC & GAS SYSTEMS				
51 Director of Electric & Gas Systems	210	244	34	13.9%
53 Electric Purchases for Resale	39,284	46,500	7,216	15.5%
54 Electric T & D	6,961	6,940	(21)	(0.3%)
55 Electric Operations	1,635	1,868	233	12.5%
56 Electric and Gas Engineering	920	940	20	2.1%
74 Gas Operations	1,429	1,661	232	14.0%
75 Gas Purchases for Resale	2,402	4,200	1,798	42.8%
	52,841	62,353	9,512	15.3%
DIRECTOR OF WATER/WASTEWATER SYSTEMS				
61 Director of Water/WW Systems	320	425	105	24.7%
62 Water Resources	6,009	6,320	311	4.9%
64 Water Distribution	4,018	4,285	267	6.2%
66 Water/WW Engineering	780	1,103	323	29.3%
82 Water Reclamation	3,322	3,200	(122)	(3.8%)
84 Wastewater Collection	4,189	4,257	68	1.6%
	18,638	19,590	952	4.9%
DIRECTOR OF UTILITIES				
10 Board	95	95	0	-
11 Director of Utilities	280	287	7	2.4%
12 Attorney	67	108	41	38.0%
15 Human Resources	289	345	56	16.2%
18 Safety	119	182	63	34.6%
	850	1,017	167	16.4%
DIRECTOR OF UTILITY SUPPORT SERVICES				
01 Manatee Obs. & Educ. Center	445	457	12	2.6%
02 Treasure Coast Energy Center	1,442	1,484	42	2.8%
22 Materials Management	597	589	(8)	(1.4%)
31 Director of Utility Support Services	228	226	(2)	(0.9%)
32 Information Technology Services	2,892	3,363	471	14.0%
35 Facilities	716	872	156	17.9%
41 Public Affairs and Sustainability	254	231	(23)	(10.0%)
43 Customer Service	1,617	1,880	263	14.0%
44 Utility Operations	224	0	(224)	-
46 Geospatial Technology Svcs.	336	360	24	6.7%
93 FPUAnet Communications	858	815	(43)	(5.3%)
95 FPUAnet Communications Purchases For Resale	43	94	51	54.3%
	9,652	10,371	719	6.9%
DIRECTOR OF FINANCIAL SERVICES				
14 Regulatory Affairs	1,269	1,233	(36)	(2.9%)
21 Finance	353	469	116	24.7%
99 Administrative & General	14,756	14,389	(367)	(2.6%)
	16,378	16,091	(287)	(1.8%)
TOTAL EXPENSES	**$ 98,359**	**$ 109,422**	**$ 11,063**	**10.1%**

Fort Pierce Utilities Authority

STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET POSITION

For the Nine Months Ended June 30, 2023 - Unaudited

(Dollars in Thousands)

	Quarter Ended June 30		Year to Date	
	2023	2022	2023	2022
OPERATING REVENUES				
Residential Sales	$ 13,079	$ 13,835	$ 39,697	$ 36,189
General Service Sales	17,178	18,474	53,331	48,881
Sales for Resale	587	513	1,580	1,448
Other Operating Revenues	738	646	2,290	1,816
Total Operating Revenues	31,582	33,468	96,898	88,334
OPERATING EXPENSES				
Purchases for Resale	12,479	17,298	41,729	42,292
Plant Operations	2,078	1,934	5,703	5,135
Field Operations	2,868	3,091	8,553	8,446
General & Administrative	5,818	6,092	16,725	16,441
Depreciation	3,540	3,895	10,729	10,877
Total Operating Expenses	26,783	32,310	83,439	83,191
OPERATING INCOME	4,799	1,158	13,459	5,143
			-	
NONOPERATING REVENUES (EXPENSES)				
Investment and Other Income	1,649	519	3,833	1,561
Grant Revenue	1,022	554	1,395	587
Interest Expense	(1,657)	(530)	(4,971)	(1,672)
Distribution to City of Fort Pierce	(6,759)	(6,524)	(6,758)	(6,524)
Gain (Loss) on Disposal of Capital Assets	1	-	91	9
TCEC Expenses	(407)	(455)	(1,442)	(1,370)
Storm Expense	(2)	-	(160)	-
Total Nonoperating Revenues (Expenses)	(6,153)	(6,436)	(8,012)	(7,409)
INCOME BEFORE CAPITAL CONTRIBUTIONS	(1,354)	(5,278)	5,447	(2,266)
Capital Contributions	1,323	481	5,820	2,247
Capacity Reductions	-	-	-	-
INCOME BEFORE EXTRAORDINARY ITEMS	(31)	(4,797)	11,267	(19)
Extraordinary Income (Expense)	-	-	-	-
CHANGE IN NET POSITION	**$ (31)**	**$ (4,797)**	**$ 11,267**	**$ (19)**
Distribution Adjustment	5,069	4,893	1,690	1,631
Adj. Change in Net Position	$ 5,038	$ 96	$ 12,957	$ 1,612

Fort Pierce Utilities Authority

DISTRIBUTION TO THE CITY OF FORT PIERCE

For the Nine Months Ending June 30, 2023 - Unaudited

(Dollars in Thousands)

	Budget	Actual
BASED ON THE 6% DISTRIBUTION FORMULA		
GROSS REVENUE	$ 110,134	$ 108,038
PLUS:		
Gas Piping & Appliance Costs	130	156
	110,264	108,194
LESS:		
Power Cost & Purchased Gas Adjustment	15,206	7,985
Capital Contributions	2,704	5,820
FMPA O&M Contract Income	1,484	1,442
FPUAnet Operating Revenue	1,055	716
Manatee Observation and Education Center Operating Revenue	377	293
Revenue for City Billing	140	140
Gas Piping & Appliance Revenue	147	167
Grant Revenue	1,579	1,395
ADJUSTED GROSS REVENUE	$ 87,572	$ 90,236
CALCULATED DISTRIBUTION TO CITY	$ 5,254	$ 5,414

DISTRIBUTION TO THE CITY OF FORT PIERCE
For the Nine Months Ending June 30, 2023 - Unaudited

(payable in subsequent fiscal year)	$ 5,414

Fort Pierce Utilities Authority

CALCULATION OF DEBT SERVICE COVERAGE

For the Twelve Months Ended June 30, 2023

(Dollars in Thousands)

OPERATING INCOME	$ 14,594
ADD:	
Depreciation Expense	14,563
Investment & Other Income	2,513
Gain on Disposal of Assets	8
Extraordinary Income (Expense)	-
Net OPEB Expense	125
NET AVAILABLE INCOME	$ 31,803
DEBT SERVICE - Revenue Bonds	
Principal	$ 5,348
Interest	6,974
NET CASH DEBT SERVICE	$ 12,322
DEBT SERVICE COVERAGE	2.58 x

Fort Pierce Utilities Authority

NET POSITION RATIO CALCULATIONS

June 30, 2023 - Unaudited

		June 30 2023	September 30 2022
Current Ratios:			
Unrestricted	Total Unrestricted Current Assets / Total Unrestricted Current Liabilities	4.74	3.30
Restricted	Total Restricted Current Assets / Total Current Liabilities Payable from Restricted Assets	1.56	1.53
Debt to Total Assets	Total Liabilities / Total Assets	0.52	0.55
Debt to Equity Ratio	Total Liabilities / Total Net Position	1.02	1.11

FPUA
COMMUNITY PROUD

Fort Pierce Utilities Authority

ELECTRIC STATISTICS

June 2023

(In Megawatt Hours)

	Current Month		9 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
POWER PURCHASED FROM FMPA						
All-Requirements Project	47,117	46,825	346,295	334,053	501,585	485,468
St. Lucie Nuclear	9,146	9,402	80,646	84,818	105,513	108,673
TOTAL POWER PURCHASED	56,263	56,227	426,941	418,871	607,098	594,141
MEGAWATT HOURS SOLD						
Residential	22,551	23,987	173,420	170,510	256,867	249,172
General Service	27,929	28,448	228,936	222,095	321,852	310,637
Traffic Signals	67	67	603	603	804	804
Public Street & Highway Lighting	263	267	2,375	2,404	3,170	3,208
Rental Lights	393	415	3,634	3,780	4,861	5,076
TOTAL MEGAWATT HOURS SOLD	51,203	53,184	408,968	399,392	587,554	568,897
Non-Revenue Electric Departments	69	67	560	613	802	861
TOTAL MWH ACCOUNTED FOR	51,272	53,251	409,528	400,005	588,356	569,758
MWH not accounted for					18,742	24,383
Percent not accounted for					3.09%	4.10%
Gross Peak Demand (60 min. integrated)	118	116	118	116	119	116

SERVICES BILLED			% Change
Residential - Inside City	20,181	19,954	1.1%
Residential - Outside City	3,963	3,946	0.4%
General Service - Inside City	4,363	4,355	0.2%
General Service - Outside City	839	858	-2.2%
TOTAL	29,346	29,113	0.8%
Above services do not include:			
Rental Light Services	5,066	4,967	

Fort Pierce Utilities Authority

NATURAL GAS STATISTICS

June 2023

(In CCFs)

	Current Month		9 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
GAS PURCHASED FOR RESALE						
Purchases for Non-Contract Customers	214,175	220,673	2,413,619	2,556,702	3,134,394	3,250,837
Purchases for Contract Customers	134,293	135,738	1,142,090	1,474,984	1,546,193	1,891,300
Total Input to System	348,468	356,411	3,555,709	4,031,686	4,680,587	5,142,137
CCFS SOLD						
Residential	32,867	34,242	327,356	336,837	417,073	428,485
General Service	224,081	219,750	2,114,452	2,014,589	2,791,861	2,649,099
Heat Only	-	-	258	309	258	310
Contract Sales			-	-	-	-
Commercial	48,137	95,147	465,071	934,358	671,720	1,231,822
Industrial	103,480	54,530	657,530	529,550	875,920	671,700
TOTAL CCFS SOLD	408,565	403,669	3,564,667	3,815,643	4,756,832	4,981,416
CCF's not accounted for					(76,245)	160,721
Percent not accounted for					-1.63%	3.13%

SERVICES BILLED			% Change
Residential	3,575	3,604	-0.8%
General Service	513	506	1.4%
Heat Only	-	-	0.0%
TOTAL	4,088	4,110	-0.5%

Fort Pierce Utilities Authority

WATER STATISTICS

June 2023

(In Thousands of Gallons)

	Current Month		9 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
WATER AVAILABLE FOR SALE						
Raw Water Treated	290,034	284,696	2,768,228	2,674,655	3,674,622	3,566,324
Water from Distribution System	5,660	6,666	21,787	49,190	41,966	52,719
Less Deepwell Concentrate	(24,916)	(24,947)	(248,442)	(216,782)	(329,941)	(283,805)
Less Used in Plant	(1,620)	(1,620)	(14,992)	(14,742)	(21,835)	(19,710)
Water from or (left-in) Storage	(390)	(7)	(2,425)	269	188	590
FINISHED WATER FROM PLANT	268,768	264,788	2,524,156	2,492,590	3,365,000	3,316,118
Purchased for Resale (Interconnects)	-	-	74	966	74	966
TOTAL WATER AVAILABLE FOR SALE	268,768	264,788	2,524,230	2,493,556	3,365,074	3,317,084
GALLONS SOLD						
Residential - Inside City	65,866	68,934	589,759	558,525	792,673	747,846
Residential - Outside City	19,960	19,547	173,525	166,243	232,019	222,241
General Service - Inside City	85,051	86,443	771,457	731,490	1,029,409	980,197
General Service - Outside City	56,377	47,854	492,582	450,154	651,742	600,388
Sales for Resale	27,656	30,124	262,517	291,767	353,331	377,430
TOTAL GALLONS SOLD	254,910	252,902	2,289,840	2,198,179	3,059,174	2,928,102
System Use	15,078	14,726	110,433	135,830	158,149	167,032
TOTAL GALLONS ACCOUNTED FOR	269,988	267,628	2,400,273	2,334,009	3,217,323	3,095,134
Gallons not accounted for					147,751	221,950
Percent not accounted for					4.39%	6.69%
Average Daily Usage	8,959	8,826	9,248	9,134	9,220	9,088
Highest Daily Usage	12,070	9,409	12,070	10,512	12,070	10,512
SERVICES BILLED			% Change			
Residential - Inside City	14,016	13,725	2.1%			
Residential - Outside City	4,711	4,555	3.4%			
General Service - Inside City	3,069	3,058	0.4%			
General Service - Outside City	681	649	4.9%			
TOTAL	22,477	21,987	2.2%			
Above services include:						
Irrigation	438	430				
Unmetered Fire Protection	446	435				
TOTAL	884	865				

Fort Pierce Utilities Authority

WASTEWATER STATISTICS

June 2023

(In Thousands of Gallons)

	Current Month		9 Months-to-Date		12 Months Ended	
	This Year	Last Year	This Year	Last Year	This Year	Last Year
GALLONS BILLED						
Residential - Inside City	56,510	59,394	509,865	479,267	684,036	641,264
Residential - Outside City	4,734	4,462	42,963	41,635	56,525	54,290
General Service - Inside City	66,684	65,615	600,338	567,673	793,961	754,589
General Service - Outside City	10,321	10,819	103,494	100,012	136,223	130,305
SLC Bulk	5,815	7,625	58,388	65,909	79,422	86,480
Leachate Disposal	1,573	1,501	9,172	7,715	12,125	10,662
TOTAL GALLONS BILLED	145,637	149,416	1,324,220	1,262,211	1,762,292	1,677,590

WASTEWATER TREATED			% Change
(In Millions of Gallons per Day)			
Average Daily Flow	6.12	6.12	0.0%
Peak Flow	6.73	7.60	-11.4%

SERVICES BILLED			
Residential - Inside City	12,474	12,176	2.4%
Residential - Outside City	1,467	1,427	2.8%
General Service - Inside City	2,396	2,401	-0.2%
General Service - Outside City	256	246	4.1%
TOTAL	16,593	16,250	2.1%

FPUA
COMMUNITY PROUD

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600

Board Submission Form

8/30/2023

Department: 21 - Finance

Board Meeting Date: 09/05/2023

Item Type: Regular Agenda

Subject: Resolutions: Electric UA 2023-08; Gas UA 2023-09; Water UA 2023-10; and Wastewater UA 2023-11

Recommendation:

The first reading of the 2023 resolutions for the rate adjustments for the Electric, Natural Gas, Water and Wastewater systems. Second reading and presentation for approval will be at 4:00 on September 19, 2023. Presented by Barbara Mika.

Reviewed By Attorney:

Funds Available From: X No Funds Needed ___ Budgeted ___ Contingency

Approvals:

System Director: _____

Director of Finance: _____

Director of Utilities: CISNEROS, JAVIER Aug 30 2023 11:13AM

Fort Pierce Utilities Authority

Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Barbara A. Mika, Director of Financial Admin.

FROM: Michele S. Harris, Finance Manager

DATE: August 30, 2023

SUBJECT: **Resolutions: Electric UA 2023-08; Gas UA 2023-09; Water UA 2023-10; and Wastewater UA 2023-11**

PRESENTER(S): Barbara Mika, Grisel Cortes

RECOMMENDATION:

The first reading of the 2023 resolutions for the rate adjustments for the Electric, Natural Gas, Water and Wastewater systems. Second reading and presentation for approval will be at 4:00 on September 19, 2023.

SUMMARY/SUPPORTING INFORMATION

ALTERNATIVES (IF ANY):

ATTACHMENTS:

Resolution UA 2023-08 Electric
Exhibit A - Electric Rate Schedules Redlined
Resolution UA 2023-09 Gas
Resolution UA 2023-10 Water
Resolution UA 2023-11 Wastewater

RESOLUTION NO. UA 2023-08

A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES FOR ELECTRIC SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. UA 2022-06, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 7.07% INCREASE IN THE CUSTOMER AND USAGE CHARGES, BASED ON THE 2023 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR ADMINISTRATIVE ACTION, ANNUAL INDEXING PROVISION, SCRIVENOR'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Fort Pierce Utilities Authority ("FPUA") was created and established by the City Commission of the City of Fort Pierce, Florida ("City Commission"), 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 the FPUA the power and duty to fix rates to be charged for gas, electricity, water and wastewater (sanitary sewer), and other utility services sold and services rendered by the FPUA;

WHEREAS, in order to ensure that FPUA utility rates are sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of the electric system operation, the City Commission previously approved an annual adjustment of the rates and charges of the electric system based on the Florida Public Service Commission annual price index upon approval of the FPUA Board; and

WHEREAS, the Florida Public Service Commission annual price index is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Fort Pierce Utilities Authority:

SECTION I. RECITALS. The recitals stated above are true and correct and are hereby incorporated as if fully set forth herein.

SECTION II. ADOPTION OF THE MODIFIED ELECTRIC TARIFF SHEETS. The Board hereby adopts the modifications to the electric tariff sheets attached hereto as Exhibit

A in substantially the same form as attached ("Electric Tariff Sheets"). The modified Electric Tariff Sheets reflect the modifications to the rates of the electric distribution system. The effective date of the modifications shall be October 1, 2023. Beginning on October 1, 2023, the rates for electric service furnished from the FPUA electrical distribution system shall be in accordance with the Electric Tariff Sheets attached to this Resolution.

SECTION III. ADMINISTRATIVE ACTION. The Board directs the FPUA Director of Utilities or his designee(s) to take any necessary administrative action to implement the modifications to the Electric Tariff Sheets including submission to the Public Service Commission.

SECTION IV: ANNUAL INDEXING PROVISION: Pursuant to City Commission approval on May 16, 2022, in order to ensure that FPUA utility rates shall be sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust the monthly rates and charges of the electric system based on the Florida Public Service Commission annual price index without further action by the City Commission of the City of Fort Pierce. The price index is established by March 31 of each year and is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years. Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not apply the price index to the current rates and charges of the electric system, such adjustment shall not carry forward to future years. The price index shall not be applied to the base power cost.

SECTION V. SCRIVENER'S ERRORS. If there are any typographical, administrative, or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, such errors may be corrected with no further action by the Board.

SECTION VI. REPEAL. All prior inconsistent resolutions adopted by the FPUA Board are hereby expressly repealed to the extent of the conflict.

SECTION VII. SEVERABILITY. If any section, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION VIII. EFFECTIVE DATE. This Resolution shall take effect on October 1, 2023.

PASSED AND DULY ADOPTED this 19th day of September, 2023.

ATTEST:

Secretary	Chair

Approved as to form and correctness:

Fort Pierce Utilities Authority Attorney

FORT PIERCE UTILITIES AUTHORITY

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GS	General Service - Non Demand Electric Service	9.0 - 9.2
GSD	General Service - Demand Electric Service	10.0 - 10.2
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NM	Net Metering Service	19.0 - 19.2

RS

RATE SCHEDULE RS
RESIDENTIAL ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for residential electric service on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service used exclusively for domestic purposes to individually metered single-family dwelling units; to individually metered dwelling units in duplexes, apartments, and condominiums; and to farms occupied as the residences of the customers. This rate is not applicable to residential dwellings used for business purposes or licensed boarding or rooming houses if served by a single meter. This rate is not available to separately metered barns, workshops, or other similarly detached structures, which are associated with a primary residential dwelling, if the structure is not used for business purposes.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. At the option of the Fort Pierce Utilities Authority, three phase service will be provided when individual motors rated at 5.0 horsepower or larger are connected. All residential service required on the premises by the customer will be supplied through one meter. Standby, auxiliary, or resale service is not permitted hereunder.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters):
Single Phase or Three Phase Service..... $~~6.60~~7.06

Energy Charge:
0 – 750 kWh ..... ~~11.102~~11.325¢
750 and above kWh ..... ~~12.246~~12.549¢

(Continued on Sheet No. 8.1)

(Continued from Sheet No. 8.0)

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge."

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

GS

RATE SCHEDULE GS
GENERAL SERVICE NON-DEMAND ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for general service electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose with a maximum monthly demand of 20 kW or less and for which no other specific rate schedule is applicable.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. At the option of the Fort Pierce Utilities Authority, three phase service will be provided when individual motors rated at 3 horsepower or larger are connected. All service required on the premises by the customer will be furnished through one meter. Standby, auxiliary, or resale service is not permitted hereunder.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters):
Single Phase Service ..... $ ~~6.41~~6.86
Three Phase Service ..... ~~14.18~~15.18

Energy Charge:
All kWh @ ..... ~~12.292~~12.599¢

(Continued on Sheet No. 9.1)

(Continued from Sheet No. 9.0)

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge."

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

RESERVED FOR FUTURE USE.

GSD

RATE SCHEDULE GSD
GENERAL SERVICE-DEMAND ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for general service demand electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose once a monthly demand reaches 21 kW or greater, and for which no other specific rate schedule is applicable. Once a monthly demand in excess of 21 kW or greater has been reached, the electric service shall remain on this rate for a minimum of twelve (12) months.

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters):..... $~~43.13~~46.18
Demand Charge:
All kW of billing demand per month @ ..... $~~7.43~~7.96
Energy Charge:
All kWh per month @ ..... ~~8.823~~8.885¢

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

(Continued on Sheet No. 10.1)

(Continued from Sheet No. 10.0)

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge" plus the "Demand Charge."

Determination of Billing Demand:

The demand to be used for billing purposes shall be the maximum fifteen (15) minute integrated demand occurring during the billing period as indicated to the nearest whole kW by a meter installed to measure demand adjusted for power factor, if applicable, but in no event shall the billing demand for any monthly bill be less than 21 kW.

High Load Factor Conservation Credit:

To any demand customer served under the GSD tariff which had a billable demand level which exceeded 40 kW, and whose load factor averaged sixty-five percent (65%) or higher during six of the previous twelve monthly billing periods. The account must be a current paying customer for the previous twelve months.

For any billing period for which a demand customer's load factor shall be 60 percent or higher, a high load factor conservation credit will be applied to the customer's bill as shown below.

Load Factor	Monthly Conservation Credit
60 to 64 percent	$0.50 per kW demand charge
65 to 69 percent	$1.00 per kW demand charge
70 to 74 percent	$1.50 per kW demand charge
75 percent & higher	$2.00 per kW demand charge

The customer's load factor (LF) for any billing period shall be determined by the following formula:

LF = ME/ (MPD*DBP*24)

Where: ME is metered energy in kWh for the billing period.
MPD is metered peak demand in kW for the billing period.
DBP is the number of days in the billing period.

The load factor as determined by the above formula will be expressed as a whole percent amount with fractional amounts being disregarded.

Continued on Sheet No. 10.2)

(Continued from Sheet No. 10.1)

Power Factor Adjustment:

The Fort Pierce Utilities Authority may, at its option, install metering equipment to allow the determination of reactive components of power utilized by the customer. The customer's utilization of equipment shall not result in a power factor at the point of delivery of less than 92% lagging at the time of maximum demand. Should the power factor be less than 92% lagging during any month, the Fort Pierce Utilities Authority may adjust the readings taken to determine the demand by multiplying the kW obtained through such readings by 92% and by dividing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted readings shall be used in determining the billing demand.

The Fort Pierce Utilities Authority reserves the right, at its option, to utilize kVA meters, RkVA meters, and/or other appropriate meters in those metering installations where the customer's power factor is believed to be unsatisfactory on a continuous basis according to Fort Pierce Utilities Authority standards. If such meters are installed, the billing demand in kW may be computed from such instruments.

Primary Service Discount:

For service provided and metered at 13.2 kV and higher where the Fort Pierce Utilities Authority has such service available in the immediate area of the load and where the customer owns, operates and maintains the necessary transformation and distribution facilities located on the load side of the primary meter, the foregoing demand charges shall be subject to a discount of thirty-five cents ($0.35) per kW of billing demand.

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

GSLD

RATE SCHEDULE GSLD
GENERAL SERVICE LARGE DEMAND
ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for general service large demand high load factor electric energy on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service required for lighting, power, and any other purpose to any customer contracting for not less than 500 kilowatts (kW), with a monthly load factor of not less than seventy percent (70%).

CHARACTER OF SERVICE:

Service under this schedule shall be single phase or three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

Customer Charge (Active and Inactive Meters):..... $~~43.13~~46.18

Demand Charge:
All kW of billing demand per month @ ..... $~~14.41~~15.43

Energy Charge:
All kWh per month @ ..... 7.953¢

(Continued on Sheet No. 11.1)

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge" plus the "Demand Charge," but in any event no less than $~~6,604.30~~7,761.18.

Determination of Billing Demand:

The demand to be used for billing purposes shall be the maximum fifteen (15) minute integrated demand occurring during the billing period as indicated to the nearest whole kW by a meter installed to measure demand adjusted for power factor, if applicable, but in no event shall billing demand for any month be less than 500 kW, or the contract demand (if applicable), whichever is greater.

High Load Factor Conservation Credit:

To any customer served under the GSLD tariff contracting for not less than 500 kW, with a load factor of not less than seventy percent (70%) during six of the pervious twelve monthly billing periods. The account must be a current paying customer for the previous twelve months, and no other credits can apply.

For any billing period for which a large demand customer's load factor shall be 70 percent or higher, a high load factor conservation credit will be applied to the customer's bill as shown below.

Load Factor	Monthly Conservation Credit
70 to 74 percent	$1.50 per kW demand charge
75 percent & higher	$2.00 per kW demand charge

The customer's load factor (LF) for any billing period shall be determined by the following formula:

LF = ME/ (MPD*DBP*24)

where: ME is metered energy in kWh for the billing period.
MPD is metered peak demand in kW for the billing period.
DBP is the number of days in the billing period.

The load factor as determined by the above formula will be expressed as a whole percent amount with fractional amounts being disregarded.

(Continued on Sheet No. 11.2)

(Continued from Sheet No. 11.1)

Power Factor Adjustment:

The Fort Pierce Utilities Authority may, at its option, install metering equipment to allow the determination of reactive components of power utilized by the customer. The customer's utilization of equipment shall not result in a power factor at the point of delivery of less than 92% lagging at the time of maximum demand. Should the power factor be less than 92% lagging during any month, the Fort Pierce Utilities Authority may adjust the readings taken to determine the demand by multiplying the kW obtained through such readings by 92% and by dividing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted readings shall be used in determining the billing demand.

The Fort Pierce Utilities Authority reserves the right, at its option, to utilize kVA meters, RkVA meters, and/or other appropriate meters in those metering installations where the customer's power factor is believed to be unsatisfactory on a continuous basis according to Fort Pierce Utilities Authority standards. If such meters are installed, the billing demand in kW may be computed from such instruments.

Primary Service Discount:

For service provided and metered at 13.2 kV and higher where the Fort Pierce Utilities Authority has such service available in the immediate area of the load and where the customer owns, operates and maintains the necessary transformation and distribution facilities located on the load side of the primary meter, the foregoing demand charges shall be subject to a discount of thirty-five cents ($0.35) per kW of billing demand.

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF SERVICE:

Customers choosing to receive electric service under this electric rate schedule shall contract to remain on this rate for a minimum of twelve (12) consecutive months commencing with the first complete billing period following the request for such service.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

ISSUED BY: Director of Finance EFFECTIVE: May 1, 2011

RESERVED FOR FUTURE USE.

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ED

RATE SCHEDULE ED
ECONOMIC DEVELOPMENT
ELECTRIC SERVICE RATE SCHEDULE

Fort Pierce Utilities Authority (FPUA) offers an economic development rate schedule for general service customers as an incentive for new and expanding customers. There are five tiers of declining discounts on the new or additional Energy Charge based on the following criteria:

Tier	Criteria	Duration of Discount
1	20 kilowatts (kW) or more of new electric demand where FPUA facilities are not currently installed	Two years • Year 1 10% • Year 2 5%
2	20 kilowatts (kW) or more of new or additional electric demand where FPUA facilities are already installed	Three years • Year 1 15% • Year 2 10% • Year 3 5%
3	50 kilowatts (kW) or more of new or additional electric demand	Four years • Year 1 20% • Year 2 15% • Year 3 10% • Year 4 5%
4	100 kilowatts (kW) or more of new or additional electric demand	Five years • Year 1 25% • Year 2 20% • Year 3 15% • Year 4 10% • Year 5 5%
5	300 kilowatts (kW) or more of new or additional electric demand	Negotiated contract rate for Energy Charge

AVAILABILITY:

This schedule is available to eligible General Service customers, throughout the entire territory served by and at the option of FPUA.

APPLICATION:

Service under this schedule shall apply to any new or existing general service customer who meets the minimum criteria as described above. Customers wishing to enjoy the benefits of this economic development rate will be required to sign a contract agreeing to these terms and conditions. Customers or prospective customers defined as Public Administration by the Office of Management and Budget (OMB), North American Industry Classification System (NAICS), are specifically excluded. Participation under this schedule is voluntary and is offered solely at the option of FPUA.

(Continued on Sheet No. 11.6)

(Continued from Sheet No. 11.5)

CHARACTER OF SERVICE:

Service under this rate schedule shall be single phase or three phase, 60 Hertz, alternating current at FPUA's available standard voltages. All service required on the premises of the customer shall be furnished through one meter. This service is available only at the delivery point of the qualifying retail customer served and metered by FPUA.

LIMITATION OF SERVICE:

Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

The monthly rate shall be established by FPUA in accordance with the applicable standard rate schedule, and based on the Tier of incentive in the contract.

(i) A Customer Charge, set at the applicable standard rate schedule then in effect.
(ii) A Demand Charge (kW), set at the applicable standard rate schedule then in effect.
(iii) An Energy Charge (kWh), based on the standard rate schedule, discounted as described above.

FPUA reserves the right to audit premises to verify eligibility throughout the contract period. At the end, or upon termination, of the contract, the customer will be charged 100% of the appropriate available and eligible general service rate schedule.

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in FPUA's Power Cost Adjustment Clause, which is a part of the Monthly Rate of this rate schedule.

Minimum Charge:

The monthly minimum charge shall be the Customer Charge plus applicable Demand Charge.

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with FPUA's Tax Adjustment Clause, which is made a part of this rate schedule.

(Continued on Sheet No. 11.7)

(Continued from Sheet No. 11.6)

TERMS OF PAYMENT:
The terms of payment shall be in accordance with the provisions set forth in FPUA's General Rules and Regulations for Governing the Provisions of Utility Service.

OS

RATE SCHEDULE OS
TRAFFIC SIGNAL ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for traffic signal electric service on the following bases of availability, application, character of service, monthly rate, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service used exclusively for traffic signals and other traffic control devices where the traffic signal system and the circuit necessary to connect to the Fort Pierce Utilities Authority's existing distribution facilities are installed, owned, and maintained by the customer.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages. Standby, auxiliary, or resale service is not permitted hereunder.

MONTHLY RATE:

Energy Charge:
All kWh @.....~~10.972~~11.186¢

The Fort Pierce Utilities Authority will estimate the monthly kWh usage utilizing the following: (i) the number of traffic signals or control devices in service, (ii) the type, (iii) the lamp wattages, (iv) other ancillary equipment, and (v) the days per billing period.

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

(Continued on Sheet No. 12.1)

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's tax adjustment clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

RESERVED FOR FUTURE USE.

WC

RATE SCHEDULE WC
WIRELESS CAMERA RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for electric service to wireless cameras on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available to City, County, State, or Federal Government agencies throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service used exclusively for wireless cameras and control devices, where the camera system and the circuit necessary to connect to the Fort Pierce Utilities Authority's existing distribution facilities are installed, owned and maintained by the customer, and are located on utility poles or traffic light structures along publicly dedicated streets, highways, roads, alleys or other publicly dedicated rights-of-way.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages. The Fort Pierce Utilities Authority shall be permitted to enter the publicly dedicated rights-of-way at all reasonable times without being subject to trespass, for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities.

LIMITATION OF SERVICE:

Services shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous energy and will not be liable for damages resulting from any interruption, deficiency, or failure of service and lines and equipment, or for system protection. It is the customer's responsibility to keep trees, shrubs, and other plants clear of the cameras and the wires serving the electric fixture.

Standby, auxiliary, or resale service is not permitted under this schedule.

(Continued on Sheet No. 13.1)

(Continued from Sheet No. 13.0)

MONTHLY RATE:

Customer Charge per service location:..... $~~1.65~~1.76

Energy Charge:
All kWh per month @.....~~12.292~~12.599¢

The Fort Pierce Utilities Authority will estimate the monthly kWh usage utilizing the following: (i) the number of wireless cameras or control devices in service, (ii) the type, (iii) other ancillary equipment, and (iv) the days per billing period.

POWER COST ADJUSTMENT:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is not a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor
(expressed in dollars per kWh).

TAX ADJUSTMENT:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

RESERVED FOR FUTURE USE.

RESERVED FOR FUTURE USE.

OL

RATE SCHEDULE OL
OUTDOOR SECURITY LIGHTING ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for outdoor security lighting electric service and maintenance only on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, tax adjustment, and other appliance charges.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

For year-round automatically controlled security lighting of privately--owned roads or streets, and privately or publicly owned yards, driveways, walkways, parks, recreation areas, buildings, parking lots, and other similar type areas.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages and includes lamp renewals, automatically controlled energy from approximately dusk each day until approximately dawn the following day (dusk to midnight for some governmental installations), and maintenance of the facilities. The Fort Pierce Utilities Authority will replace all burned-out lamps and will maintain its facilities during regular working hours as soon as practicable following notification by the customer that such work is necessary. The Fort Pierce Utilities Authority shall be permitted to enter the customer's premises, without being subject to trespass, at all reasonable times for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities. The customer may be requested to reimburse the Fort Pierce Utilities Authority for the cost of any maintenance work which is required because of vandalism.

LIMITATION OF SERVICE:

Lights to be served hereunder shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The location of lighting fixtures shall be by mutual agreement and shall not be so located as to create a public nuisance. Substantial and material complaints registered by neighboring customers affected by the light(s) may, at the discretion of the Authority, be grounds for removal or relocation of said light(s). The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous lighting and will not be liable for damages resulting from any interruption, deficiency, or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines and equipment or for system protection. It is the customer's responsibility to keep trees, shrubs and other plants clear of the lighting pattern of the lighting fixture and the wires serving the lighting fixture.

(Continued on Sheet No. 14.1)

(Continued from Sheet No. 14.0)

Standby, auxiliary, or resale service is not permitted under this rate schedule.

MONTHLY RATE:

(Continued on Sheet No. 14.2)

		Dusk to Dawn					Dusk to Midnight	
Average Initial Lumen and Lamp Size	Light Fixture Type	Average Monthly kWh Usage	Energy Only	Fixture & Maintenance Only	Energy, Fixture & Maintenance	Average Monthly kWh usage	Energy, Fixture & Maintenance
						Governmental Only	
Standard Yard Light							
8,800 Lumen Light Fixture (100 Watt)	HPS	47	$ 5.22	$ 6.23	$11.45	24	$ 8.89
Cobra Head Lighting							
16,000 Lumen Light Fixture (150 Watt)	HPS	69	$ 7.66	$ 7.30	$14.96	35	$11.19
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$12.10	$ 7.47	$19.57	55	$13.58
47,500 Lumen Light Fixture (400 Watt)	HPS	168	$18.65	$ 8.05	$26.70	84	$17.38
28,500 Lumens Light Fixture (250 Watt)	MH	113	$12.55	$15.09	$27.64	57	$21.42
36,000 Lumens Light Fixture (400 Watt)	MH	168	$18.65	$ 9.47	$28.12	84	$18.80
Flood Lighting Service							
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$12.10	$ 8.13	$20.23	55	$14.24
47,500 Lumen Light Fixture (400 Watt)	HPS	168	$18.65	$ 8.48	$27.13	84	$17.81
21,000 Lumen Light Fixture (250 Watt)	MH	105	$11.66	$15.35	$27.01	53	$21.23
36,000 Lumen Light Fixture (400 Watt)	MH	166	$18.43	$ 9.93	$28.36	83	$19.14
115,000 Lumen Light Fixture (1000 Watt)	MH	389	$43.19	$13.18	$56.37	195	$34.83
Concourse Lighting Service							
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$12.10	$11.90	$24.00	55	$18.01
50,000 Lumen Light Fixture (400 Watt)	HPS	168	$18.65	$11.84	$30.49	84	$21.17
115,000 Lumen Light Fixture (1000 Watt)	MH	389	$43.19	$19.91	$63.10	195	$41.56
Turtle Friendly Lighting Service							
16,000 Lumen Light Fixture (150 Watt)	HPS	69	$7.66	$ 8.25	$15.91	35	$12.14
26,000 Lumen Light Fixture (250 Watt)	HPS	109	$12.10	$ 8.09	$20.19	55	$14.20

(Continued from Sheet No. 14.1)

POWER COST ADJUSTMENT:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

	Dusk to Dawn						Dusk to Midnight	
Average Initial Lumen and Lamp Size	**Light Fixture Type**	**Average Monthly kWh Usage**	**Energy Only**	**Fixture & Maintenance Only**	**Energy, Fixture & Maintenance**	**Maintenance Only**	**Average Monthly kWh usage**	**Energy, Fixture & Maintenance**
						Existing installations only		
Decorative Lighting Service								
6,400 Lumen Light Fixture (70 Watt)	HPS	36	$4.00	$12.53	$16.53	N/A	18	$14.53
14,000 Lumen Single Light Fixture (175 Watt)	MH	83	$9.21	$29.61	$38.82	$5.94	42	$34.27
28,000 Lumen Double Light Fixture (2-175 Watt)	MH	169	$18.76	$48.45	$67.21	N/A	85	$57.89
Metered Flood Lighting Service (City of FP only)								
50,000 Lumen Light Fixture (400 Watt)	HPS	N/A	N/A	$16.63	N/A	N/A	N/A	N/A
Security Lighting								
Equivalent 10 100 watt	LED	24	$2.66	$6.66	$9.32	N/A	12	$7.99
Area Lighting								
Equivalent to 150 watt	LED	35	$3.89	$8.30	$12.19	N/A	18	$10.30
Equivalent to 400 watt	LED	55	$6.11	$15.93	$22.04	N/A	28	$19.04
Equivalent to 1000 watt	LED	195	$21.65	$24.41	$46.06	N/A	98	$35.29
Flood Lighting								
Equivalent to 400 watt	LED	55	$6.11	$26.16	$22.37	N/A	28	$19.37
Equivalent to 1000 watt	LED	195	$21.65	$24.41	$46.06	N/A	98	$35.29
Decorative Lighting Service								
Equivalent to 70 watt	LED	18	$2.00	$11.32	$13.32	N/A	9	$12.32
Equivalent to 175 watt	LED	42	$4.66	$26.64	$31.30	$5.94	21	$28.97
Equivalent to 2-175 watt	LED	84	$9.33	$44.96	$54.29	N/A	42	$49.62
Metered Flood Lighting Service (City of FP only)								
Equivalent to 400 watt	LED	N/A	N/A	$16.26	N/A	N/A	N/A	N/A

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor (expressed in dollars per kWh).

(Continued on Sheet No. 14.3)

(Continued from Sheet No. 14.2)

TAX ADJUSTMENT:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

INSTALLATION CHARGE:

There will be no installation charge for standard fixtures placed on an existing standard utility pole with an existing secondary facility served by overhead lines or for installation of decorative lights with decorative poles adjacent to an underground secondary point of service. The customer will be required to pay all other costs as a Contribution in Aid of construction prior to installation (this includes the cost of installing poles for concourse lighting service and special controllers for dusk to midnight applications, etc.). The pole(s) and light fixture(s) will remain the property of the Fort Pierce Utilities Authority. Any relocation requested by a customer after installation shall be made at the customer's expense.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

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RESERVED FOR FUTURE USE.

RV

RATE SCHEDULE RV
MASTER-METERED RECREATIONAL VEHICLE PARKS RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for master metered recreational vehicle park electric service on the following bases of availability, application, character of service, monthly rate, minimum charge, power cost adjustment, and tax adjustment.

AVAILABILITY:

This schedule is available throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

This schedule is applicable to all electric service to master metered recreational vehicle parks where service is furnished through a single master meter. This schedule is not available to individually metered residences or businesses.

CHARACTER OF SERVICE:

Service under this schedule shall be three phase, 60 Hertz, alternating current at the Fort Pierce Utilities Authority's available standard voltages.

MONTHLY RATE:

A.	Monthly Customer Charge	$~~34.30~~36.72
B.	Energy Charge for All Energy Usage	~~11.330~~11.569¢ per kWh

Minimum Charge:

The monthly minimum charge shall be the "Customer Charge."

Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule.

(Continued on Sheet No. 15.1)

(Continued from Sheet No. 15.0)

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

RESERVED FOR FUTURE USE.

SL

RATE SCHEDULE SL
PUBLIC STREET AND HIGHWAY LIGHTING
ELECTRIC SERVICE RATE SCHEDULE

The Fort Pierce Utilities Authority shall charge and collect for public street and highway lighting electric service on the following bases of availability, application, character of service, limitation of service, monthly rate, power cost adjustment, tax adjustment, and other applicable charges.

AVAILABILITY:

This schedule is available to City, County, State, or Federal Government agencies throughout the entire territory served by and at the option of the Fort Pierce Utilities Authority.

APPLICATION:

For year-round automatically controlled dusk-to-dawn lighting of publicly dedicated streets, highways, roads, alleys or other publicly dedicated rights-of-way used for the movement of vehicular traffic.

CHARACTER OF SERVICE:

Service under this rate schedule shall be alternating current, 60 Hertz, single phase at the Fort Pierce Utilities Authority's standard voltages and includes lamp renewals, automatically controlled energy from approximately dusk each day until approximately dawn of the following day, and maintenance of the facilities. The Fort Pierce Utilities Authority will replace all burned-out lamps and will maintain its facilities during regular working hours as soon as practicable following notification by the customer that such work is necessary. The Fort Pierce Utilities Authority shall be permitted to enter the publicly dedicated rights-of-way at all reasonable times without being subject to trespass, for the purpose of inspecting, maintaining, and installing or removing any or all of its equipment or facilities. The customer may be requested to reimburse the Fort Pierce Utilities Authority for the cost of any maintenance work which is required because of vandalism.

LIMITATION OF SERVICE:

Lights to be served hereunder shall be at locations that, in the opinion of the Fort Pierce Utilities Authority, are easily and economically accessible to the Fort Pierce Utilities Authority's equipment and personnel for construction and maintenance. The Fort Pierce Utilities Authority, while exercising reasonable diligence at all times to furnish services hereunder, does not guarantee continuous lighting and will not be liable for damages resulting from any interruption, deficiency, or failure of service and lines and equipment, or for system protection. It is the customer's responsibility to keep trees, shrubs, and other plants clear of the lighting pattern of the lighting fixture and the wires serving the lighting fixture.

Standby, auxiliary, or resale service is not permitted under this schedule.

(Continued on Sheet No. 16.1)

(Continued from Sheet No. 16.0)

If the Fort Pierce Utilities Authority is required to remove or replace existing high pressure sodium vapor lighting fixtures under this schedule thereby forcing premature retirement, the customer shall be required to reimburse the Fort Pierce Utilities Authority an amount equal to the original installed cost, less any salvage value, depreciated as determined by the Fort Pierce Utilities Authority.

MONTHLY RATES:

Average Initial Lumen and Lamp Sized	Light Fixture Type	Average Monthly kWh usage	Energy Only	Energy, Fixture & Maintenance	Maintenance Only
Standard Open Bottom Lighting					
8800 Lumens - 100 Watt Fixture	HPS	47	$ 5.22	$11.45	$1.76
Cobra Head					
16000 Lumens - 150 Watt Fixture	HPS	69	$ 7.66	$16.91	$1.76
26000 Lumens - 250 Watt Fixture	HPS	109	$12.10	$23.28	$1.76
50000 Lumens - 400 Watt Fixture	HPS	168	$18.65	$31.54	$1.76
28500 Lumens - 250 Watt Fixture	MH	113	$12.55	$23.58	$6.59
36000 Lumens - 400 Watt Fixture	MH	168	$18.65	$31.44	$2.90
City of Fort Pierce Decorative Lighting					
Energy Only Flood Lights at JC Park (13 Watt)	INC	5	$ 0.56	N/A	N/A
13000 Lumens - 150 Watt Single Fixture - LSI	MH	68	$ 7.55	N/A	$5.07
4600 Lumens - 35 Watt Single Fixture - LSI (Sunrise)	LPS	54	$ 6.00	N/A	$5.07
9200 Lumens - 35 Watt Double Fixture - LSI (Sunrise)	LPS	108	$11.99	N/A	$5.66
3900 Lumens - 50 Watt Bollard - Sternberg	MH	24	$- 2.66	N/A	$5.07
8000 Lumens - 100 Watt - LSI	HPS	47	$ 5.22	N/A	$5.07
8500 Lumens - 100 Watt Single Fixture - Sternberg	HPS	47	$ 5.22	N/A	$5.07
10500 Lumens – 150 Watt Single Fixture – King Luminaire	MH	59	$ 6.55	N/A	$4.30
13800 Lumens - 150 Watt Single Fixture - Lumec	HPS	71	$ 7.88	N/A	$5.07
27600 Lumens - 150 Watt Double Fixture - Lumec	HPS	142	$15.76	N/A	$5.66
15000 Lumens - 175 Watt Single Fixture – Sternberg/Lumec	MH	80	$ 8.88	N/A	$5.66
String lights (Per Bulb)		9	$1.00	N/A	N/A

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(Continued on Sheet No. 16.2)

(Continued from Sheet No. 16.1)

Average Initial Lumen and Lamp Sized	Light Fixture Type	Average Monthly kWh usage	Energy Only	Energy, Fixture & Maintenance	Maintenance Only
LED Lighting					
Decorative Rope Lights (Per Pole)	LED	11	$1.22	N/A	N/A
Low-Power Up-Light (less than 20 Watts)	LED	5	$- 0.56	N/A	N/A
Equivalent to 62 Watt Decorative	LED	23	$ 2.55	N/A	N/A
Equivalent to 175 Watt HID	LED	35	$ 3.89	N/A	N/A
Equivalent to 150 Watt HID	LED	28	$ 3.11	N/A	N/A
Equivalent to 250 Watt HID	LED	45	$ 5.00	N/A	N/A
Equivalent to 400 Watt HID	LED	92	$ 10.21	N/A	N/A
FPL Warning Siren					
FPL Warning Siren	Siren	24	$ 2.95	N/A	N/A

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Power Cost Adjustment:

The amount computed at the above monthly rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the Fort Pierce Utilities Authority's Power Cost Adjustment Clause which is a part of the "Monthly Rate" of this rate schedule. The monthly Power Cost Adjustment charge, if any, will be determined as follows:

Average Monthly kWh usage times the monthly Power Cost Adjustment Factor
(expressed in dollars per kWh).

Tax Adjustment:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Fort Pierce Utilities Authority's Tax Adjustment Clause which is made a part of this rate schedule.

INSTALLATION CHARGE:

There will be no installation charge for standard fixtures placed on an existing standard wood pole located within 100 feet of an existing secondary facility served by overhead lines. The pole and light fixture will remain the property of the Fort Pierce Utilities Authority. Any relocation requested by a customer after installation shall be made at the customer's expense.

(Continued on Sheet 16.3)

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(Continued on Sheet No. 16.3)

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CHARGES FOR SPECIAL POLES:

If standard concrete poles are requested by the customer, the customer shall reimburse the Fort Pierce Utilities Authority for the installed cost differential between a standard wood pole and the requested standard concrete pole. Any non-standard pole (i.e., fiberglass, steel, aluminum, etc.) and/or non-standard fixture will be purchased, installed, and maintained by the customer. The FPUA will furnish "energy only" to such non-standard poles/fixtures. The Authority reserves the right to install, at its own expense, standard concrete poles if it determines such installation is in the best interest of the Authority and/or the general public.

~~(Continued on Sheet No. 16.3)~~

~~ISSUED BY: Director of Financial Administration EFFECTIVE: October 1, 2022~~

~~FORT PIERCE UTILITIES AUTHORITY SECOND REVISED SHEET NO. 16.3~~
~~CITY OF FORT PIERCE, FLORIDA CANCELLING FIRST SHEET NO. 16.3~~

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CHARGES FOR UNDERGROUND SERVICE:

If underground service is requested by the customer, the customer shall reimburse the Fort Pierce Utilities Authority for the total cost differential between the standard overhead configuration and the requested underground configuration.

TERMS OF PAYMENT:

The terms of payment shall be in accordance with the provisions set forth in the Fort Pierce Utilities Authority's General Rules and Regulations Governing the Provision of Utility Service.

ISSUED BY: Director of Financial Administration EFFECTIVE: October 1, 2022

FORT PIERCE UTILITIES AUTHORITY THIRD REVISED SHEET NO. 17.0
CITY OF FORT PIERCE, FLORIDA CANCELLING SECOND REVISED SHEET NO. 17.0

TAC

RATE SCHEDULE TAC
TAX ADJUSTMENT CLAUSE

TAX ADJUSTMENT:

The amount computed at the above monthly rate as adjusted by the application of the monthly Power Cost Adjustment Clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority which are assessed on the basis of meters or customers or the price of or revenues from electric energy or service sold or volume of energy generated or purchased for sale or sold.

A utility tax of 10% shall be added to all rate schedules for service inside the city limits. The amount will not exceed the limitation established by Subsection 166.231, Florida Statutes.

A surcharge for service provided outside the city limits of the City of Fort Pierce, Florida, shall be added to all rate schedules. The amount of the surcharge shall be equal to the utility tax imposed on service inside the city limits. The surcharge shall apply to the same base, at the same rate, in the same manner and to the same types of customers as the utility tax, all as set forth in Rule 25-9.525 of the Florida Administrative Code.

ISSUED BY: Director of Finance EFFECTIVE: May 1, 2011

RESERVED FOR FUTURE USE.

RESERVED FOR FUTURE USE.

RESERVED FOR FUTURE USE.

RESERVED FOR FUTURE USE.

PCA

RATE SCHEDULE PCA
POWER COST ADJUSTMENT CLAUSE

APPLICATION:

This Power Cost Adjustment Clause is applicable to and becomes a part of all the Fort Pierce Utilities Authority's retail rate schedules and is applicable to all sales thereunder.

BILLING:

The monthly bill computed under the appropriate retail rate schedule will be increased or decreased by an amount equal to the result of multiplying the kWh sold by the power cost adjustment clause factor (PCA) in effect at the time and determined as follows:

$$PCA = (A) + (B)$$

where:

1. PCA = Estimated Power Cost Adjustment factor in dollars per kWh rounded to the nearest one-thousandth of a cent.

2. A = Total applicable purchased power costs, as determined in accordance with the formulaic approach set forth in Second Revised Sheet No. 18.1.

3. B = An amount to correct for the over-recovery or under-recovery of the actual applicable purchased power costs (True-Up Adjustment), determined as the difference between actual applicable purchased power costs and the purchased power costs actually billed during the same period; plus any previous over-recovery or under-recovery of actual applicable purchased power costs as defined above associated with prior period adjustments, if any.

(Continued on Sheet No. 18.1)

(Continued from Sheet No. 18.0)

POWER COST ADJUSTMENT CLAUSE FORMULA

Power Cost Adjustment for Period of _____

Step 1: Cost per kWh Purchased _____

$ Cost of Purchased Power divided by Item 2 = _____ ¢ per kWh
Total kWh Purchased

All costs associated with power purchased from Florida Municipal Power Agency purchases shall be included.

Step 2: True-Up Adjustment = (B) _____ ¢ per kWh

Step 3: Adjusted Cost per kWh Purchased
Reflecting True-Up Adjustment _____ ¢ per kWh

Step 4: Base Power Cost 7.9522 ¢ per kWh

Step 5: Adjustment Factor _____ ¢ per kWh

Adjusted Cost per kWh Purchased – Base Power Cost

Step 6:

Power Cost Adjustment Rounded to Nearest .001¢ _____ ¢ per kWh

If significant circumstances arise which warrant a change to the PCA, then the PCA may be modified as approved by the FPUA Board.

ISSUED BY: Director of Finance EFFECTIVE: February 1, 2012

RESERVED FOR FUTURE USE.

RESERVED FOR FUTURE USE.

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NET METERING SERVICE
RATE SCHEDULE – NM

AVAILABLE: Entire Service Area

APPLICABLE: This schedule is applicable to a customer who:

1. Takes retail service from the Fort Pierce Utilities Authority (FPUA) under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating facility with a generating capacity that does not exceed two megawatts (2 MW), that is located on the customer's premises and that is primarily intended to offset part or all of customer's own electric requirements. Customer's facility shall fall within one of the following ranges:
   - Tier 1 = Ten (10) kW or less;
   - Tier 2 = greater than 10kW and less than or equal to 100kW;
   - Tier 3 = greater than 100kW and less than or equal to 2MW.
3. Is interconnected and operates in parallel with FPUA's electric distribution system;
4. Provides FPUA with an executed Standard Interconnection Agreement for Customer-Owned Renewable Generation and an executed Tri-Party Net-Metering Power Purchase Agreement by and between Florida Municipal Power Agency (FMPA) and FPUA.

MONTHLY RATE:

All rates charged under this schedule will be in accordance with the customer's otherwise applicable rate schedule. A customer served under this schedule is responsible for all charges from its otherwise applicable rate schedule including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges. Charges for energy (kwh) supplied by FPUA will be based on the net metered usage in accordance with Billing (see below).

METERING:

Energy metering under this schedule shall be accomplished by separately registering the flow of electricity both (1) from FPUA, and (2) excess energy (kWh) generated by customer and delivered to FPUA's electric system. Such metering equipment shall be installed at the point of delivery at the expense of FPUA.

Any additional meter or meters installed as necessary to measure total renewable electricity generated by the customer for the purposes of receiving Renewable Energy Certificates (or similarly titled credits for renewable energy electricity generated) shall be installed at the expense of the customer, unless determined otherwise during negotiations for the sale of the customer's credits to FMPA or FPUA.

(Continued on Sheet No. 19.1)

(Continued from Sheet No. 19.0)

Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.

BILLING: Customer shall be billed for its consumption and export of excess energy as follows:

a) Customer shall be billed for the total amount of electric power and energy delivered to customer by FPUA in accordance with the otherwise applicable rate schedule.
b) Electric energy from the Customer Renewable Generation System shall first be used to serve the customer's own load and offset the customer's demand for FPUA's electricity. Any kWh of electric energy produced by the customer-owned renewable generation system that is not consumed by the customer's own load and is delivered to FPUA's electric system shall be deemed as "excess customer-owned renewable generation." Excess customer-owned renewable generation shall be purchased in the form of a credit on the customer's monthly energy consumption bill.
c) Each billing cycle, customer shall be credited for the total amount of excess electricity generated by the customer-owned renewable generation that is delivered to FPUA's electric system during the previous billing cycle. The credit from FPUA shall be equal to the "ARP $/kWh Renewable Generation Credit Rate" as determined by FPUA's wholesale power provider, the Florida Municipal Power Agency ("FMPA"), on a quarterly basis. The "ARP $/kWh Renewable Generation Credit Rate" is the quarterly average of the ARP energy rate, updated each April 1, July 1, October 1, and January 1.
d) In the event that a given monthly credit for excess customer-owned renewable generation exceeds the total billed amount for customer's consumption in any corresponding month, then the excess credit shall be applied to the customer's subsequent bill. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset customer's energy consumption bill for a period of not more than twelve (12) months. In the last billing cycle of each calendar year, any unused excess energy credits shall be paid by FPUA to the customer at the average annual rate for excess energy credits.
e) In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid by FPUA.
f) Regardless of whether any excess energy is delivered to FPUA's electric system in a given billing cycle, customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule; or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.
g) Customer acknowledges that its provision of electricity to FPUA hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to FPUA pursuant to this Schedule, from all participating FPUA customers, exceeds two and one-half percent (2.5%) of the aggregate customer peak demand on FPUA's electric system.

(Continued to Sheet No. 19.2)

(Continued from Sheet No. 19.1)

FEES: The customer shall be required to pay the following fees for the review and processing of the application as follows. Fees may be adjusted annually.

Tier 1 – No Fee
Tier 2 - $100.00
Tier 3 - $100.00

a) Tier 3 - Study Fee – Deposit of $500.00 - Customer to pay actual cost. Should the actual cost of the study be less than the deposit, the difference will be refunded to the customer.

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RESOLUTION NO. UA 2023-09

A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES AND CHARGES FOR NATURAL GAS SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. 2022-07, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 7.07% INCREASE IN THE CUSTOMER AND COMMODITY CHARGES BASED ON THE 2023 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR ANNUAL INDEXING PROVISION, ADMINISTRATIVE ACTION, SCRIVENOR'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII, grants to the FPUA the power and duty to fix rates to be charged for gas, electricity, water, and wastewater (sanitary sewer), and other Utility Services sold and services rendered by the FPUA;

WHEREAS, in order to ensure that FPUA utility rates are sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of the natural gas system operation, the City Commission previously approved an annual adjustment of the rates and charges of the natural gas system based on the Florida Public Service Commission annual price index upon approval of the FPUA Board; and

WHEREAS, the Florida Public Service Commission annual price index is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Fort Pierce Utilities Authority:

SECTION I. RECITALS. The recitals stated above are true and correct and are hereby incorporates as if fully set forth herein.

SECTION II. NATURAL GAS SERVICE RATE SCHEDULE. The schedule of rates and charges to be imposed for the commodity and facilities furnished by the natural gas distribution system of FPUA shall be subject to revision from time to time as may be necessary. Unless the context otherwise requires, the terms defined in this Resolution shall have the meanings specified

in the resolution entitled General Rules and Regulations Governing the Provision of Utility Service. FPUA shall charge and collect for service based on availability, applicability, character of service, Customer Charge/Minimum Charge, Commodity Charge, Purchased Gas Adjustment, and Tax Adjustment. The schedule thereof, which shall be applicable to all natural gas service provided by FPUA, with the exception of certain authorized contracts, shall be implemented as follows:

A. RESIDENTIAL AND COMMERCIAL:

1. Availability: Service under the Residential and Commercial rate schedule shall apply only to individual dwelling units and their appurtenances where natural gas is used exclusively for cooking and/or water heating and/or other Residential purposes in addition to building heating. Each dwelling unit in multiple unit residential dwelling complexes shall be considered as a separate Customer and shall be separately metered and billed. This rate shall not be available for buildings equipped only with natural gas space heaters where no other use is made of natural gas, or for standby or auxiliary service. No natural gas purchased under this schedule shall be resold for any purpose.

2. Character of Service: Natural gas delivered at an average pressure of seven (7) inches water column and an average heating value of 1,020 BTU's per standard cubic foot.

3. Monthly Rate:

TABLE NO. NG-1	
Meter Size in cfh	**Customer Charge/Minimum Charge October 1, 2023**
175 - 250	$ 16.57
400 - 425	20.28
630	30.73
750	33.12
800 - 880	36.49
1,000	39.54
1,400	52.41
1,500	55.61
2,300	81.32
3,000	103.72
3,500	119.82
5,000	167.83
5,500	184.06
9,000 – 10,000	204.63
14,000	238.51
18,000	309.69

a. Customer (Readiness-to-Serve) Charge/Minimum Charge, as shown in Table No. NG-1**:**

i. Active Account: The flat monthly charge based on Meter size; no gas included.

ii. Inactive Account: An active account becomes inactive when a Customer elects to voluntarily disconnect Utility Services. Voluntary disconnection includes services disconnected for nonpayment, and Meter(s) removed due to tampering. This charge would not be billed if the Meter has been removed from a structure which has been demolished. This charge is also referred to as the Customer Charge for Active Accounts, and will be billed to the owner of the property for a period of two (2) years of inactivity, at which time the Meter will be removed in accordance with U.S. Department of Transportation regulations.

b. Commodity Charge, as shown in Table No. NG-2**:**

TABLE NO. NG-2	
ccf	**Commodity Charge per ccf October 1, 2023**
0 - 100	$ 1.71
101 - 500	1.11
501 – 2,000	1.02
Over 2,000	0.96

B. HEAT ONLY:

1. Availability: Service under the Heat Only rate schedule shall apply to all Customers using natural gas for heating purposes only in homes, buildings, or structures, inside and outside corporate limits, where service is supplied at one location through one Meter. No other rate schedule or schedules shall be applied in such cases. No natural gas purchases under this schedule(s) shall be resold for any purpose.

2. Character of Service: Same as Section II.A.(2) above.

3. Monthly Rate:

a. Customer (Readiness-to-Serve) Charge/Minimum Charge, as shown in Table No. NG-3**:** The flat monthly charge based on Meter size; no gas included.

TABLE NO. NG-3	
Meter Size in cfh	**Heat Only Customer Charge/Minimum Charge October 1, 2023**
175 - 250	$ 22.04
400 - 425	27.97
750	48.50
1,000	58.85
1,500	82.49
3,000	161.47
5,000	264.11

b. Commodity Charge, as shown in Table No. NG-4**:**

TABLE NO. NG-4	
ccf	**Heat Only Commodity Charge per ccf October 1, 2023**
0 - 100	$ 2.28
101 - 500	1.73
501 – 2,000	1.59
Over 2,000	1.47

C. CONTRACT GAS:

Availability: Service under the Contract Gas rate schedule shall apply to any Commercial or industrial Customer, inside and outside the City limits, who maintains adequate standby equipment and fuel supplies for operation with an alternate fuel and who uses a contract minimum of 500,000 ccf per year or more. No natural gas purchased under this rate schedule shall be resold for any purpose without the expressed written permission of FPUA, subject to separate rate negotiations. Specific Customer requirements, character of service, and Monthly Rates shall be set forth in a service agreement between FPUA and the Customer.

D. COMPRESSED NATURAL GAS (CNG) RIDER:

1. **Availability:** This rider is available to any natural gas Customer throughout FPUA's service area, including both existing and new Customers.

2. **Applicability:** Service under this rider is applicable, at the request of the Customer, where gas is used for gas delivered to any Customer through a separate meter for

the purpose of compression and delivery into motor vehicle fuel tanks or other transportation containers.

3. **Character of Service:** Same as Section II.A.(2) above.

4. **Monthly Rate:**

   a. Commodity Charge per ccf $0.86 (October 1, 2023)

   b. The minimum charge under this rider shall be shall be the Customer Charge/Minimum Charge referred to in Table No. NG-1. The Commodity Charge shall be the volume of gas consumed in ccf times the Commodity Charge per ccf. In the event that no gas is consumed in a billing period, the minimum bill under this rider shall be the Customer Charge/Minimum Charge.

E. GAS COOLING RIDER:

1. Availability: This rider is available to any natural gas Customer throughout FPUA's service area, including both existing and new Customers where gas is used for building cooling in addition to gas used for other domestic and/or commercial purposes.

2. Applicability: Service under this rider is applicable, at the request of the Customer, to incremental consumption associated with new gas end use applications with summer intensive profiles such as gas-fired air conditioning (and space conditioning provided by the same appliance) and gas-fired desiccant cooling. The qualifying incremental gas cooling service shall be separately metered to ensure that the rates provided under this rider apply only to eligible gas loads.

3. **Character of Service:** Same as Section II.A.(2) above.

4. **Monthly Rate:**

   a. Commodity Charge per ccf $0.86 (October 1, 2023)

   b. The minimum charge under this rider shall be the Customer charge/Minimum Charge referred to in Table No. NG-1. The Commodity Charge shall be the volume of gas consumed in ccf times the Commodity Charge per ccf. In the event that no gas is consumed in a billing period, the minimum bill under this rider shall be the Customer Charge/Minimum Charge.

F. SPECIAL CLASSIFICATION AUTHORIZED: Whenever it is determined by FPUA to be necessary to classify any Commercial institutions or industries by reason of the

unusual purpose for which natural gas is used, or whenever the established schedule of rates and charges for any reason is not applicable, then special rates may be established by FPUA. Any person, firm, or corporation being dissatisfied with the established schedule of rates by reason of peculiar or unusual use or occupancy of any premises and consequently alleging peculiar or unusual uses of gas services, may file application with FPUA for special classification. In making any such determination as to special classification, FPUA may have the advice of a consulting engineer of national reputation and shall obtain the written recommendation of such consulting engineer in connection with the establishment of such special classification.

SECTION III. PURCHASED GAS ADJUSTMENT. The Purchased Gas Adjustment is a component of the monthly charge for natural gas service and is applicable to all natural gas sales. The amount computed at the previously listed Commodity Charges shall be adjusted plus or minus by an amount equal to the result of multiplying the measured or used volume of gas in ccf's by the Purchased Gas Adjustment factor (PGA) in effect at the time and determined as follows:

$$PGA = [(A + B)/C - D] \times 1/(1 - T)$$

Where:

1. **PGA** = Estimated PGA in dollars per ccf. Due to gas price volatility, FPUA has the option to adjust the PGA monthly.

2. **A** = Total estimated purchased gas costs for the twelve-month period including, but not limited to, demand charges, commodity charges, administrative charges, charges for heating content, and other charges and adjustments necessary to compensate for temperature, losses, and pressure associated with natural gas purchases.

3. **B** = An amount to correct for the over- or under-recovery of the actual applicable purchased cost of gas, determined as the difference between the actual applicable purchased cost of gas and the purchased cost of gas actually billed during the same period; plus previous over- or under-recovery of actual applicable purchased gas costs as defined above associated with prior period adjustments, if any.

4. **C** = Estimated gas sales in ccf.

5. **D** = Base gas cost or the gas cost included in the base rate; $0.50

6. **T** = Appropriate tax rate for any applicable taxes.

SECTION IV. OTHER PROVISIONS.

A. ANNUAL INDEXING PROVISION. Pursuant to City Commission approval on May 16, 2022, in order to ensure that FPUA utility rates shall be sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust the monthly rates and charges of the gas system based on the Florida Public Service Commission annual price index without further action by the City Commission of the City of Fort Pierce. The price index is established by March 31 of each year and is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years. Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not apply the price index to the current rates and charges of the gas system, such adjustment shall not carry forward to future years. The price index shall not be applied to the base gas cost.

C. TAX ADJUSTMENT. The amount computed at the above Monthly Rate, as adjusted by the application of the PGA, shall be subject to taxes, assessments, and surcharges imposed by any governmental authority, which are assessed on the basis of Meters or Customers or the price of or revenues from natural gas purchases or sales.

D. INTERRUPTION OF SERVICE. FPUA will make every reasonable attempt to provide continuous service but does not guarantee a continuous supply of gas and shall not be liable for damage occasioned by interruptions of service; or failure to commence delivery caused by an act of God, or the public enemy, or for any cause beyond its control, including, but not limited to, the failure or breakdown of FPUA's suppliers or its equipment or facilities; freezing of wells, lines, or pipes; depletion of gas supplies; floods; fire; strikes; action or order of any agency having jurisdiction in the premises; or for interruptions which are necessary for inspection, repair, or changes in the natural gas system of FPUA. The Customer shall notify FPUA immediately of any defects, trouble, or accident which may in any way affect the delivery of gas by FPUA.

SECTION V. ADMINISTRATIVE ACTION. The Board directs the FPUA Director of Utilities or his designee to take any necessary administrative action to implement the modifications set forth herein.

SECTION VI. SCRIVENER'S ERRORS. If there are any typographical, administrative, or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, such errors may be corrected with no further action by the Board.

SECTION VII. REPEAL. All prior inconsistent resolutions adopted by the FPUA Board are hereby expressly repealed to the extent of the conflict.

SECTION VIII. SEVERABILITY. If any section, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION IV. EFFECTIVE DATE. This Resolution shall take effect on October 1, 2023.

PASSED AND DULY ADOPTED this the 19th day of September, 2023.

ATTEST:

_____ _____

Secretary Chair

Approved as to form and correctness:

_____

Fort Pierce Utilities Authority Attorney

RESOLUTION NO. UA 2023-10

A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES AND CHARGES FOR WATER SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. UA 2022-08, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 7.07% INCREASE IN THE CUSTOMER AND VOLUME CHARGES, BASED ON THE 2023 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR ANNUAL INDEXING PROVISION, ADMINISTRATIVE ACTION, SCRIVENOR'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII, grants to the FPUA the power and duty to fix rates to be charged for gas, electricity, water, wastewater (sanitary sewer), and other Utility Services sold and services rendered by the FPUA;

WHEREAS, in order to ensure that FPUA utility rates are sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of the water system operation, the City Commission previously approved an annual adjustment of the rates and charges of the water system based on the Florida Public Service Commission annual price index upon approval of the FPUA Board; and

WHEREAS, the Florida Public Service Commission annual price index is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Fort Pierce Utilities Authority:

SECTION I. RECITALS. The recitals stated above are true and correct and are hereby incorporated as if fully set forth herein.

SECTION II: WATER SERVICE RATE SCHEDULE. The schedule of rates and charges to be imposed for the commodity and facilities furnished by the water system of FPUA

shall be subject to revision from time to time as may be necessary. Unless the context otherwise requires, the terms defined in this Resolution shall have the meanings specified in the Resolution entitled General Rules and Regulations Governing the Provision of Utility Service. The schedule thereof, which shall be applicable to all water service within the territory served by FPUA, with the exception of certain authorized contracts, shall be implemented as follows:

A. MONTHLY RATE: Monthly charges for water service are as follows:

TABLE NO. W-1 OCTOBER 1, 2023

	Included in Minimum Charge				
Meter Size	**(a.) Customer Charge**	**Volume in Gallons**	**(b.) Volume Charge**	**(c.) Minimum Charge**	**(d.) Unmetered Fire Protection**
5/8 x 3/4 inch	$ 19.53	3,000	$ 15.03	$ 34.56	NA
1 inch	48.49	6,000	30.06	78.55	$ 4.20
1 1/2 inch	97.06	12,000	60.12	157.18	6.69
2 inch	155.20	18,000	90.18	245.38	9.46
3 inch	310.52	38,000	190.38	500.90	18.67
4 inch	484.93	52,000	260.52	745.45	27.86
6 inch	969.87	105,000	526.05	1,495.92	58.42
8 inch	1,551.82	180,000	901.80	2,453.62	94.62
10 inch	2,230.69	240,000	1,202.40	3,433.09	133.57

1. Customer (Readiness-to-Serve) Charge, as shown in Table No. W-1:

a. Active Account: The flat monthly charge based on the serving water Meter size.

b. Inactive Account: An active account becomes inactive when a Customer elects to voluntarily disconnect Utility Services. Voluntary disconnection includes services disconnected for nonpayment, and Meter(s) removed due to tampering. This charge would not be billed if the Meter has been removed from a structure which has been demolished. This charge is also referred to as the Customer Charge for Active Accounts, and will be billed to the owner of the property based on the serving water Meter size.

c. Fire Flow Meters: The Customer Charge for Fire Flow Meters will be the Customer Charge for the required equivalent domestic Meter size, excluding fire flow. When

Fire Flow Meters are replaced, the Customer Charge will remain the same if the replacement Meter is equivalent in flow characteristics to the original Meter.

2. Volume Charge: For Residential and Commercial Customers, all additional water usage in excess of the gallon volume quantities listed in Table No. W-1 will be charged on the basis of monthly metered water usage at the rate of $5.01 per 1,000 gallons beginning on October 1, 2023. [See Conservation Charge (Section II.A.5.a.) for further explanation.]

3. Minimum Charge: As shown in Table No. W-1, the Minimum Charge is the Customer Charge plus the Volume Charge; the Volume Charge is based on a minimum number of gallons determined by the serving water Meter size.

4. Unmetered Fire Protection: As shown in Table No. W-1, Unmetered Fire Protection is the readiness-to-serve charge for private hydrants, sprinkler systems, hose cabinets, standpipes, or any other device used exclusively for fire protection.

5. Exceptions: The following volume charges differ from those listed in Table No. W-1.

TABLE NO. W-2 OCTOBER 1, 2023		
Gallons Per Month	**(a.) 5/8 x 3/4 Inch Conservation Charge**	**(b.) Irrigation Volume Charge**
Up to 10,000 *	$5.01	$5.01
10,001 - 15,000	6.27	6.27
Over 15,000	7.52	10.58

* This row is not an Exception, but is provided as a reference for clarity.

a. Conservation Charge for 5/8 x 3/4 Inch Meters: For the purpose of promoting water usage conservation, a Conservation Charge for all Residential and Commercial Customers served by 5/8 x 3/4 inch water Meters is shown in Table W-2. The Conservation Charge shall be 1.25 times the Volume Charge for water usage from 10,001 to 15,000 gallons per month, and 1.5 times the Volume Charge for water usage over 15,000 gallons per month.

b. Irrigation Volume Charge: As shown in Table No. W-2, all additional usage in excess of the gallons included in the Minimum Charge will be billed on the basis of monthly metered water usage at the rates listed.

B. BULK WATER RATES: Bulk water rates were established through an interlocal agreement with St. Lucie County, Florida for the provision of bulk water, wastewater and reclaimed water services and enacted through St. Lucie County Ordinance No. 04-023.

Amendment 1 to that bulk service agreement allows for revisions to bulk water and wastewater rates at such time and in the same percentage as the FPUA revisions to residential customer rates. The usage charge for bulk water will be charged on the basis of monthly metered usage at the rate of $6.02 beginning on October 1, 2023.

C. FIRE HYDRANT METERS: When Water is delivered through a fire hydrant Meter on a temporary basis, the temporary Water billing rate will be at the 5/8 x 3/4 inch Meter rate unless, as determined by FPUA staff, demand and/or usage warrant a different rate.

D. ANNUAL INDEXING PROVISION: Pursuant to City Commission approval on May 16, 2022, in order to ensure that FPUA utility rates shall be sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust the monthly rates and charges of the water system based on the Florida Public Service Commission annual price index without further action by the City Commission of the City of Fort Pierce. The price index is established by March 31 of each year and is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years. Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not apply the price index to the current rates and charges of the water system, such adjustment shall not carry forward to future years.

E. TAX ADJUSTMENT: The amount computed at the above Monthly Rate shall be subject to taxes and assessments imposed by any governmental authority which are assessed on the basis of Meters or Customers or the price of or revenues from water service sold or volume of water purchased for sale or sold. Accordingly, Unmetered Fire Protection service charges are not subject to Utility Tax or Surcharge.

A utility tax of 10% shall be added to all rate schedules for service inside the city limits of the City of Fort Pierce, Florida. The amount will not exceed the limitation established by section 166.231, Florida Statutes.

F. SURCHARGE: A surcharge of 25% shall be added to all rate schedules for service provided outside the city limits of the City of Fort Pierce, Florida. The amount will not exceed the limitation established by section 180.191, Florida Statutes.

SECTION III. ADMINISTRATIVE ACTION. The Board directs the FPUA Director of Utilities or his designee(s) to take any necessary administrative action to implement the modifications set forth herein.

SECTION IV. SCRIVENER'S ERRORS. If there are any typographical, administrative, or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, such errors may be corrected with no further action by the Board.

SECTION V. REPEAL. All prior inconsistent resolutions adopted by the FPUA Board are hereby expressly repealed to the extent of the conflict.

SECTION VI. SEVERABILITY. If any section, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION VII. EFFECTIVE DATE. This Resolution shall take effect on October 1, 2023.

PASSED AND DULY ADOPTED this the 19th day of September, 2023.

ATTEST:

_____ _____

Secretary Chair

Approved as to form and correctness:

_____

Fort Pierce Utilities Authority Attorney

RESOLUTION NO. UA 2023-11

A RESOLUTION AMENDING, SUPERSEDING, AND RESCINDING THE SCHEDULE OF RATES AND CHARGES FOR WASTEWATER SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, FORT PIERCE, FLORIDA, IN RESOLUTION NO. UA 2022-09, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; PROVIDING FOR A 7.07% INCREASE IN THE CUSTOMER AND USAGE CHARGES, BASED ON THE 2023 FLORIDA PUBLIC SERVICE COMMISSION ANNUAL PRICE INDEX; AND PROVIDING FOR ANNUAL INDEXING PROVISION, ADMINISTRATIVE ACTION, SCRIVENOR'S ERRORS, REPEAL, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Charter of the City of Fort Pierce, Florida, Article XII, grants to the FPUA the power and duty to fix rates to be charged for gas, electricity, water, wastewater (sanitary sewer), and other Utility Services sold and services rendered by the FPUA;

WHEREAS, in order to ensure that FPUA utility rates are sufficient to pay all operating and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of the wastewater system operation, the City Commission previously approved an annual adjustment of the rates and charges of the wastewater system based on the Florida Public Service Commission annual price index upon approval of the FPUA Board; and

WHEREAS, the Florida Public Service Commission annual price index is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Fort Pierce Utilities Authority:

SECTION I. RECITALS. The recitals stated above are true and correct and are hereby incorporated as if fully set forth herein.

SECTION II. WASTEWATER SERVICE RATE SCHEDULE. The schedule of rates and charges to be imposed for the services and facilities furnished by the wastewater system of FPUA shall be subject to revision from time to time as may be necessary. Unless the context

otherwise requires, the terms defined in this Resolution shall have the meanings specified in the resolution entitled General Rules and Regulations Governing the Provision of Utility Service. The schedule thereof, which shall be applicable to all wastewater service within the territory served by FPUA, shall be implemented as follows:

A. MONTHLY RATE: Monthly charges for wastewater service are as follows:

TABLE NO. WW-1	
Meter Size	**Customer Charge October 1, 2023**
5/8 x 3/4 inch	$ 21.03
1 inch	52.67
1 1/2 inch	105.29
2 inch	168.55
3 inch	337.09
4 inch	526.66
6 inch	1,053.28
8 inch	1,685.34
10 inch	2,422.66

1. Customer (Readiness-to-Serve) Charge, as shown in Table No. WW-1**:**

a. Active Account: The flat monthly charge based on the serving water Meter size.

b. Inactive Account: An active account becomes inactive when a Customer elects to voluntarily disconnect Utility Services. Voluntary disconnection includes services disconnected for nonpayment, and Meter(s) removed due to tampering. This charge would not be billed if the Meter has been removed from a structure which has been demolished. This charge is also referred to as the Customer Charge for Active Accounts, and will be billed to the owner of the property based on the serving water Meter size.

TABLE NO. WW-2
Usage Charge Per 1,000 Gallons October 1, 2023
$7.54

2. Usage Charge: Usage Charges are based on the quantity of wastewater discharged to FPUA's wastewater system. All wastewater service will be charged on the basis of monthly-metered water usage at the rate shown in Table No. WW-2.

a. Standard: Single family Residential wastewater usage (individual metered water usage) up to 10,000 gallons per month shall be billed the wastewater Usage Charge. Standard Commercial wastewater usage per month shall be billed the wastewater Usage Charge based on 100 percent of the monthly metered water usage.

b. Non-Standard: If a large percentage of water entering a Commercial establishment will not be discharged to FPUA's wastewater system, a separate water service and Meter may, with the approval of the Director of Utilities or his or her authorized representative, be installed to serve that portion of the establishment. In cases where 100% of the flow from the separate Meter will not be discharged to sewer, the Meter will be utilized as a deduct Meter. In cases where a portion of the flow from the separate Meter is discharged to sewer, a percentage of the flow from the separate Meter will be deducted from the master Meter flow. The specific methodology for establishing the percentage is described below.

The Customer must satisfy the following requirements for FPUA to determine approval or disapproval of a separate water service and Meter for the purpose of billing the Non-Standard Usage Charge.

i. Provide a signed and sealed letter from a registered professional engineer describing water use and wastewater generation volumes for the processes or flow streams to be considered for the Non-Standard Usage Charge, including any relevant process information or documentation to substantiate the estimated flows.

ii. Provide signed and sealed facility drawings, including piping arrangements, flow schematics, and desired water metering locations.

iii. If wastewater flows from the facility involve industrial processes (including cooling tower discharges), the Customer must submit an application to FPUA for an Industrial Pretreatment Permit.

Upon approval, the Customer shall develop the percentage of monthly-metered water usage that will be applied to the wastewater Usage Charge, using a method acceptable to FPUA. Customer Charges for both water and wastewater will be billed on the account set up for Non-Standard wastewater billing. The percentage adjustment does not apply to Customer Charges.

At the discretion of FPUA, all Commercial accounts with the Non-Standard Usage Charge are subject to periodic review and subsequent adjustment to determine that the percentage accurately reflects the wastewater generation volume to be used for billing. To comply with this clause, Customers shall provide updates of the information required in Section II(A)(2)(b) above.

2. **Maximum Residential Charge:** The maximum monthly wastewater charge for individually metered (water Meter) single-family Residential accounts in any month shall not exceed an amount computed as the Customer Charge plus the Usage Charge, up to and including 10,000 gallons of required monthly service. Any water Meter serving more than one single-family Residential unit shall be billed on total monthly metered water usage for wastewater service.

B. METERED WASTEWATER: Wastewater charges are based on the quantity of wastewater discharged to FPUA's wastewater system. In some cases the Customer may receive its water supply from a source other than FPUA. In these cases, FPUA may allow utilization of a sewer flow Meter or installation of a water Meter that meters the alternate source of water supply for wastewater billing purposes. Wastewater metering is not a preferred method, and will be reviewed on a case by case basis prior to allowing its implementation.

C. BULK WASTEWATER RATES: Bulk wastewater rates were established through an interlocal agreement with St. Lucie County, Florida for the provision of bulk water, wastewater and reclaimed water services and enacted through St. Lucie County Ordinance No. 04-023. Amendment 1 to that bulk service agreement allows for revisions to bulk water and wastewater rates at such time and in the same percentage as the FPUA revisions to residential customer rates. The charge for bulk wastewater will be billed on the basis of monthly metered water usage at the rate of $6.34 beginning on October 1, 2023 per 1,000 gallons.

D. OTHER FACILITIES (FLAT RATE SEWER): Any facility using the wastewater system not included in the above categories shall be charged an amount to be determined by the Director of Utilities or his or her authorized representative. This charge will be billed monthly.

E. PRIVATE SEPTAGE: FPUA's treatment facilities for treatment and disposal are not designed to directly accept private septage; therefore, FPUA shall accordingly refuse to accept private septage into its system unless it has been processed through a FPUA approved pretreatment facility.

F. ANNUAL INDEXING PROVISION: Pursuant to City Commission approval on May 16, 2022, in order to ensure that FPUA utility rates shall be sufficient to pay all operating

and maintenance expenses, capital outlay, bond interest and redemption costs, and all other costs of each respective utility operation, the FPUA Board may adjust the monthly rates and charges of the wastewater system based on the Florida Public Service Commission annual price index without further action by the City Commission of the City of Fort Pierce. The price index is established by March 31 of each year and is calculated using a comparison of the U.S. Department of Commerce's average Gross Domestic Product Implicit Price Deflator Index for the preceding two years. Such new rates shall be submitted to the FPUA Board for approval and become effective following FPUA Board approval. If in any year the FPUA Board does not apply the price index to the current rates and charges of the wastewater system, such adjustment shall not carry forward to future years.

G. TAX ADJUSTMENT: The amount computed at the above Monthly Rate shall be subject to taxes and assessments imposed by any governmental authority which are assessed on the basis of Meters or Customers or the price of or revenues from wastewater service sold.

H. SURCHARGE: A surcharge of 25% shall be added to all rate schedules for service provided outside the city limits of the City of Fort Pierce, Florida. The amount will not exceed the limitation established by section 180.191, Florida Statutes.

SECTION II. ADMINISTRATIVE ACTION. The Board directs the FPUA Director of Utilities or his designee(s) to take any necessary administrative action to implement the modifications set forth herein.

SECTION III. SCRIVENER'S ERRORS. If there are any typographical, administrative, or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, such errors may be corrected with no further action by the Board.

SECTION IV. REPEAL. All prior inconsistent resolutions adopted by the FPUA Board are hereby expressly repealed to the extent of the conflict.

SECTION V. SEVERABILITY. If any section, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION VI. EFFECTIVE DATE. This Resolution shall take effect on October 1, 2023.

PASSED AND DULY ADOPTED this the 19th day of September, 2023.

ATTEST:

_____	_____
Secretary	Chair

Approved as to form and correctness:

_____
Fort Pierce Utilities Authority Attorney