Resolution No. UA 2026-01

A RESOLUTION ADOPTING THE SCHEDULE OF COMMERCIAL AND RESIDENTIAL SECURITY DEPOSITS FOR UTILITY SERVICES FURNISHED BY FORT PIERCE UTILITIES AUTHORITY, IN ACCORDANCE WITH THE CHARTER OF THE CITY OF FORT PIERCE, FLORIDA, ARTICLE XII; REPEALING RESOLUTIONS NO. UA 2010-08 AND UA 2006-17, PROVIDING FOR CONFLICT, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, FPUA has previously maintained separate Deposit Resolutions for Residential and Commercial Customers;

WHEREAS, FPUA seeks to streamline and modernize its policies to ensure consistency fairness, and clarity across all customer classes by merging the Residential and Commercial Deposit Resolutions into a single, unified Security Deposit Policy, attached hereto as Exhibit "A",

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE FORT PIERCE UTILITIES AUTHORITY:

SECTION I. RECITALS. The foregoing recitals are hereby incorporated as forming the intent and purpose of this Resolution.

SECTION II. POLICY IMPLEMENTATION. The Board hereby approves and adopts the Security Deposit Policy, attached hereto as Exhibit A. The Director of Utilities is hereby authorized to execute all instruments related to the implementation, acceptance and refund of Security Deposits and enforcement of this Policy.

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. Any prior Resolution regarding this subject matter, including Resolutions No. UA 2010-08 and 2006-17 is hereby repealed and replaced by this Resolution and Policy.

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 April 7, 2026.

PASSED AND DULY ADOPTED this 7th day of April, 2026.

ATTEST:

Dr. Barbara Bennett, Secretary

Frank H. Fee, IV, Chair

APPROVED AS TO FORM AND CORRECTNESS:

Stefanie Beskovoyne, General Counsel

RESIDENTIAL AND COMMERCIAL
SECURITY DEPOSIT POLICY
EXHIBIT "A"

This Policy establishes the guidelines and framework for the collection and refund of Residential and Commercial Security Deposits to provide security for payment of final, unpaid bills incurred for Utility Service. Unless the context otherwise requires, the terms defined in this Resolution shall have the meanings specified in the resolution entitled General Rules & Regulations Governing the Provision of Utility Service.

SECTION I. CRITERIA FOR DETERMINING SECURITY DEPOSITS. Applicants who apply for service must pay a Security Deposit within five days of establishing service. Failure to pay a Security Deposit within five days may result in the services being disconnected.

The Security Deposit for all accounts shall be twice the average monthly bill for a 12-month period, or the minimum stated in Section II., whichever is greater. Security Deposits established or set for any one Utility Service (electric, water, wastewater, gas, solid waste, or fiber) may be applied to other Utility Services.

Exceptions to Deposit Requirement: The following scenarios are exempt from a Deposit requirement:

i. Accounts listed in the name of government agencies, including but not limited to the City of Fort Pierce, St. Lucie County, St. Lucie Village, St. Lucie Fire District, St. Lucie County School Board, State of Florida, and the United States Federal Government. Non-governmental accounts leasing or using government-owned buildings or facilities must post the required Security Deposit(s).
ii. Accounts for which the Customer had previously signed a Waiver of Deposit Agreement under a prior Resolution. Failure to maintain an Excellent Payment History, as defined in Section D.1. in this Resolution, will result in a reinstatement of the required Security Deposit.

Property Owners and Authorized Agents may request a temporary five-day turn on without the requirement of a deposit.

SECTION II. MINIMUM SECURITY DEPOSIT TABLES: The tables shown below shall be used to establish minimum Security Deposits for accounts:

ELECTRIC	$ 240.00
NATURAL GAS	$ 50.00
TEMPORARY ELECTRIC	$ 100.00
TEMPORARY WATER	$ 130.00

	WATER		WASTEWATER	
Meter Size	Inside City	Outside City	Inside City	Outside City
5/8 x ¾	$ 50.00	$ 60.00	$ 70.00	$ 90.00
1 inch	$ 160.00	$ 160.00	$ 210.00	$ 260.00
1 ½ inch	$ 250.00	$ 300.00	$ 350.00	$ 450.00
2 inch	$ 600.00	$ 700.00	$ 850.00	$1,050.00
3 inch	$ 800.00	$ 900.00	$1,000.00	$1,300.00
4 inch	$1,300.00	$1,450.00	$1,700.00	$2,150.00
6 inch	$2,000.00	$2,300.00	$2,550.00	$3,150.00
8 inch	$2,800.00	$3,250.00	$3,550.00	$4,400.00
10 inch	$3,900.00	$4,550.00	$4,900.00	$6,150.00

SECTION III. ADDITIONAL SECURITY DEPOSITS. At the discretion of FPUA, all accounts are subject to periodic review and subsequent adjustment to maintain the required deposit amount and determine compliance with this policy. FPUA may, at its discretion, require an Additional Security Deposit at any point during a service term should any of the following Service Charges occur:

a. Residential Accounts. An additional Security Deposit will be required if the Customer has incurred any of the following Service Charges and/or fees within the most recent one (1) year period:

One (1) dishonored payment instrument charge, or
One (1) reconnection charge, or
One (1) cut seal fee, or
One (1) tampering fee.

b. Commercial Accounts. An additional Security Deposit will be required if the customer has incurred any of the following Service Charges and/or fees within the most recent continuous three (3)-year period:

Two (2) late payment (penalty) charges per year, or
One (1) dishonored payment instrument charge, or
One (1) reconnection charge, or
One (1) cut seal fee, or
One (1) tampering fee.

When an additional deposit is required, the Customer will be required to bring their Security Deposit to the stated level within thirty (30) days unless a Special Payment Arrangement has been approved.

If the Customer fails to provide the Security Deposit amount within five days, Utility Service will be subject to disconnection.

SECTION IV. COMMERCIAL CUSTOMERS.

1) **SECURITY DEPOSIT PAYMENT INSTRUMENTS.** For all Commercial accounts, the following deposit instruments may be offered and accepted in lieu of cash:
   a) A properly executed Indemnity (Surety) Bond from a corporate insurance or bonding company authorized to do business in the State of Florida, **or**
   b) An Irrevocable Bank Letter of Credit from a recognized banking institution.

2) **BUSINESS EXPANSION:** When an existing Commercial Customer expands its business, the Customer will be required to increase the current Security Deposit.

SECTION V. RESIDENTIAL REFUNDS. The Security Deposit may be refunded to a Residential Customer who establishes Excellent Payment History (defined below) **and** has their Social Security Number on file with the FPUA. The Residential Security Deposit shall be refunded as a credit to the respective utility bill.

Excellent Payment History is established when a Residential Customer does not incur any of the following charges within the most recent consecutive two (2)-year period:

More than one (1) penalty charge per year, or
One (1) dishonored payment instrument charge, or
One (1) reconnection charge, or
One (1) cut seal fee, or
One (1) tampering fee.

Commercial Security Deposits will not be reduced or refunded while the Commercial account is active.

SECTION VI. CUSTOMER REQUEST TO TERMINATE SERVICE. A Customer may request termination of Utility Service(s) by contacting Customer Service. Following said request for termination, the FPUA shall process the request for application of the Security Deposit:

a. Cash Security Deposits will be applied to the Customer's final bill. If the Security Deposit is greater than the final bill, FPUA will issue a refund check for the difference, made payable to the Customer of record on the account at the time the account is closed, and mailed to the address provided by the Customer. In the event any deposit is unclaimed within six (6) months, such unclaimed deposits shall be forfeited to the State of Florida following notice to the last known address of such Customer.

b. Bonds or Irrevocable Letters of Credit shall be mailed to the institution that furnished such, no earlier than thirty (30) days after all accounts have been paid in full. If payment in full has not been received on all accounts within seventeen (17)

days from the date of termination, FPUA shall request payment from the insurance company, bonding company, banking company, or banking institution that provided the deposit instrument.

SECTION VII. INTEREST ON CASH SECURITY DEPOSITS. The interest rate applied each calendar year to cash Security Deposits for active accounts will match the average rate earned by the FPUA on its pooled cash accounts during the most recent fiscal year. This interest will be credited to the Customer's utility bill during the anniversary month of the Security Deposit's establishment. The rate applied in each anniversary month will be the one set for that specific calendar year, with no prorated amounts carried over from previous years.

Interest will not be paid if service is discontinued for any reason within a one-year interest accrual period, measured from anniversary month to anniversary month. However, transferring service from one location to another is not considered a discontinuation for interest payment purposes, as long as the transfer request is made on the same working day. Additionally, Dormant Status will not be regarded as a termination of service in relation to interest payments on Security Deposits.

SECTION VIII. TRANSFERS. A Customer moving from one Service Address to another (using the same Customer name) may have the Security Deposit transferred from the former to the new address. Such transfer period shall not exceed thirty (30) days from the time the service is discontinued at one location and the service is established at a new location. If the Security Deposit at the former Service Address is more or less than required for the new address, the amount of the Security Deposit may be adjusted accordingly.