

CITY OF TARRANT ELECTRIC DEPARTMENT

ELECTRIC SERVICE POLICIES AND PROCEDURES

November 1, 2017

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Section 1 - Eligibility for Service

Any natural person, firm, association, corporation, business trust, partnership, Federal agency, State or political subdivision or agency thereof, or any body politic (each hereinafter referred to as "person," "Applicant," "him," or "his") shall be eligible to receive electric service from the City of Tarrant Electric Department (hereinafter referred to as the "Department") at one or more premises owned or directly occupied or used by such person. After making application for electric service pursuant to these Policies and Procedures but before an account for electric service is established, such person shall be referred to as a "Customer."

In order to qualify for "Residential Service", the "Customer" must meet the qualifications of a single family dwelling whereby the major use of electricity shall be for the comfort and convenience of those residing therein. Such service may include a primary dwelling, secondary residence, or a dwelling that is operated as a rental or leased property.

All classes of electric service shall be established and maintained in the name of the person(s) directly occupying or using said premise.

Electric service will be furnished only at the voltage, phase, and hertz described in each of the Department's approved Rate Schedules. All charges, fees, and rates referenced in these Policies and Procedures shall be as established in the Department's separately adopted Schedule of Charges and/or Rate Schedules. All deposits, guarantees, and securities referenced in these Policies and Procedures shall be as established in the Department's separately adopted **Schedule of Deposits and Fees** as contained in **Appendix A** of these **Policies and Procedures**.

Service may be refused or discontinued if the Customer's use of premises is determined by the Department to encroach on and violate the land interests or land rights of the Department and/or the City of Tarrant (City), if the premises stand in violation of the technical codes adopted by the City, if the use of the premises is not in compliance with the Department's **Policies and Procedures**, or if the provision of service would otherwise be unsafe to the extent that it would be a public nuisance.

The Department may decline to serve an Applicant or disconnect a Customer who is indebted to the utility for similar service at a former location or at the present location of the Applicant or Customer. Anyone residing in the residence where service has been disconnected may not reapply for service until debt has been satisfied.

The Department, in accepting the application of the Customer and in supplying energy, does not assume any obligation or responsibility as to the condition of the Customer's equipment or apparatus.

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Section 2 – Service Types

The Department's basic electric service shall be a Single Phase (1Ø), 60 Hertz, 120/240 volt electrical service. This service shall be made available to any residential, business or commercial Customer requesting electric service subject to the Department's **Policies and Procedures**. Three Phase (3Ø) electric service less than 600 volts shall be made available to any Customer subject to the following conditions:

- 1) Where the Department's three phase (3Ø) primary distribution lines are available at the Customer's premises.
- 2) The Customer will be required to pay the difference in the additional cost of three-phase above single-phase service.
- 3) The Department shall not be required to construct any additional distribution facilities for the purpose of supplying 3Ø electric service, but the Department may do so if:
 - a) In the sole discretion of the Department, the estimated revenue to be derived from the Customer's service shall be sufficient to yield to the Department its current ration on such additional facilities, or
 - b) In the event the estimated revenue to be derived from the Customer's service is insufficient to yield the Department its current ration on such additional facilities, the Customer, shall:
 - i) Pay a one-time charge to the Department equal to the insufficient amount based on the estimated revenue, or
 - ii) Pay a monthly service charge for a period not to exceed sixty (60) months to equal the insufficient amount based on the estimated revenue.
- 4) Customer shall enter into a service agreement with the Department for a period of five (5) years subject to the following conditions:
 - a) Should the Customer request the 3Ø service be disconnected or discontinued in less than five (5) years from the date of original connection, the Customer agrees to pay to the Department an amount equal to the difference between the estimated revenue and the actual revenue resultant from the service connection, and
 - b) The Service Agreement shall remain in place after the original five (5) year period as measured from the date of original connection until such time as the agreement is terminated in writing by either party subject to the terms and conditions of the agreement.
- 5) The voltage and secondary connection configuration for the service will be mutually agreed upon by the Department and Customer.

Three Phase (3Ø) electric service greater than 600 volts shall be made available to any Customer on a case-by-case basis. However the estimated revenue and additional service fees for the Customer's account must be sufficient to yield the Department its current ration on the additional transmission or distribution facilities required to serve the Customer.

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Section 2 – Service Types - continued

The Department, in its sole discretion, may alter or waive the requirement that the estimated revenue and/or additional service fees yield the Department its current ration to offset the cost of the additional facilities, when the requested Customer service is associated with the City of Tarrant’s economic development efforts. The Mayor in conjunction with the City Council shall have the authority to authorize this waiver provision.

Section 3 – Street and Outdoor Lighting

Street lighting will be made available only to the City, other governmental agencies and private homeowner associations for the sole purpose of lighting streets, alleys, highways or other roadways open to the general public.

Any lighting installation not meeting the requirements for “Street Lighting” above shall be deemed as Outdoor Lighting.

All Street and Outdoor Lighting will be billed in accordance with the Department’s rate schedules in effect at the time lighting service is rendered. The associated billing charges will be added to an existing customer’s account subject to all the terms and conditions of **Section 2** of these **Policies and Procedures** as well as any other applicable provisions of the Department’s **Policies and Procedures**.

Non-customers of the Department must establish an electric service account prior to receiving Street and Outdoor Lighting services subject to all the applicable terms and conditions of the Department’s **Policies and Procedures**.

Section 4 - Application for Service

By making application for service, the Applicant agrees to purchase electric power and energy from the Department and to be bound by and comply with all of the provisions of the Department’s **Policies and Procedures** as well as all rules, regulations, rate classifications, **Schedule of Deposits and Fees** as well as the Schedule of Charges and/or Rate Schedules established pursuant thereto as all the same they exist or may be amended over time.

Person(s) applying for electric service shall be required to complete the Department’s **Application for Electric Service** as contained in **Appendix B** of these **Policies and Procedures**.

A government issued photo id, work photo id, student photo id or other verifiable photo id will be required to establish a new account.

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Section 4 - Application for Service - continued

Prior to the establishment of service, an Applicant must provide proof of the Applicant's right to occupy the premises. For example, proof may include a copy of a deed or a lease. The Applicant must also demonstrate that the Applicant has satisfied all requirements of the City to occupy the premises, including the receipt of a Certificate of Occupancy, where applicable.

Section 5 –Accounting/Program Charges

For Monthly Billing accounts, a one-time accounting charge for establishing an account at any location, whether or not a service connection or reconnection is required, shall be applicable to all new Customer accounts and is due and payable upon application for electric service. For FlexPay Billing accounts, a monthly recurring charge will be charged for participating in the program.

The accounting/program charges are non-refundable and non-transferable. The charges are established in the Department's **Schedule of Deposits and Fees** as contained in **Appendix A** of these **Policies and Procedures**.

Section 6 – Deposit Requirements

A deposit or suitable guarantee or security to insure payment of the final bill or bills or other indebtedness, including damage to the Department's property, will be required of any Customer for each service location or premises before electric service will be supplied. This deposit(s) will be retained by the Department until the Customer requests termination of service.

Prior to receiving electric service from the Department, all Customers applying for service may be required to pay a deposit in accordance with the **Schedule of Deposits and Fees** duly adopted by the Tarrant City Council (hereinafter referred to as the "City Council") and in effect as of the date the Customer applies for service. The City reserves the right to adjust the **Schedule of Deposits and Fees** from time to time at its sole discretion. Said adjustments will require the passage of a resolution by the City Council approving the revised **Schedule of Deposits and Fees**.

The residential deposit is based on twice the Department's average monthly electric bill for the residential class. For general service customers, the deposit is based on twice the highest monthly bill for the service location based on the prior twenty-four months billing history. In the event that a billing history is unavailable, the general service deposit will be estimated based on projected energy takings for similar businesses. The deposit amounts are outlined in the **Schedule of Deposits and Fees**.

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Section 6 – Deposit Requirements - continued

Deposit amounts greater than one (1) month's average bill that are held for more than twelve (12) months shall accrue interest at the same rate the Department would earn if the money was placed in an interest bearing savings account. The deposit balance, including earned interest, shall be subject to review by the Customer and Department upon the Customer formally requesting such review. The Customer will be required to complete and submit the **Request for Deposit Statement** form shown as **Appendix C** of these **Policies and Procedures**. The Department will schedule the requested joint review with the Customer within five (5) business days of receiving said request.

Deposits are non-transferable and shall be left on account until the Customer moves from the Department's service area. The deposit and any accrued interest will be applied as payment of the Customer's final bill, payment of past due or delinquent Customer bill amounts, payment of any fees or other charges owed the Department by the Customer and then any remaining amount will be refunded to the Customer.

A Customer's deposit on account shall not be drawn upon; whether partially or fully; for any payment required by these **Policies and Procedures** with the following exceptions:

- 1) In conjunction with changing the Customer's billing method (i.e. Monthly Billing to FlexPay Billing), or
- 2) Payment of final balance upon termination of the Customer's account, or
- 3) As otherwise expressly provided for in these **Policies and Procedures**.

When, at the Customer's request, the Department changes the location at which service is rendered, the service at the new and old locations and the account therefore shall, for the purposes of these rules, be deemed one service and one account and the change of the location to which service is rendered shall not be deemed to affect the rights of the Department with regard to the application of deposit or discontinuance of service for non-payment of the account.

In the event of termination for non-payment twice in a twenty-four (24) month period and prior to reconnection of service, the Customer may be required to furnish an additional deposit amount. The Customer's deposit will be based on the individual billing history of the account. Using the prior twenty-four (24) months billing history for the service location, the deposit amount will be deemed to be two times the highest monthly electric bill for the period. In no case shall the deposit exceed twice the highest monthly bill for the service location. The Department's Principal Accountant or Accountant is responsible for assisting Customers that have been terminated for non-payment.

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Section 7 – Customer Termination of Accounts

Customer termination of accounts will not be taken by phone. To terminate an account, a Customer must either do so in person at the office of the Department by completing all required termination forms (Customer Request for Account Termination) or by written letter to the Department requesting termination and providing a forwarding address.

Upon receipt of a satisfactory Customer request to terminate the Customer's account, the Department shall:

- 1) Disconnect the electric service connection by whatever means the Department in its sole discretion determines to be prudent and safe.
- 2) Obtain a final meter reading corresponding to the time that electric service was disconnected.
- 3) Reconcile the Customer's account as follows:
 - a) Compute a final bill for any Customer who is receiving a "Monthly Billing".
 - b) Refund the Customer's deposit subject to the following conditions:
 - i) The refund amount shall be reduced by the amount of any monies due the Department including but not limited to charges for electric usage inclusive of the final billing amount, applicable fees, meter tampering fees and related expenses, etc.
 - ii) The refund shall be further reduced by the amount of any delinquent electric usage charges, applicable fees, etc. due the Department by the Customer associated with any other account(s).
 - c) Subject to the reconciliation of the deposits as set forth above, Customer's participating in the "FlexPay Account Program" otherwise known as "FlexPay Billing" shall have any remaining account balance amounts refunded.
 - d) All refund amounts shall be processed by the Department within sixty (60) days of receiving a valid Customer Request for Account Termination.

Electric service that has been terminated at the request of the Customer will be subject to the following conditions should the Customer who requested the termination request that the electric service be reconnected:

- 4) Reconnection requests made prior to the Department processing any refunds due the Customer shall be subject to the reconnection fees as specified in the **Schedule of Charges and Fees** duly adopted by the City and in effect as of the date of the Customer request.
- 5) Reconnection requests made after the Department has terminated the account and/or processed any refunds due the Customer will be considered a new service and will require the Customer to re-apply for service subject to all application, deposit and accounting/program fees associated with a new service application.

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Section 7 – Customer Termination of Accounts – continued

- 6) Anyone residing in the residence at the time that the Customer requested termination of the account shall be bound by the same requirements as the Customer.
- 7) Electric service will not be restored until all delinquent charges in connection with the property/premises/residence and owed by the Customer are paid.

Section 8 - Obligations of the Department

Department shall endeavor, but not guarantee, to provide a regular and uninterrupted supply of current in accordance with industry-accepted customer service, power quality, and reliability standards. In order to effectively provide electrical service to its Customers, the Department will:

- 1) Employ a qualified workforce adequate to operate and maintain the Department's Electric Transmission and Distribution facilities.
- 2) Construct and maintain all Transmission, Substation and Distribution facilities in compliance with the requirements of the National Electric Safety Code (NESC); accepted electric power industry practices; Tennessee Valley Authority (TVA) rules and regulations; and the requirements of any other governmental agency having jurisdiction over such facilities.
- 3) Use reasonable diligence to provide a regular and uninterrupted supply of current, but the Department reserves the right to interrupt or discontinue service for the reasons established elsewhere in these **Policies and Procedures** and under the following circumstances:
 - a) By reason of accident, strike, legal process, governmental order, fire, extraordinary repairs or other causes beyond the control of the Department, By action of the Department when, in the sole judgment of the Department, such interruption will prevent or alleviate an emergency threatening the integrity of its system or aid in the restoration of its services in such an emergency,
 - b) By action of the Department when, the Customer's wiring, fixtures and/or appliances are determined in the sole judgment of the Department's employees and/or agents to be defective, and could potentially cause damage to the property of the Department, or
 - c) By action of the Department when, in the sole judgment of the Department, such interruption is necessary to prevent imminent danger to the general public, employees or agents of the Department, property damage or any potentially hazardous situation.
- 4) In circumstances other than those described in Paragraph 3) of this Section, the Department reserves the right to disconnect electric service and remove its equipment upon five (5) days written notice, should the Customer fail to comply with any provisions of the Department's **Policies and Procedures**, applicable Schedule of Charges and/or Rate Schedules, or any other rules and regulations which the Department may duly adopt. Disconnection of electric service under these provisions are subject to the following:

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Section 8 - Obligations of the Department – continued

- a) Customer shall be responsible for payment of any current, past due or delinquent billing amounts due the Department in accordance with the requirements of Section 9 of the Department's **Policies and Procedures**.
- b) Customer shall reimburse the Department for the total out-of-pocket expenses (labor, equipment, materials and overheads) incurred by the Department associated with the disconnection of electric service and/or removal of equipment.
- 5) Customer shall reconnect and/or re-establish electric service that has been previously disconnected or discontinued as expeditiously as possible in the accordance with all terms and conditions of the Department's **Policies and Procedures**.
- 6) Respond to customer service requests by a Customer or their agent(s), including new service request(s), notification(s) of major additions to Customer appliances and/or equipment, increased connected load, installation of standby generation, etc. as expeditiously as possible. Department will approve any such requests in writing to include:
 - a) Details regarding modifications to the Department's equipment,
 - b) Associated cost of the Department's equipment for which the Customer is responsible,
 - c) Schedule for the completion of the Department's modifications
 - d) Details of any additional requirements applicable to the load modification.
- 7) Department will maintain on file and make open to inspection at the office of the Department located in the Tarrant City Hall during regular business hours the following:
 - a) A copy of the Department's **Policies and Procedures**,
 - b) Copies of the Department's **Schedule of Charges and Fees**,
 - c) Copies of the Department's Schedule of Charges and/or Rate Schedules,
 - d) Any other applicable rules and regulations under which electric service will be supplied.
- 8) Department shall reasonably inform Customers about rules and service practice policies by making such information available upon Customer's application for service, at any time upon request by a Customer, as well as providing such information on the Department's website or other technological means of communication, if available.
- 9) When notification to the Customer is required in accordance with these **Policies and Procedures**, such notice may be delivered in person, by electronic notification including text messages and e-mail, door-hangers, and/or written notice sent to the Customer by way of the U.S. Postal Service.
- 10) All retail rate actions initiated by the Department shall be communicated to Customers by public statement issued either through print media or electronic media in order to reach the majority of customers in a Department's service area.

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Section 8 - Obligations of the Department – continued

- 11) Department, upon request, shall provide a statement of a Customer's monthly consumption for the prior twelve (12) months as reasonably ascertainable.
- 12) In no case shall the Department be held liable for damages, including but not limited to consequential damages, or be considered negligent in any manner as a result of any interruption or failure of service, and the Customer shall make no claim for such damage.
- 13) Services provided by the Department are provided as a service for the public as a whole, and are not for the benefit of any individual person or entity. By the adoption of these **Policies and Procedures** and/or any other associated policies, rules, regulations, and/or schedules of the Department, the and the City and their agents, officers, and employees accept no duty for the benefit (intended or unintended) of any person including but not limited to any owner, mortgagee lien holder, landlord, tenant, occupant, roomer, invitee of any type, trespasser, or any of their agents, officers, or employees. Any duty alleged to arise under these **Policies and Procedures** and/or any other associated policies, rules, regulations, and/or schedules of the Department on the part of the City or any of its agents, officers, or employees for the benefit of any person is hereby expressly rejected. The City and its agents, officers, and employees hereby expressly reserve all applicable immunities existing under any doctrine, authority or law (whether under the common law, statute, or otherwise), including but not limited to substantive immunity, qualified immunity, and discretionary function immunity. No penalties provided by these **Policies and Procedures** and/or any other associated policies, rules, regulations, and/or schedules of the Department shall apply to the Department and/or City and to their agents, officers, and employees who are administering these **Policies and Procedures** and/or any other associated policies, rules, regulations, and/or schedules of the Department or otherwise performing its, his or her official duties. These **Policies and Procedures** and/or any other associated policies, rules, regulations, and/or schedules of the Department do not create any private cause of action for the benefit of any person.

Section 9 – Rules and Regulations Required of Customers

As a condition of receiving electric service from the Department, the Customer shall:

- 1) Purchase their entire electric service requirements exclusively from the Department unless written consent by the Department is given to do otherwise.
- 2) Not sell or dispose of any electrical power so furnished without the written consent of the Department.
- 3) Exercise proper care to protect the property of the Department located on or near the Customer's premises, and in the event of loss or damage to the property or equipment, arising

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Section 9 – Rules and Regulations Required of Customers - continued

from the neglect of the Customer to properly care for the same or intentional damage to the same, the cost of necessary repairs or replacement shall be paid by the Customer.

- 4) Provide, free of expense to the Department, a suitable location for placement of the transformer or transformers, meter devices and any other equipment, apparatus or appliances of the Department necessary for providing electric service.
- 5) Grant any authorized employee or agent of the Department free and unrestricted access to any Department property installed or otherwise situated on Customer's premises, as is necessary from time to time.
- 6) Before wiring any building or purchasing any electrical equipment, present in writing to the Department a list of the equipment that is proposed to be connected to the Department's lines, together with such other pertinent information deemed necessary so that the Department may determine the service requirements of the Customer and advise the phase, voltage, Hertz, and capacity of electric service it will furnish. The delivery point and route of the electric service as well as the location of the metering device(s) will also be indicated by the Department. Department will assume no responsibility to change its delivery point if the location is chosen without consultation with the Department or if the designated location is not utilized. The Customer should also obtain any necessary permits from public authorities.
- 7) Make no major additions to their appliances and/or equipment, or increase their connect load without notifying the Department in writing. The Department's service connection, transformers, meters, etc., have a definite capacity and could be inadequate to serve the additional Customer load.
- 8) Not install standby generation facilities or other power sources at their premises, until the Department approves the design as necessary to ensure that the Customer's system will prevent any unsafe or unauthorized interconnection to the Department's system.
- 9) Use reasonable diligence to protect the property of the Department and shall reimburse the Department for injury or damage suffered by it, resulting from defects beyond the delivery point or division switch; from negligence of the Customer; from misuse of the property by the Customer or any unauthorized parties. Additionally the Customer shall indemnify, hold harmless, and defend the Department from all damage to person or property due to installation, maintenance or operation of any electrical equipment on the premises or arising out of, or in any way connected with, the service furnished or to be furnished the Customer.
- 10) Supply, maintain and operate all equipment located and/or connected beyond the delivery point at minimum power factor of ninety percent (90%) as deemed satisfactory by the Department and TVA and shall be subject at all times to the inspection, testing and approval of the Department insofar as the same may in any way affect the safe, economical and successful operation of the electric system of the Department; and no change which might affect such

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Section 9 – Rules and Regulations Required of Customers - continued

operation shall be made without the Department's approval. Should the Customer fail to maintain a power factor, as set out in the Department's rates or special rules governing the application of rates, the adjustments stated therein shall become applicable.

- 11) Not use electric power in such a manner as to cause unusual voltage fluctuation, harmonically related disturbances, and other disturbances to the Department's transmission or distribution system. In case of a violation of this rule, service may be discontinued.
- 12) Install all wiring and apparatus beyond the delivery point (except the meter) at the expense of the Customer, or the owner of the property, subject to the requirements of the National Fire Protection Association/American National Electrical Code, National Electrical Safety Code, such other technical codes that may be adopted by the City as those technical codes are amended over time, and/or the requirements of any other governmental agency having jurisdiction over such facilities or other requirements that may be in force at the time work is begun on such installation. All wiring and apparatus beyond the delivery point (except the meter) shall be the property of the Customer, and the Customer shall at all times be responsible for the installation and proper maintenance of the same. The Customer is responsible for securing any and all necessary certificates of occupancy and related inspections from the City prior to the initiation of service, except as otherwise permitted by this **Policies and Procedures**. The Department reserves the right to refuse or terminate service to any Customer's premises whenever the Department becomes aware that any Customer installation is not in compliance with the above codes, rules, and requirements. Refer to **Appendix D** of these **Policies and Procedures** for further details regarding delivery points, meter locations and service entrance requirements.
- 13) If deemed necessary by the Department, or the Customer; the Customer shall provide suitable equipment on their lines to adequately protect the Department's transmission or distribution system from lightning discharges originating on the Customer's circuits.
- 14) The Customer shall notify the Department promptly of any defect in electric service or any trouble with or accident involving the electric supply.
- 15) Customer shall reimburse the Department for the total out-of-pocket expenses (labor, equipment, materials and overheads) incurred by the Department associated with the reconnection of electric service previously disconnected.
- 16) Customer shall pay in full any charges resultant from disconnection or reconnection of electric service as well as any billing amounts previously due before electric service will be reconnected.

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Section 10 - Meters

- 1) The Department reserves the right to utilize any industry accepted standard metering types including, but not limited to, electronic meters, automated metering infrastructure, etc. at the sole discretion of the Department.
- 2) All meter devices for measuring usage of electrical energy and all other metering equipment necessary for proper metering of such consumption will be furnished by and will remain the property of the Department. Access to the meter devices for reading, inspection, repair, or other purposes will be furnished to authorized employees and/or agents of the Department at all hours.
- 3) In the event that the wiring or metering equipment at the Customer's premises is altered or changed in any way so as to cause the meter or other electronic, electro-mechanical, or mechanical device for measuring the usage, to give false registration, or to fail to register the power consumed, the Department may without notice to the Customer, discontinue service.
- 4) If an unauthorized electric service connection is discovered or a meter seal(s) is cut without the approval of the Department, then the Customer will be responsible to reimburse the Department prior to restoration of service for the following charges:
 - a) The electrical power consumed based on the Department's estimate of the energy used,
 - b) A tampering charge as included in the **Schedule of Deposit and Fees**,
 - c) Costs incurred by the Department for inspection, investigation and reconnection,
 - d) Any and all attorney's fee and/or costs, and
 - e) Cost of all necessary repairs to the Department's facilities.
- 5) Upon request, the Department will test any metering equipment used to measure electric usage and/or render a bill at any location where a Customer is receiving electric service subject to the following:
 - a) If the test shows such meter to be accurate, defined as registering within two percent (2%) plus or minus, the cost of such test shall be borne by the Customer,
 - b) If the test shows the meter to registering outside the two percent (2%) plus or minus standard, the cost of such test be at the expense of the Department.
- 6) Billing adjustments resultant from meter inaccuracies shall be limited to the most recent twelve (12) month period and shall be made as follows:
 - a) Whenever a meter in service is found, upon test by the Department to be in excess of two percent (2%) fast or slow as determined by the average error method or any other method prescribed by the Department or whenever any other equipment affecting the metering of billing of the Customer's service fails to perform properly:
 - i) If the date the meter first became inaccurate or the equipment failed to perform can be definitely ascertained, an adjustment shall be made for the incorrect amount charged since said date in the most recent twelve (12) month period over or under what the

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Section 10 – Meters – continued

- billing would have been had the meter registered with one hundred percent (100%) accuracy.
- ii) Otherwise, adjustments shall be calculated by adjusting the Customer's metered consumption for the most recent twelve (12) month period by the application of the percentage of error related to one hundred percent (100%) accuracy as determined by a current test or use of the most reliable available information. The rates effective during said twelve (12) month period shall be applied to this adjusted consumption and the difference between the amount so obtained and the actual billing shall be adjusted to the Customer.
 - b) Refunds shall be made either as a credit to the Customer's next monthly bill or in a lump sum payment within forty-five (45) days of confirmation of inaccurate billing, such method of refund to be determined by the Department.
 - c) In the event that the inaccuracy results in the Customer having underpaid the Department, no back billing shall be allowed without prior written notification to the Customer by the Department. Such notice shall inform the Customer that the Customer may either repay the amount due in monthly installments equal to the period of said under billing or by any other mutually agreeable arrangement, except in the cases of meter or equipment tampering and/or unauthorized use. If the Customer fails to make an election within five (5) days, then the Department may collect the underpayment in such manner that it deems appropriate.
- 7) Whenever a billing inaccuracy (other than inaccuracies related to misread meters corrected through the next actual meter reading) would not have occurred or would have been corrected more promptly but for a failure of the Department to perform in accordance with applicable rules, procedures or practices of the Department and the affected Customer has not caused or contributed to the billing inaccuracy or failed to notify the Department; the Department shall:
- a) Notify the Customer of the billing inaccuracy, and
 - b) Correct the billing, and
 - c) Bill the Customer for any under billings associated with the inaccuracy for the most recent twelve (12) month period in accordance with methods contained in Subsection 6) above, or
 - d) Refund to the Customer any over billings in accordance with the methods set out in Subsection 6) above.
- 8) The twelve (12) month limitation set out in this rule and the provisions of Subsection 6) hereof are not applicable to limit recovery of unbilled revenue or any other relief otherwise available to the Department in any case where the billing inaccuracy relates to meter or equipment tampering and/or unauthorized electric usage.

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Section 11 – Billing Options and Extreme Weather Policy

- 1) All Customers shall choose between two billing options upon Application of Electric Service. See the **Schedule of Deposits and Fees** for details.
 - a) Monthly Billing (See Section 12 below.)
 - b) FlexPay Billing – In order for a Customer account to be eligible, Automated Metering Infrastructure equipment must be available and installed at the Customer’s location. (See Section 13 below.)
- 2) During periods of extreme weather conditions, disconnection of Monthly Billing and FlexPay Billing accounts will be postponed until such time as the extreme weather conditions are forecast to end. Extreme weather shall be defined when the local forecast for Zip Code 35217, as reported by the National Weather Service, calls for a daily high temperature in excess of ninety-nine degrees Fahrenheit (99°F) or a daily low temperature less than thirty-two degrees Fahrenheit (32°F).

Section 12 – Monthly Billing

- 1) Meters shall be read by the 15th day of every month, and bills shall be mailed out no later than the 18th day of the month. Failure to receive a bill will not release Customer from payment obligation.
- 2) Bills shall be due by the 5th day of the following month. Should the 5th day of the month fall on a weekend or holiday, the next business day following the due date will be held as a day of grace for delivery of payment(s). Remittance by mail must be received in the Department’s office by the close of business day on the 5th of the month to avoid a late payment charge.
- 3) After the 5th of each month, a **Final Disconnection Notice** as contained in **Appendix F** of these **Policies and Procedures** will be sent to the Customer notifying the Customer of the Department’s intention to disconnect service if the delinquent account is not paid in full by the 15th day of the month. See the **Schedule of Deposits and Fees** for details.
 - a) Notice of intention to disconnect service for a delinquent account shall include contact information for a designated representative of the Department authorized to review disputed bills and correct any errors.
 - b) Notifications of intention to disconnect service shall be issued no less than five (5) days prior to the date the Department intends to disconnect service for the delinquent account. If the notice is posted in the United States Mail, it shall be delivered to the United States Post Office at least five (5) calendar days before service may be discontinued.
- 4) Disconnection of a Customer who has a “Promise to Pay” from the Jefferson County Committee for Economic Assistance (JCCEO) Energy Assistance Program shall be subject to the following conditions:

CITY OF TARRANT ELECTRIC DEPARTMENT
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Section 12 – Monthly Billing - continued

- a) The “Promise to Pay” notification must be delivered to office of the Department located in Tarrant City Hall during regular business hours, and
 - b) The amount of monies due to avoid any pending disconnection of delinquent electric service shall be reduced by the amount specified in the “Promise to Pay” notification, and
 - c) Customer shall be required to pay the remaining monies due to avoid any pending disconnection of delinquent electric service prior to the scheduled disconnection date.
- 5) The Monthly Billing payment of the amount specified in the “Promise to Pay” must be received from the JCCO Energy Assistance program within thirty (30) days of the date on the Promise to Pay to avoid disconnection of the Customer’s electric service.
- 6) Notice of the Department’s intention to discontinue service as required in Section 12, Subsection 4 above, shall be considered to be given to Customer when a copy of such notice is:
- a) Delivered in person to the Customer, or
 - b) A door-hanger left at the premises where service is rendered, or
 - c) A written notice sent to the Customer by way of the U.S. Postal Service to the Customer’s last known mailing address, or
 - d) By electronic notification including text messages and e-mail, if available.
- 7) All Monthly Billing accounts not paid by the 15th day of the month shall be considered delinquent. Any account which is not paid in full on the 15th day of the month shall be cut-off on the 16th day of the month without further notification to the Customer. See the **Schedule of Deposits and Fees** for details. If the 16th day of the month falls on a non-business day for the Department, the disconnection of delinquent accounts will be delayed until the next business day.
- 8) Monthly Billing payments will be accepted in-person or by delivery from the USPS, UPS, FedEx or other courier at the Department office located in Tarrant City Hall during regular business hours. The street address is 1604 Pinson Valley Parkway, Tarrant, Alabama 35217.
- 9) Monthly bills for non-delinquent, non-disconnected or accounts not in the disconnection process can be paid on-line using a check, debit card or credit card through NexBillPay, a third party billing service available 24 hours daily, or such other service designated by the Department. Customer must establish an on-line account through the City of Tarrant website to utilize this service. See **Schedule of Deposits and Fees** for the NextBillPay transaction charge for this service.
- a) The Customer shall have the right of paying any delinquent account, which shall include any subsequent bill for service that has become delinquent, at any time prior to the actual disconnection of his service.

CITY OF TARRANT ELECTRIC DEPARTMENT
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Section 12 – Monthly Billing - continued

- b) Payment by the Customer shall not affect the Department's right during the day such payment is received to disconnect service for non-payment if such payment was unknown to the employee disconnecting the service. However, if service is disconnected after payment was made, the Customer will not be assessed a reconnection charge.
 - c) The Department reserves the right to apply a reconnection charge if payment was made following the disconnection of service. See the **Schedule of Deposits and Fees** for details.
- 10) Disconnection and reconnection of Monthly Billing accounts disconnected for non-payment of delinquent amounts due are subject to the following conditions:
- a) Whenever service is discontinued for non-payment and Customer requests that service be restored, a reconnection fee in accordance with the rules and regulations contained in the Department's **Policies and Procedures** and **Schedule of Deposits and Fees**, must be paid during regular office hours in addition to the Customer's delinquent account balance, inclusive of all applicable fees and charges; and shall become due and payable as part of the account for service rendered, and will be required by the Department to be paid before service is restored along with all amounts owing on the Customer's account which were specifically referred to in the delinquent notice, together with all amounts owed on Customer's account which has subsequently become delinquent
 - b) If electric service is discontinued for non-payment twice in any twenty-four (24) month period, the Customer's deposit amount will be deemed to be twice the highest monthly bill for the prior 12 months billing history of the individual account, and any additional deposit must be received and placed on account with the Department prior to reconnection of electric service.
- 12) Monthly Billing Customers with a delinquent account balance less than or equal to \$5.00, will not be subject to be subject to the notice provisions, termination fees, and procedures for disconnection of service. However, Department shall adhere to and proceed on disconnection of electric service if such delinquent accounts exceed the minimum threshold dollar amount as outlined above.

Section 13 – FlexPay Billing

- 1) Customer will be required to complete the **Application for Electric Service - FlexPay Program**.
- 2) If a new Customer of the Department, the account will be established as a FlexPay account immediately upon receipt of documents, fees, and connection of service.

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Section 13 – FlexPay Billing – continued

- 3) If a Customer is converting from Monthly Billing to FlexPay, the Customer's account will be effective on the next regularly scheduled meter reading date, or upon agreement between the Department and the Customer, at such sooner time as mutually agreed upon.
- 4) Customers converting to FlexPay will be refunded the difference between the deposit currently on account with the Department and the applicable FlexPay deposit amount subject to the following conditions:
 - a) The refunded amount shall be reduced by the amount of any pending unpaid billing plus the amount of a special billing, which calculates all charges incurred by the Customer since the last monthly bill was rendered; and shall include all monies currently due the Department.
 - b) The balance of the refunded amount shall be applied to the FlexPay account.
 - c) In the event that the final monthly billing amount is greater than the deposit refund amount, then Customer shall be responsible to pay the balance of the final monthly billing in accordance with the monthly billing terms previously specified and to provide the required FlexPay deposit. See the **Schedule of Deposits and Fees** for details.
- 4) When available, the Customer will be able to access the Customer's current FlexPay account balance and usage information on-line 24 hours per day.
- 5) FlexPay accounts will not receive a monthly billing statement. However, Customers participating in the FlexPay account program will receive notice(s) of their available energy balance via e-mail, phone call or text message per the Customer's selection when entering the program. See the **Schedule of Deposits and Fees** for details.
- 6) Customer may apply monies to the FlexPay account balance as follows:
 - a) Additional monies will be accepted in person or by delivery from the USPS, UPS, FedEx or other courier at the office of the Department located in Tarrant City Hall during regular business hours. The street address is 1604 Pinson Valley Parkway, Tarrant, Alabama 35217.
 - b) Additional monies will be accepted on-line using a check, debit card or credit card through NexBillPay, a third party billing service available 24 hours daily, or such other service designated by the Department. See **Schedule of Deposits and Fees** for applicable charges for this service(s).
- 8) Customer will receive notice of the need to apply additional monies to their FlexPay account balance whenever the remaining balance reaches fifteen dollars (\$15.00). Notification will be by the method chosen by the Customer to receive notice(s) when enrolling in the FlexPay program. See the **Schedule of Deposits and Fees** for details.

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Section 13 – FlexPay Billing – continued

- 9) In the event the FlexPay account balance is depleted, then the Customer's electric service will be disconnected at 10:00 am on the following business day. Customer will receive automated notification of the Department's intention to disconnect service when the FlexPay balance is less than \$0.00. The first notice will be sent on the day the FlexPay balance is found to be less than \$0.00. A second notice will be received the following morning prior to the disconnection of electric service.
- 10) For disconnected FlexPay Billing accounts, the replenishment of the account balance to an amount greater than or equal to twenty dollars (\$20.00) results in the immediate restoration of electric service. Such restoration of service is not subject to any additional fees or charges.

Section 14 – Termination of Accounts Due to Inactivity

Any Monthly Billing or FlexPay Billing account that has been disconnected for non-payment that remains disconnected for a period of ten (10) consecutive business days will be terminated due to inactivity. Upon determination to terminate an account, the Department shall:

- 1) Disconnect the electric service connection by whatever means the Department in its sole discretion determines to be prudent and safe.
- 2) Reconcile the Customer's account as follows:
 - a) Compute a final bill for any Customer who is receiving a "Monthly Billing".
 - b) Refund the Customer's deposit subject to the following conditions:
 - i) The refund amount shall be reduced by the amount of any monies due the Department including but not limited to charges for electric usage inclusive of the final billing amount, applicable fees, meter tampering fees and related expenses, etc.
 - ii) The refund shall be further reduced by the amount of any delinquent electric usage charges, applicable fees, etc. due the Department by the Customer associated with any other account(s).
 - c) Subject to the reconciliation of the deposit set forth above, Customer's participating in the FlexPay Account Program shall have any remaining account balance amounts refunded.
 - d) All refund amounts shall be processed by the Department within thirty (30) days of the termination of the account due to inactivity.

Electric service that has been terminated due to inactivity will be subject to the following conditions should the Customer request that the electric service be reconnected:

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Section 14 – Termination of Accounts Due to Inactivity-continued

- 3) Reconnection requests made prior to the Department processing any refunds due the Customer shall be subject to the reconnection fees as specified in the **Schedule of Deposits and Fees** duly adopted by the City and in effect as of the date of the Customer request.
- 4) Reconnection requests made after the Department has terminated the account and/or processed any refunds due the Customer will be considered a new service and will require the Customer to re-apply for service subject to all application, deposit and accounting fees associated with a new service application.
- 5) Anyone residing in the residence at the time that the account was terminated shall be bound by the same requirements as the Customer.
- 6) Electric service will not be restored until all delinquent charges in connection with the property/premises/residence and owed by the Customer are paid.

Section 15 – Medical Hardships

The Department will, upon notification by the Customer, maintain a record of medical hardship conditions such as the use of life support equipment, physical or mental disability, or medical condition. A “Medical Emergency Extension” occurs whenever the Department grants a request not to disconnect a Customer’s electric service pursuant to this Section of the **Policies and Procedures** regarding Medical Hardships where the account would otherwise be disconnected under the **Policies and Procedures**. Customers with medical hardships are advised to enroll in Monthly Billing.

The Department will accommodate Customers with medical hardships subject to the following:

- 1) It is the responsibility of the Customer to notify the Department regarding existing medical hardship conditions prior to the termination of service, other than when termination of service is requested by the Customer. Such notice must be provided in writing to the office of the Department located in Tarrant City Hall during regular business hours. The street address is 1604 Pinson Valley Parkway, Tarrant, Alabama 35217.
- 2) The Department will accept a letter on a physician’s letterhead, a certified statement from a licensed physician or licensed psychiatrist in the State of Alabama stating that termination of electric service will aggravate an existing medical emergency, or the submission of a complete and accurate **Application for Medical Emergency Extension** that certifies the existence of a medical hardship or emergency. Such documents must be furnished to the Department within ten (10) days of the date the Customer is advised of its necessity. Recertification will be required on an annual basis.

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Section 15 – Medical Hardships-continued

- 3) The Department will temporarily postpone termination of residential service, other than where requested by the Customer, where a medical emergency exists in the Customer's household. Duration of the temporary postponement shall be for a period sufficient to relocate the person(s) within the Customer's household constituting the medical emergency or provide time for payment to be received by the Department. The temporary postponement due to medical hardship shall not exceed thirty (30) days. There shall be no more than one (1) medical hardship extension granted within a thirty-six (36) month period.

Section 16 – Insufficient Funds

An Insufficient Funds Fee will be billed to each Customer for which payment for electric service made by check, draft or electronic remittance device is subsequently returned due to being dishonored by the Customer's financial institution. See the **Schedule of Deposits and Fees** for details.

Administrative charges shall be made when the reason for the return is as follows:

- 1) Insufficient funds,
- 2) Account closed, or
- 3) No such account with institution on which item is drawn.

Such charge shall become a part of the total amount owed to the Department by the Customer for which electric service may be disconnected.

If a check is returned for insufficient funds on a delinquent account, the account will be disconnected immediately. Electric service will not be restored until the account balance, including any fees or penalties, is paid in full with cash or certified funds only. For a twelve (12) month period following this type of disconnect all transactions will be on a cash or certified funds only basis.

Section 17 – TVA Participation

The Department shall, at its sole discretion, choose to participate in various programs made available through TVA designed to increase revenues, reduce costs, offer Customer incentives, assist with economic development, etc. Participation in any such program shall be subject to either the Mayor's authorization or a formal resolution adopted by the City Council.

CITY OF TARRANT ELECTRIC DEPARTMENT
ELECTRIC SERVICE POLICIES AND PROCEDURES

November 1, 2017

Section 18 – Special Provisions

The following special provisions shall apply to the Department's **Policies and Procedures**:

- 1) No statement or representation of any employee or officer of the Department shall bind the Department, unless the same be in writing and approved by the signature of an authorized representative of the Department, and that no employee or officer of the Department is authorized to waive this condition.
- 2) No employee or officer of the Department has the authority to waive any provisions of these **Policies and Procedures**.
- 3) The Mayor shall have exclusive authority to:
 - 1) Bind the Department,
 - 2) Authorize representatives of the Department to act on the Mayor's behalf.
- 4) No inspector, agent, or employee of the City or Department may ask, demand, receive or accept any personal compensation for any service rendered to users of electric service or to other persons, in connection with supplying or furnishing any services by the City or Department.

CITY OF TARRANT ELECTRIC DEPARTMENT
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Appendix A

SCHEDULE OF DEPOSITS AND FEES	
MONTHLY BILLING ONE-TIME ACCOUNTING CHARGE DUE UPON APPLICATION OF SERVICE	\$40.00
FLEXPAY BILLING RECURRING MONTHLY PROGRAM FEE	\$7.00
RESIDENTIAL DEPOSITS:	
MONTHLY BILLING	\$300.00
FLEXPAY BILLING	\$0.00
GENERAL SERVICE DEPOSITS :	
MONTHLY BILLING	TO BE DETERMINED BASED ON PRIOR BILLING HISTORY OR PROJECTED ENERGY TAKINGS FOR THE SERVICE LOCATION
FLEXPAY BILLING	\$0.00
NEXTBILLPAY ON-LINE PAYMENT FEE¹	
e-CHECK (\$0.00 to \$1,000.00) ²	\$2.50
CREDIT CARD / DEBIT CARD ³	
RESIDENTIAL FEE:	
\$0.01 TO \$250.00 TRANSACTION AMOUNT	\$3.95
EACH ADDITIONAL \$250.00 TRANSACTION AMOUNT OR PORTION THEREOF	\$3.95
COMMERCIAL FEE:	
\$0.01 TO \$250.00 TRANSACTION AMOUNT	\$4.95
EACH ADDITIONAL \$250.00 TRANSACTION AMOUNT OR PORTION THEREOF	\$4.95

¹ Fees are set by NEXTBILLPAY and are passed directly to the Customer by the Department.

² eCheck Transaction Limit = \$2,000.00.

³ Credit Card / Debit Card Transaction Limit = \$5,000.00.

CITY OF TARRANT ELECTRIC DEPARTMENT
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Appendix A - continued

SCHEDULE OF DEPOSITS AND FEES	
FINAL DISCONNECTION NOTICE PROCESSING FEE	\$5.00
LATE PAYMENT FEE	5% OF UNPAID ACCOUNT BALANCE DUE AFTER THE NET PAYMENT PERIOD
METER TEST	\$50.00
METER TAMPERING FEE	\$250.00 + COST OF EXPENSES INCURRED
MONTHLY BILLING RECONNECTION FEES:	
SINGLE PHASE CUSTOMERS:	
DURING REGULAR BUSINESS HOURS	\$ 25.00
AFTER HOUR, WEEKENDS OR HOLIDAYS	\$150.00
THREE PHASE CUSTOMERS:	
DURING REGULAR BUSINESS HOURS	\$ 75.00
AFTER HOUR, WEEKENDS OR HOLIDAYS	\$250.00
UNNECESSARY SERVICE CALL TO LOCATION	\$95.00 + COST OF EXPENSES INCURRED
INSUFFICIENT FUNDS FEE	\$30.00

Appendix B
City of Tarrant Electric Department
Application for Electric Service

FlexPay Customers Only

Daily Balance Alert: E-mail Notification Only

Low Balance Alert: E-mail Notification Text Message Notification

FlexPay Balance Recharge Confirmation: E-mail Notification Only

Pending Disconnect Alert: Phone Notification E-mail Notification Text Message Notification

Reconnection Confirmation: Phone Notification E-mail Notification Text Message Notification

Telephone Number to Receive Alerts & Confirmations (Texts & Calls): (____) _____ - _____

E-mail Address to Receive Alerts & Confirmations: _____

Applicant agrees to receive electric service from the City of Tarrant Electric Department in accordance with the Policies and Procedures currently in effect or any subsequent future revision(s). Applicant further acknowledges receipt of a copy of said Policies and Procedures as a part of this application.

Customer Signature: _____ Date: _____

City of Tarrant Electric Department Application for Electric Service

Service Address: _____	Application Type: (Check All that Apply) <input type="checkbox"/> New Service <input type="checkbox"/> Billing Change <input type="checkbox"/> Lighting
Customer Information	
Name: Last _____ First _____ Middle _____ <div style="text-align: center;">Or</div> Business Name: _____ Contact: _____ Mailing Address: _____ City: _____ State _____ Zip _____ Telephone: Home (____) _____ - _____ Work (____) _____ - _____ Mobile (____) _____ - _____ E-mail: _____	
Current Customer of the City of Tarrant Electric Department? <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> Service Address: _____	Previous Customer of the City of Tarrant Electric Department? <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> Service Address: _____
Additional Adults Residing in Residence: Name: _____ Relationship _____ Name: _____ Relationship _____ Name: _____ Relationship _____	Service Request Dates Application: _____ Requested: _____ Deposit: _____
Office Use Only	
Billing Type: <input type="checkbox"/> Monthly <input type="checkbox"/> FlexPay Credit Rating: _____ Rate Schedule: <input type="checkbox"/> Residential <input type="checkbox"/> GSA 1 <input type="checkbox"/> GSA 2 <input type="checkbox"/> GSA 3 Deposit Amount: _____ Lighting Type: <input type="checkbox"/> 100W HPS <input type="checkbox"/> 250W HPS <input type="checkbox"/> 400W HPS <input type="checkbox"/> 400W MH FL <input type="checkbox"/> 1,000W MH FL Lighting Pole Charge: <input type="checkbox"/> 30' <input type="checkbox"/> 35' <input type="checkbox"/> 40' <input type="checkbox"/> 45' <input type="checkbox"/> 50' <input type="checkbox"/> 55' <input type="checkbox"/> 60' Account Subject to Debt Recovery: <input type="checkbox"/> Yes <input type="checkbox"/> No Current Account Balance: _____ Power Supply Contract Required: <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, Attach a Copy of Power Supply Contract) Completed by: _____ Date Completed: _____	

Appendix C

City of Tarrant Electric Department Request for Deposit Statement

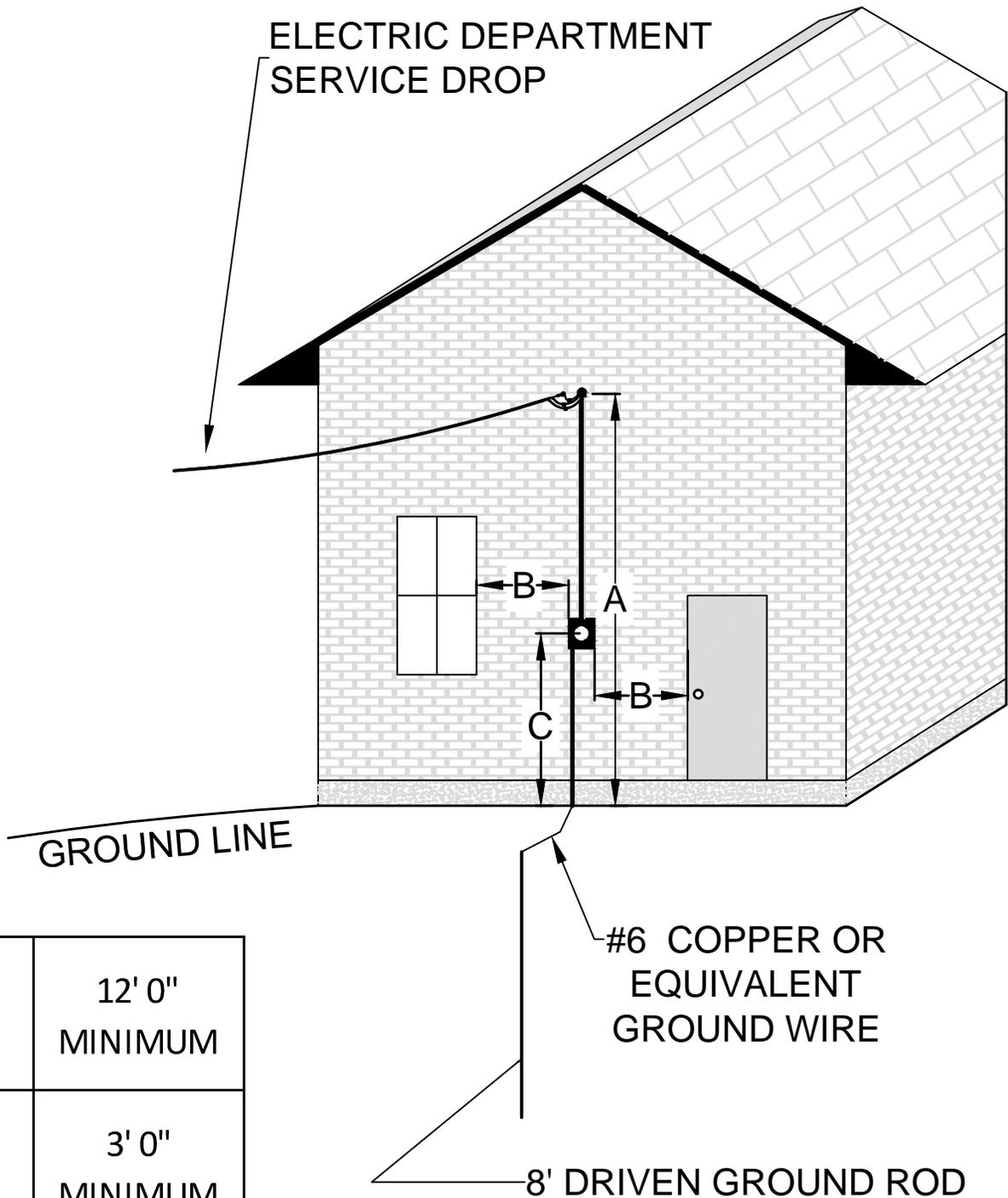
Service Address: _____	Account Number: _____
Customer Information	
Name: Last _____ First _____ Middle _____ Or	
Business Name: _____ Contact: _____	
Mailing Address: _____ City: _____ State _____ Zip _____	
Telephone: Home (____) ____ - ____ Work (____) ____ - ____ Mobile (____) ____ - ____	
E-mail: _____	
<p>In accordance with Section 6 of the City of Tarrant Electric Department Policies and Procedures, I am requesting a review of the deposit balance, including earned interest, for the account listed above. The Department will schedule the requested joint review with the Customer within five (5) business days of receiving this completed form.</p> <p>Customer Signature: _____ Date: _____</p>	
I prefer to receive the deposit statement by: <input type="checkbox"/> US Mail <input type="checkbox"/> E-mail	Do you wish to schedule an appointment to discuss this deposit statement in person? <input type="checkbox"/> Yes <input type="checkbox"/> No
Office Use Only	
Date Request Received: _____: Request Received By: _____	
Date Provided to Customer: _____: Method of Communication:	<input type="checkbox"/> In-Person
Provided to Customer By: _____	<input type="checkbox"/> US Mail
	<input type="checkbox"/> E-mail
ATTACH A COPY OF THE DEPOSIT STATEMENT PROVIDED TO THE CUSTOMER TO THIS COMPLETED REQUEST FORM.	

Appendix D

Delivery Point Requirements

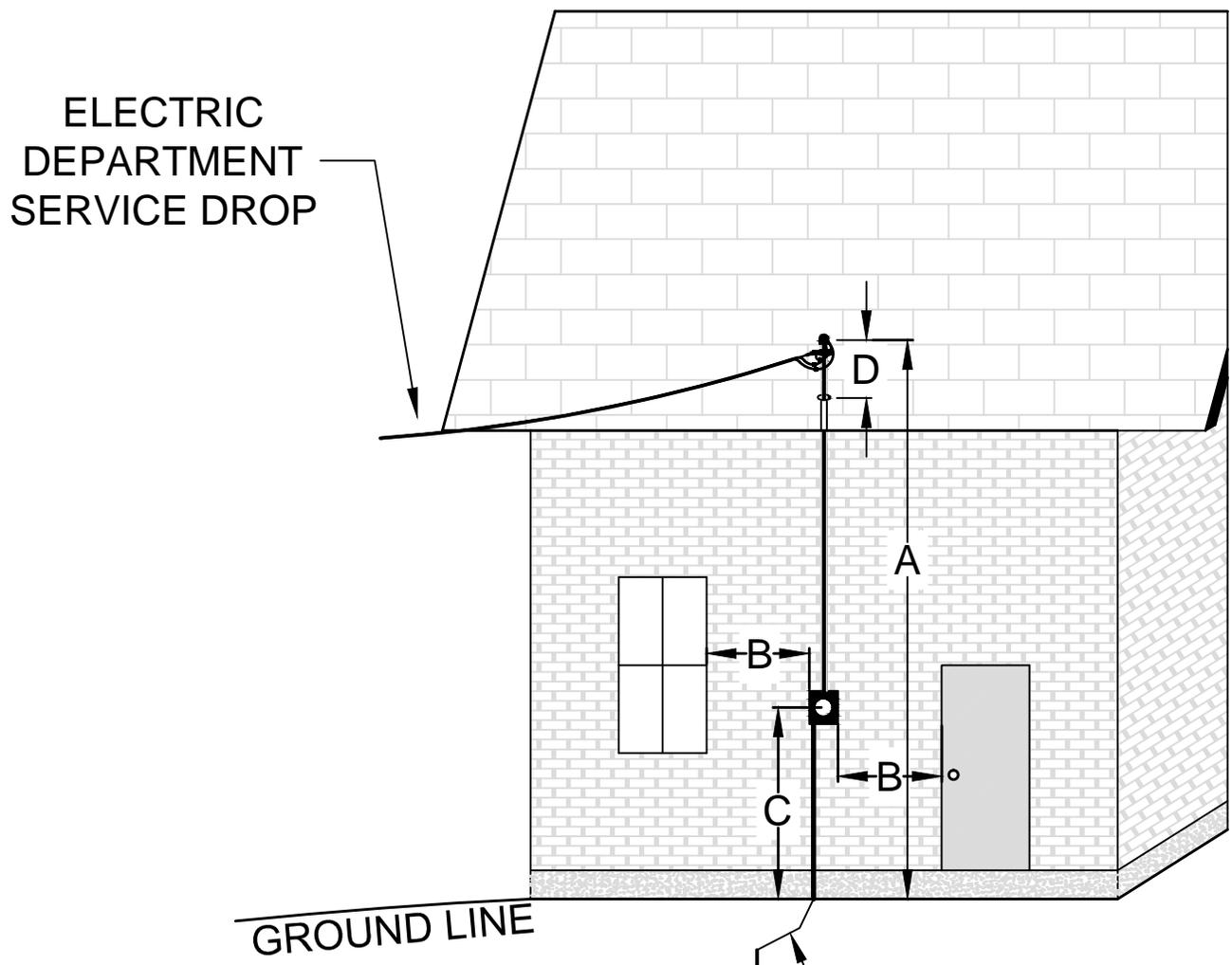
SINGLE PHASE 3-WIRE 120/240 VOLT SERVICE

CUSTOMER SERVICE ENTRANCE SUBJECT TO ALL REQUIREMENTS OF THE CURRENT NATIONAL ELECTRIC CODE (NEC) AS WELL AS ALL STATE & LOCAL BUILDING CODES, LAWS, ORDINANCES, OR REGULATIONS AS DETERMINED BY THE CITY OF TARRANT BUILDING INSPECTION DEPARTMENT



SINGLE PHASE 3-WIRE 120/240 VOLT SERVICE

CUSTOMER SERVICE ENTRANCE SUBJECT TO ALL REQUIREMENTS OF THE CURRENT NATIONAL ELECTRIC CODE (NEC) AS WELL AS ALL STATE & LOCAL BUILDING CODES, LAWS, ORDINANCES OR REGULATIONS AS DETERMINED BY THE CITY OF TARRANT BUILDING INSPECTION DEPARTMENT

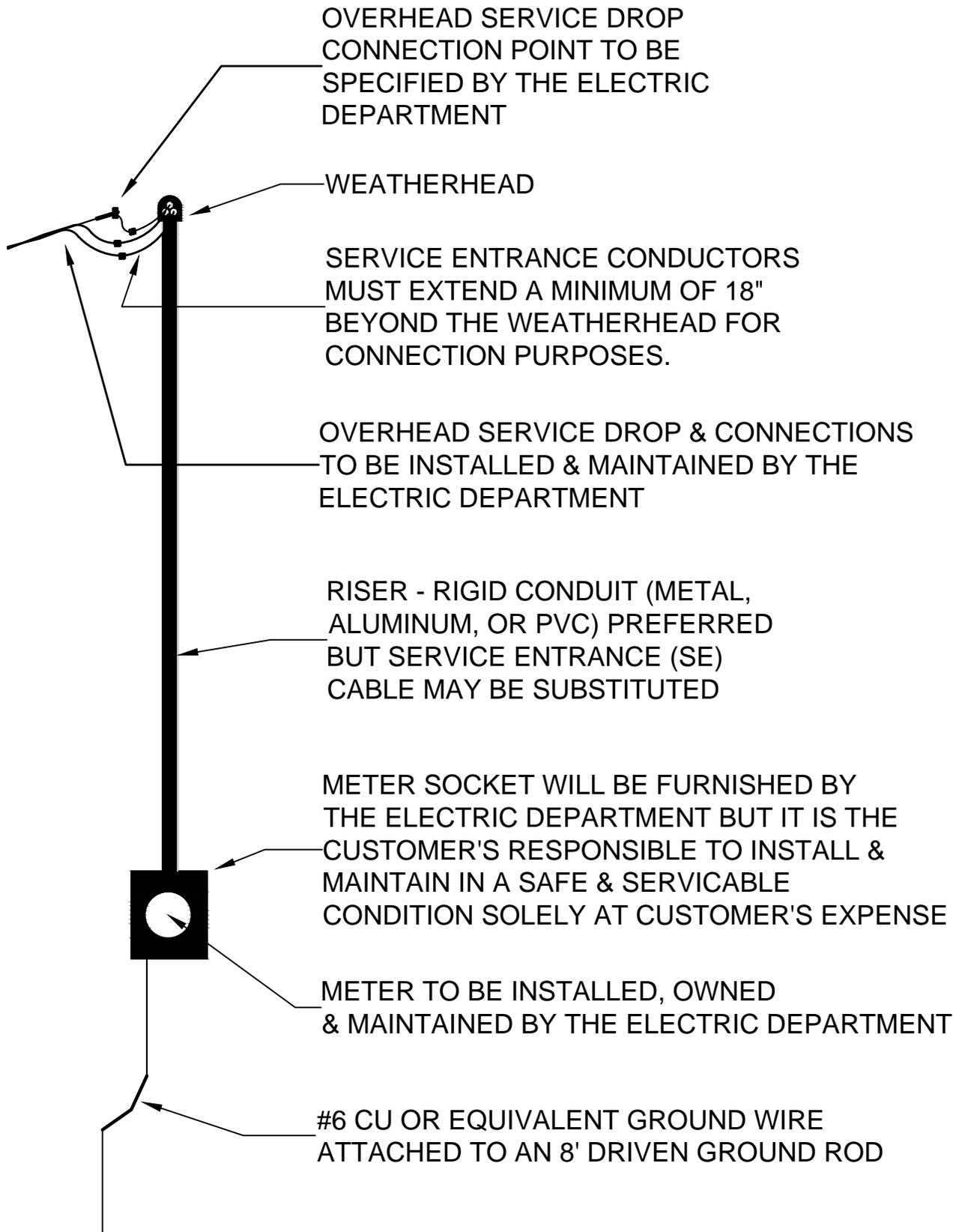


A	12' 0" MINIMUM
B	3' 0" MINIMUM
C	5' 0" ± 6"
D	18" MINIMUM

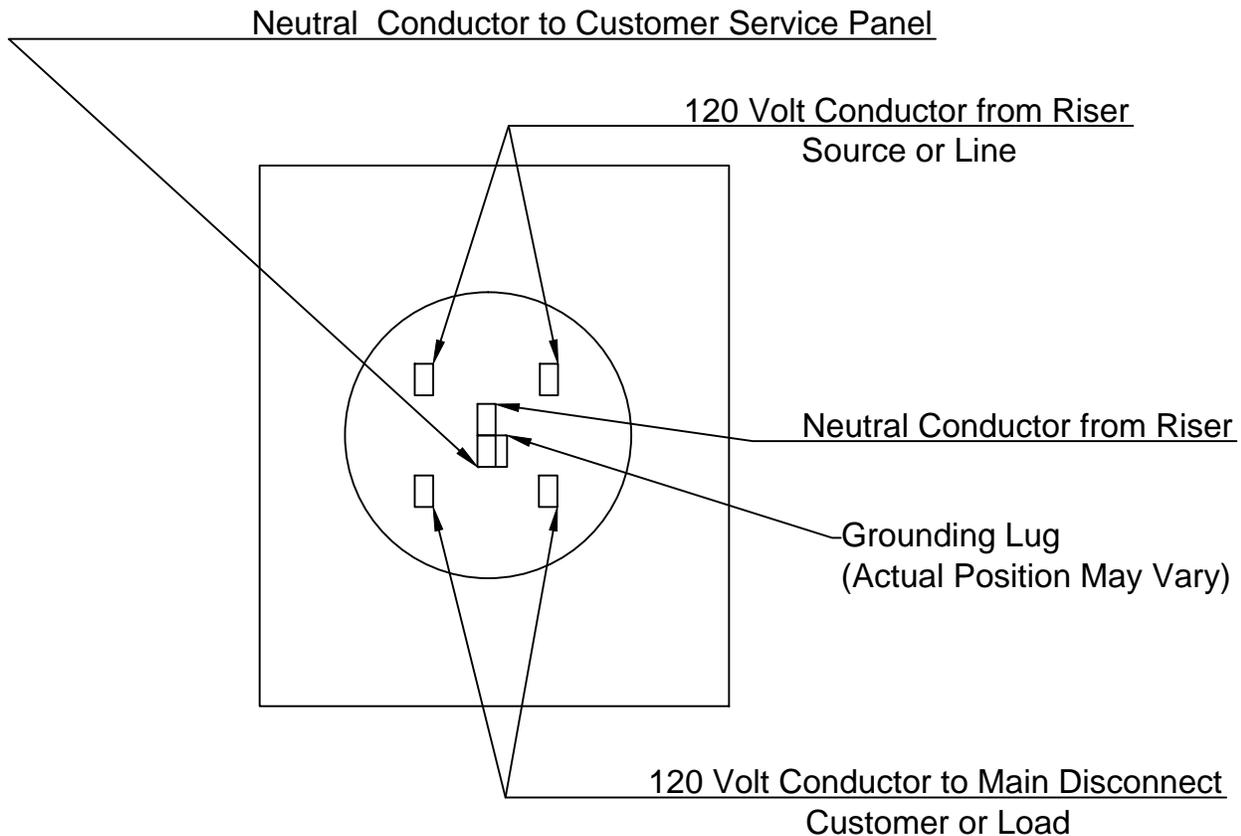
#6 COPPER OR EQUIVALENT GROUND WIRE

8' DRIVEN GROUND ROD

SINGLE PHASE 3-WIRE 120/240 VOLT SERVICE



SELF CONTAINED METER SOCKET SCHEMATIC SINGLE PHASE 120/240 VOLT 60 HERTZ SERVICE INSTALLATION



1. Requirements for Metering Installations for Customer Service Installations other than the Standard Single Phase Overhead Service Installations will be specified by the Electric Department upon their Agreement to provide such Service Installation.
2. No Provision in this Appendix B shall supercede any requirement of the National Electric Code (NEC) or any other applicable State or Local Building Codes, Laws, Ordinances, Rules or Regulations as determined by the City of Tarrant Building Inspection Department.

**APPENDIX E - APPLICATION FOR MEDICAL EMERGENCY EXTENSION
CITY OF TARRANT ELECTRIC DEPARTMENT**

Please Print:

Service Address:	Account Number:	
Customer's Name:	Mailing Address:	Phone #:
Patient's Name:	Relationship:	Phone #:
CUSTOMER		
<p>I hereby certify that I am responsible for payment of the City of Tarrant, Alabama, d/b/a Tarrant Electric Department ("City of Tarrant Electric Department") billing for electric service at the Service Address shown on this application and that this application for a medical emergency extension is valid and not an attempt to delay or avoid just payment for services provided. I hereby agree to pay all billings promptly and acknowledge that this application, if approved, does not preclude the City of Tarrant Electric Department's right to partially limit utility services at the service address to pursue legal collection avenues for recovery of unpaid billings, or to disconnect service under the City of Tarrant Electric Department's Policies and Procedures. Once approved this medical emergency extension shall not exceed thirty (30) days at which time and after advanced notification, any past due accounts will be subject to disconnection for nonpayment in accordance with the City of Tarrant Electric Department's Policies and Procedures.</p>		
Customer's Signature:	Date:	
PATIENT		
<p>I hereby attest that I am a full-time, permanent resident at the City of Tarrant Electric Department Service Address shown on this application and that my medical condition is such that the complete termination of the City of Tarrant Electric Department electric service would seriously endanger my health. In consideration of the City of Tarrant Electric Department's approval of this application, I acknowledge the City of Tarrant Electric Department's right to limit the delivery of City of Tarrant Electric Department electric service to this service address during any and all periods of non-payment, up to and including complete disconnection of service after providing advance notice in accordance with the City of Tarrant Electric Department's Policies and Procedures. I agree to hold the City of Tarrant Electric Department and its agents, officers, and employees harmless from any damages relating to any complete termination that may occur incidentally as a result of system failure, or due to nonpayment by the City of Tarrant Electric Department electric service customer. In the event termination does occur, I agree to comply with the City of Tarrant Electric Department's Policies and Procedures to facilitate the restoration of electrical service as soon as possible. I further release the City of Tarrant Electric Department and its agents, officers, and employees from all liability, claims, damages for property damage, injury or death, or expenses that may result from any complete termination which may occur incidentally as a result of system failure or due to nonpayment.</p>		
Patient's or Legal Guardian's Signature:	Date:	
MEDICAL AUTHORITY		
<p>I hereby attest that I am a licensed physician in the State of Alabama, that I have personally examined the above named patient, and that I have confirmed that a complete termination of the City of Tarrant Electric Department electric service would seriously endanger the patient's health for the following reason (describe nature of the illness and the effect on the health of the complete absence of electric service):</p>		
Nature of Illness:		
How will the lack of electricity affect this customer:		
How long has condition existed:		
Length of time condition expected to last:		
Type of medical equipment:		
Does equipment have battery back-up:		
Does equipment function on 110 volt service:		
Medical Authority's Signature:	Address	Phone #
Print Name	Title	Date

MEDICAL EMERGENCY EXTENSIONS, IF APPROVED, ARE LIMITED TO ONE (1) EXTENSION PER ACCOUNT. THE MEDICAL EMERGENCY EXTENSION PERIOD SHALL NOT EXCEED THIRTY (30) CONSECUTIVE DAYS WITHIN A THIRTY-SIX (36) MONTH PERIOD.

FOR CITY OF TARRANT ELECTRIC DEPARTMENT USE ONLY	DATE	NAME
Application Received		
Exemption Approved		
Expiration of Medical Emergency Extension (30 days from Approval Date)		
Medical Emergency Extension Removed from Account		

Appendix F

Final Disconnection Notice

