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**City of Florence Electricity Department**

**SCHEDULE OF RULES AND REGULATIONS**

**(Effective May 1, 2024)**

The following “Schedule of Rules and Regulations” applies to all Customers of the City of Florence Electricity Department, hereinafter referred to as “FED” without regard to race, color, creed, sex, age, national origin, or marital status. A “Customer” is defined as any residential, commercial, industrial, or any other classification of Customer that receives electric service from FED. Each Customer agrees to comply with the Schedule of Rules and Regulations upon acceptance of electric service from FED. This Schedule of Rules and Regulations has been reviewed and approved by the Tennessee Valley Authority, hereinafter referred to as “TVA” and has been approved in a public City of Florence Council meeting.

1. **Application for Service**

Each prospective Customer desiring electric service may be required to sign FED’s standard form of application for service or contract before service is supplied by FED. An application that has been inactive for 12 months will be canceled by FED. Wherever the terms “electric service" or “service” are used herein, such terms include, without limitation, the furnishing of electricity, provisioning for energy improvements, provisioning for weatherization measures, and any other services or benefits related to electricity received by the Customer from FED.

1. **Identification**

FED will require a Customer applying for utility services to present one (1) form of creditable photo identification, including electronic, and a verified Social Security Number. The primary form shall be a pictured ID such as a valid Driver’s License, State Issued Non-Driver’s License, or US Military ID Card.

1. **Deposit**

A deposit or suitable guarantee will be required from any Customer, subject to the exceptions listed below, before electric service is supplied. Residential Customer deposits shall be no higher than twice the average bill as calculated using average usage for the residential rate class. In cases of hardship, FED may negotiate installment payments for residential Customers, in which case, no less than 50% of the deposit shall be paid prior to the date electric service commences and the balance shall be paid in full within 90 days from the date electric service commences. Residential Customers with at least 12 months continuous service and no final notices, non-pay disconnects, returned checks, or more than one arrears in the previous twelve months may have one additional residential service connected without paying an additional deposit. For all rate classes other than residential, the deposit shall be no higher than twice the estimated highest monthly bill. New Customers requesting service at existing locations with similar demand and energy usage as the previous occupant shall pay a deposit no higher than twice the highest monthly bill of that previous Customer. All deposits greater than one month’s average bill and retained longer than one year (after deposit is paid in full) shall accrue interest. The interest rate earned on the deposit shall be the annual rate of interest earned by the Electricity Department’s primary bank account. The deposit balance (including earned interest) as well as the adequacy of such deposit shall be subject to review by the Customer and FED and may be adjusted as necessary. The deposit balance plus any accrued interest shall be credited to the Customer or any unpaid bills of the Customer upon termination of service. FED reserves the right to require a deposit/additional deposit should the account reflect collection activity.

1. **Point of Delivery- Designation**

The point of delivery is the point, as designated by FED, on Customer’s premises where service is to be delivered. All wiring and equipment beyond the designated point of delivery, except the meter, shall be furnished, installed, and maintained by the Customer at no expense or responsibility to FED. The point of delivery is further defined as the point where obligation ends for FED to furnish and install conductor or conduit, and where obligation begins for the Customer to furnish and install conductor or conduit.

1. **Metering**

FED shall provide, own, install, and maintain the electric meter to provide electric service and to determine the Customer’s electric usage for billing. All FED Customers will be required to have an advanced meter that provides outage reporting, usage, voltage, and other functionalities. These meters are integral to the management of FED’s electrical system and are deemed an absolute necessity. The Customer shall provide adequate access to the Customer's property as required by FED for extension of service from FED’s existing facilities to the point of delivery and the installation of the electric meter and all equipment associated with the electric meter. FED may refuse to connect or discontinue electric service if the Customer refuses the installation of the electric meter provided by FED. FED shall not be liable for any loss, injury, or damage that occurs to the Customer’s wiring or equipment located beyond the delivery point.

1. **Customer’s Wiring Standards**

All wiring belonging to the Customer must conform and comply with the standards set forth by the National Electric Code, State of Alabama, City of Florence, Lauderdale County, any other authorities having jurisdiction, and FED requirements. The National Electric Code is superseded by the state or local codes when the state or local code is more stringent than the National Electric Code. However, when the National Electric Code is not superseded, it will be the minimum acceptable standard. All meter locations for any service must be approved by a representative of the FED. FED will not be obligated to provide protective equipment for Customer’s lines, facilities, or equipment.

1. **Inspections**

FED shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time and reserves the right to reject any wiring or appliances not in accordance with FED’s standards. Any such inspection or failure to inspect or reject shall not render FED liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of National, State, local, and FED codes and standards, or from accidents which may occur upon Customer's premises. FED reserves the right to act on any potential electrical hazards by disconnecting service. FED will attempt, but will not be required to notify the Customer before disconnecting service.

1. **Charges for Construction (Overhead and Underground), Line Extensions, Facilities Upgrades, Specifications, and Outdoor lighting**

A representative from FED will furnish details, terms, pricing, and requirements for such upon request (per current Customer Contribution to Construction Charges). Payment for such may be required in advance of construction.

1. **Customer's Responsibility for FED Property**

All meters, service connections, and other equipment furnished by FED shall be, and remain, the property of FED, unless specified by a contract between FED and the Customer. The Customer shall provide a space for and exercise proper care to protect the property of FED on its premises. The Customer shall control existing trees/shrubbery and refrain from new plantings to prevent interference with utility lines and other property of FED. In the event FED facilities are interfered with, hindered in operation, or damaged by Customer, or any other person the Customer’s reasonable care and surveillance could have prevented such, the Customer shall indemnify FED or any other person against death, injury, loss, or damage resulting there from. In the event of loss or damage to FED’s property arising from the neglect of the Customer to care for the same, the cost of the necessary repairs or replacements shall be paid by the Customer. In the event such facilities are entered into, or tampered with in such a manner as to allow electricity to be illegally consumed, the measurement of that usage to be impaired, or the FED meter/equipment seal has been tampered with, the affected service to the Customer may be discontinued until a tampering fee (see Schedule of Fees and Charges) is assessed to and paid by the Customer of record and/or occupant of the property where such tampering occurred. In addition, the Customer and/or occupant of the property shall compensate FED for its estimated loss of revenue, if any resulting therefrom. Moreover, if any substance, article, or material is placed on or in the vicinity of a meter which ultimately results in causing a meter to malfunction, this shall be interpreted as meter tampering and the affected service to the Customer may be discontinued until tampering fee (see Schedule of Fees and Charges) for each tampered meter is assessed to and paid by the Customer of record and/or occupant of the property where such tampering occurred. After two or more occurrences of tampering, service will be subject to termination by FED.

1. **Right of Access**

FED’s identified employees, contractors, vehicles, and equipment shall have access to the Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, inspecting, or exchanging any or all equipment belonging to FED. FED may choose to utilize or upgrade existing facilities on Customer’s property for additional purpose of serving other properties. FED will require a right of way for all properties prior to FED installation of new facilities. FED will work with the property owner to secure a right of way. FED will require that the Customer keep the right of way clear from obstructions, including trees. Customer agrees to allow FED to trim and or remove trees and vegetation that interferes with or blocks access to providing electric service.

1. **Billing**

Bills shall be rendered monthly and shall be paid within 15 days from the statement date on the bill. Any balance remaining after the due date on the billing statement provided shall be subject to an additional charge of up to 5%. Failure to receive a bill will not release the Customer from its payment obligations. Should bills not be paid by the due date specified on the bill, service may be discontinued as set forth in Item No. 16 (Discontinuance of Service). Should the due date fall on a weekend or holiday, the next business day following the due date will be held as a day of grace for payment to be received. Payments received by mail after the time limit for payment will be accepted by FED if the incoming envelope bears United States Post Office date stamp of the due date or any date prior. If payment is not received by the due date on the bill, FED may discontinue service 7 days after providing a separate notice to the Customer informing the Customer of the electric service disconnection and the available rights and remedies to dispute the bill with FED. No further notice will be provided before the electric service is disconnected. Payment in full (including late fee charges) will be required before service is restored. An additional deposit amount may be required. The termination of service by FED for any reason stated in this Section does not release Customer from the obligation for any amounts due to FED, including the payment of minimum bills as specified in contracts. If a final notice is generated for an account with FED, a service charge (see Schedule of Fees and Charges) may be added to the account.

1. **Estimated Bill**

FED reserves the right to render an estimated bill to the Customer on the basis of best information available if any of the following occur:

* FED or its agents are unable to access the meter during regular business hours.
* An error occurs in the computation or calibration of the meter.
* FED elects to read meters less frequently than each month to reduce meter reading expenses or due to inclement weather.
* Evidence of meter tampering exists at that location.

If subsequent meter readings show the estimated bill was based on an erroneous estimate of consumption, FED will adjust bill accordingly.

1. **Collective Billing**

Non-residential customers who have multiple accounts in the same name may request to have their invoicing consolidated into one collective billing statement. This ensures all bills have one due date and payment each month that covers all accounts. To qualify, the customer must have at least 5 individual accounts and all accounts must have a zero balance. All collective billing statements will have a fixed due date that corresponds with their billing cycle.

1. **Billing Adjusted to Standard Periods**

The demand charges and the blocks in the energy charges set forth in the rate schedules are based on billing periods of approximately one (1) month. In the case of the first billing of new accounts (temporary service and seasonal Customers exempted) and final billings of all accounts (temporary service excepted) where the period covered by the billing involves fractions of a month, the demand charges and the blocks of the energy charge may be adjusted to a basis proportionate with the period of time during which service is extended.

1. **Special Minimum Bills**

Electric Customers whose electric service requires the construction by FED of a separate line or a line of an unusual length and/or the installation of other facilities, the cost of which would be disproportionate to the expected revenue, may be required to pay a special minimum monthly bill in an amount and for a period of time sufficient to support and to amortize FED’s investment.

1. **Discontinuance of Service**

FED may refuse to connect or may discontinue electrical service for the violation of any of the Schedule of Rules and Regulations or of the Schedule of Rates and Charges. FED may also discontinue service to the Customer for theft of services or the appearance of theft devices or tampering with FED’s metering devices or facilities on the Customer’s premise. FED may also refuse to connect or discontinue electrical service for safety reasons or to be compliant with state, city, or county regulations that require disconnection for safety reasons. All electrical services will be discontinued to Customers with past due accounts except as provided for in this Section, or Section 11 (Billing).

In the event the forecasted temperature is expected to exceed 99 degrees (F) or is expected to be below 32 degrees (F) on that day, FED will postpone the disconnection of service to Customers scheduled for such disconnection due to non-payment. Where disconnection is postponed due to an extreme weather condition, the postponement will not extend beyond the extreme weather condition.

1. **Medical Hardship**

Upon FED’s approval of the Medical Necessity form, disconnection of service will be postponed for 21 days from the original scheduled disconnection date to allow Customer time to make payment or seek alternative shelter arrangements. The medical necessity form must be completed by a licensed medical doctor certifying that the disconnection of electric service would create a life-threatening situation for the Customer or other permanent resident of the Customer’s household. It is the responsibility of the Customer to ensure that the form has been approved by FED prior to the originally scheduled disconnection date. A life-threatening medical condition does not relieve the Customer of the obligation to pay for electric service, including any late fees incurred or other applicable charges. FED will only grant this postponement for termination 2 times per household in a twelve-month period. If full payment of the past due amount, including late fees, is not received by the end of the 21-day grace period, electric service will be disconnected without further notice. This applies only to accounts in collections for non-payment. This does not apply for power outages or other interruptions of service.

1. **Reconnection Charge**

Whenever service has been discontinued by FED as provided in Section No. 11 (Billing), No. 16 (Discontinuance of Service), and No. 17 (Medical Hardship), a service charge (see Schedule of Fees and Charges) may be collected by FED before service is restored. Customers who require reconnection after regular business hours will be charged an afterhours fee (see Schedule of Fees and Charges), in addition, a service charge must be paid prior to reconnection. A service charge (see Schedule of Fees and Charges) will be charged for handling all payments not accepted by banks. If available, Customers will be reconnected after hours once payment is verified through FED’s electronic payment system. Customers choosing to pay via methods other than FED’s electronic payment system will be reconnected on the next business day. All commercial Customers will be reconnected on the next business day.

1. **Account Set-Up Fee**

The Customer may be billed an Administrative fee (see Schedule of Fees and Charges) for any new connection of service, transfer of service, and name changes. Charges for services not otherwise covered within the Rules and Regulations will be at FED’s reasonable cost, but in no case will the charge be less than the Administrative fee (see Schedule of Fees and Charges). A service charge for a Customer's convenience, such as relocating service for re-roofing, adding gutters, etc., where no additional load is involved, shall be established by the Manager of the Electricity Department, based upon cost and overhead.

1. **Non-Sufficient Funds (NSF) Fee**

There will be a Non-Sufficient Funds Fee (see Schedule of Fees and Charges) assessed to the Customer’s account for all payments that have been returned with funds unpaid to FED. FED may require certain methods of payment from Customer’s that have an established history of non-sufficient fund activity.

1. **Termination of Service Contract by Customer**

Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written notice to that effect unless the contract specified otherwise. Notice to discontinue service prior to expiration of the contract term will not relieve the Customer from any minimum or guaranteed payment under any contract, rate, or schedule.

1. **Service Charges for Temporary Service**

Customers requiring electric service on a temporary basis may be required by FED to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like. FED defines temporary as a period of time less than twelve (12) months. FED may at its discretion remove the temporary service without notice to the Customer after a twelve (12) month service period.

1. **Interruption of Service**

FED will use reasonable diligence in supplying electric service but shall not be liable for breach of contract in the event of, or for loss, injury or damage to persons or property resulting from interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence. In the event of a failure, shortage or interruption of power service due to an act of God, the elements, labor troubles, fire, accident breakage, necessary repairs to the system, curtailment of power supply, or other cause or contingency beyond the FED’s control, FED shall not be liable to Customer for such failure, shortage or interruption, it being understood and agreed that the supply and distribution of electric power are subject to failure, shortage or interruption from such causes, and that the FED cannot and does not guarantee a constant supply of power.

In the event of an emergency or other condition causing a shortage in the amount of electricity for FED to meet the demand on its system, FED may, by an allocation method deemed equitable by FED, adjust the amount of electricity to be made available for use by the Customer and/or may otherwise restrict the time during which the Customer may make use of electricity and the uses which the Customer may make of electricity. If such actions become necessary, the Customer may request a variance because of unusual circumstances, including matters adversely affecting public health, safety, and welfare. If the Customer fails to comply with such allocation or restriction, FED may take such remedial action as it deems appropriate under the circumstances, including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. FED shall not be liable for any loss, injury, or damages that may result to the Customer or any other person, entity, or corporation in the event FED has to implement any emergency load curtailment plan in effect between FED and its sources of supply for electric power, including, without limitation, TVA.

1. **Voltage Fluctuations Caused by Customer**

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to FED’s system. FED may require the Customer, at the Customer’s expense, to install suitable electric facilities which will reasonably limit such fluctuations or disturbances.

1. **Additional Load**

The service connection transformers, meters and equipment supplied by FED for each Customer shall have definite capacity, and no additions to the equipment or load connected thereto will be allowed except by consent of FED. Failure to give notice of additions or changes in load, and to obtain FED’s consent for same, shall render the Customer liable for any damage to FED’s electric system or interruption of electric service provided by FED caused by the additional equipment or load.

1. **Standby and Resale Service**

All purchased electric service (other than emergency or standby service) used on the premises of the Customer shall be supplied exclusively by FED, and the Customer shall not, directly, or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.

1. **Customer Generated Electricity**

The Customer may not add generation capacity that has the ability to flow back to the FED meter or impact FED’s electrical system without the express written consent of FED. Examples of possible generation would be photovoltaic systems, low impact hydro, wind generation, and combustion generation of any type.

For Customers installing photovoltaic systems, Customer must submit an Interconnection Application, fulfill payment of an Interconnection Application Fee (see Schedule of Fees and Charges), and complete an Interconnection Agreement with FED prior to system commissioning by FED. FED may require additional engineering studies or testing on Customer system if deemed necessary. FED reserves the right to require additional fees for supplementary services completed by FED due to Customer’s system operation.

It shall be FED’s policy that generators may be used by FED customers when (1) the Customer meets or exceeds the implementation requirements set forth below and (2) such generator does not present a potential hazard of feedback into FED’s electrical system.

* It shall be the responsibility of the customer to ensure that generators utilized by the customer are installed, tested, and maintained in accordance with all applicable national, state, or local laws, rules, regulations, standards, codes, and ordinances including, but not limited to, the most recent version of the National Fire Protection Association/ National Electrical Code, National Electrical Safety Code.
* Prior to the connection of any generator to the premises wiring, the same must be inspected and tested by an inspecting authority within that jurisdiction, such as a city or county government to ensure compliance with all of the above that are applicable to such installation. If no such inspecting authority exists within that jurisdiction, the generator shall be inspected and determined to be in compliance with the latest revision of the National Electric Code. The Customer shall have a licensed electrician or engineer provide notification of compliance in writing to FED’s engineering office. FED shall have no obligation to inspect the same, but may, at its option and upon notification to the Customer choose to inspect the installation for the purpose of ensuring that the installation eliminates the possibility of feedback into FED’s electrical system.
* The customer shall not operate a generator in parallel with an FED circuit unless specifically authorized in writing by FED.
* Portable Generators designed only for connection of appliances by means of cords and plugs are intended for isolated operation and shall not be connected directly to the premises wiring, FED’s system, or any part thereof.

FED reserves the right to discontinue service in order to protect its electric system or until the Customer meets all FED, local, state, TVA, and Federal Energy Regulatory Commission requirements. For approved installations, any additional capacity added at a later date must also be approved by FED in advance.

1. **Notice of Trouble**

The Customer shall notify FED immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble or accidents affecting the supply of electricity.

1. **Non-standard Service**

Upon approval by FED, the Customer shall pay the cost of any special installation necessary to meet their requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.

1. **Relocation of Outdoor Electrical Facilities**

FED shall, at the request of the Customer, relocate or change existing FED-owned equipment if practicable. The Customer shall reimburse FED for such changes at actual cost, including appropriate overheads.

1. **Determination of Classification**

The determination of rate classification for electric service shall be as set forth by TVA.

1. **Single-Point Delivery**

The rates named in the schedule of rates applicable for each class of service are based upon the supply of service to the entire premises through a single delivery and metering point, and at a single voltage. Separate supply for the same consumer at other points of consumption, or at a different voltage, shall be separately metered and billed.

1. **Meter Tests**

FED may make periodical tests and inspections of its meters to maintain a high standard of accuracy. FED will make additional tests or inspections of its meters at the request of the Customer. If such tests show that the meter is accurate within two (2) percent high or low, no adjustment will be made to the Customer’s bill and a meter test fee (see Schedule of Fees and Charges) to offset the cost of laboratory testing and costs incidental to removing the old meter and installing a new meter will be paid by the Customer. If the test shows the meter to be more than two (2) percent high or low, an adjustment shall be made to the Customer’s bill over a period of not over thirty (30) days prior to the date of such test, and the cost of making such test will be incurred by FED.

1. **Outdoor Lighting for Individual Customers**

Security lights will be installed in accordance with the provisions of the applicable outdoor lighting rate schedule, a copy of which is available upon request. FED shall reserve the right to remove any light of this type that is an active nuisance to surrounding residents.

1. **Removal of Idle and Unused or De-energized Facilities and Services**

FED shall have the right to remove those electrical facilities and services which have been idle and unused for a period of twelve (12) months or more.

1. **Minimum Requirements for Street Lighting**

The FED will normally install streetlights only at intersections on dedicated streets, maintained by the City of Florence, within the City of Florence city limits. FED will consider requests to install streetlights at locations in the City of Florence city limits other than intersections if the location is more than four hundred (400) feet from an intersection or existing streetlight, if there is an unusual obstruction caused by a curve or hill in the street between intersections, or if other extenuating circumstances necessitate a streetlight at a location for public safety reasons.

1. **Power Factor Correction.**

Power factor correction charges shall be as set forth by TVA.

1. **Rates**

Rates for electrical services shall be as set forth by the TVA and approved by the City of Florence Council.

1. **Power Contract**

FED may require customers to enroll into a Power Contract. The terms of the Power Contract will be stated within the Power Contract itself.

1. **Customer Energy Consumption Data**

Upon request from the Customer, FED will make available to Customers their energy consumption data for the prior 12 months’ period, if available. FED will not provide third parties any Customer’s individually identifiable Customer data collected by FED without the Customer’s authorization. Energy consumption data will be utilized by FED and third parties authorized by FED to enhance system security, reliability, and improve system efficiency. Nothing in this section limits TVA’s rights as provided under the Power Contract.

1. **Dispute**

TVA is FED’s regulatory authority. If the Customer has an issue or complaint that has not been resolved by FED, TVA provides a complaint resolution process by calling the TVA Regulatory Hotline at 1-888-289-8409 or emailing TVA at complaintresolution@tva.gov. Additional information on TVA’s complaint resolution process can be found at www.tva.com/about-tva/complaint-resolution-process.

1. **Conflict**

In case of conflict between any provision of any Schedule of Rates and Charges and the Schedule of Rules and Regulations, the Schedule of Rates and Charges shall apply.

1. **Revisions**

This Schedule of Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time without notice. Such changes, when effective, shall have the same force as the present Rules and Regulations. The Schedule of Fees and Charges that is referenced in this document may be updated from time to time without notice to Customers.

1. **Information to Customers**

This schedule of rules and regulations is a part of all contracts for receiving electric service from FED, and applies to all services received from FED, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this Schedule of Rules and Regulations, together with a copy of FED’s Schedule of Rates and Charges, which was approved in a public City of Florence Council meeting shall be kept open to inspection at the office of the City of Florence, 110 West College Street, Florence Alabama 35630, or found at our website www.florenceal.org. Furthermore, FED will provide information regarding rates, service practice policies, and guidelines to Customers via the website [www.florenceal.org](http://www.florenceal.org/) and information including brochures, print, and social media will also be made available in our offices and online. A Customer will also receive such information upon application for electric service, and at any time upon request. All retail rates actions initiated by the FED will be communicated to the public via the website www.florenceal.org and through advertisements in local newspapers.