

PRE-COUNCIL MEETING OF THE CITY OF TARRANT, ALABAMA

HELD ON MONDAY, DECEMBER 21, 2015

The City Council of the City of Tarrant, Alabama met in regular Pre-council Meeting on Monday, December 21, 2015 at 6:00 p.m. at City Hall.

The purpose of said meeting was to review the Monday, December 21, 2015 agenda of the 7:00 p.m. regularly scheduled City Council Meeting.

The following officials were present:

John T. "Tommy" Bryant	Councilmember
Laura D. Horton	Mayor Pro Tem
Betty S. Middlebrooks	Councilmember
Loxcil B. Tuck	Mayor

The following officials were absent:

Catherine "Cathy" Anderson	Councilmember
Debra M. Matthews	Councilmember

The following department heads and/or representatives were present:

Patrick Coleman
Ken Jones
Lynn Juneau
Chris O'Rear
Chief Dennis Reno
Chief Jason Rickels
Joe Schmitt
Lillian A. Keith

The following department heads and/or representatives was absent:

James Phillips

Also in attendance:

James Vaughn

Mayor Tuck called the meeting to order. General discussion followed.

There being no other business to discuss, the meeting was adjourned. The Pre-council Meeting ended at 6:55 p.m.

READ AND APPROVED THIS THE 4TH DAY OF JANUARY, 2016.

APPROVED:



LOXCIL B. TUCK, MAYOR

ATTEST:


Lillian A. Keith, City Clerk

MINUTES OF THE REGULAR MEETING
OF THE CITY OF TARRANT, ALABAMA
HELD ON MONDAY, DECEMBER 21, 2015

The Honorable City Council of the City of Tarrant, Alabama met in regular session, on the 21st day of December, 2015 at 7:00 p.m. in the City Council Chambers at City Hall.

Mayor Loxcil B. Tuck called the meeting to order. Mayor Tuck requested that Attorney Benjamin S. Goldman open the meeting with prayer. Mayor Tuck asked Chief Jason Rickels to lead the pledge of allegiance.

Lillian A. Keith, City Clerk, called the roll. Upon roll call, the following officials answered present:

John T. "Tommy" Bryant	Councilmember
Laura D. Horton	Mayor Pro Tem
Betty S. Middlebrooks	Councilmember
Loxcil B. Tuck	Mayor

The following official was absent:

Catherine "Cathy" Anderson	Councilmember
Debra M. Matthews	Councilmember

Mayor Tuck stated that the *Annual Christmas Parade* was held on Saturday, December 12, 2015 at 5:30 p.m. Mayor Tuck stated that the Parade was successful.

Mayor Tuck stated that the *Flats of Colebridge* has scheduled a Grand Opening and Ribbon Cutting, on January 15, 2016 at 11:00 a.m.

Mayor Tuck stated that the *Red Rock Trail* (Red Rock Tuesday) would be held at Chief William "Billy" Hewitt Park, on January 5, 2015, from 7:00 a.m. through 8:20 a.m. Mayor Tuck stated that Fox 6 would show case *Tarrant*, on the morning of January 5th. Mayor Tuck explained that J. J. Pruitt would host four segments, on this date. Mayor Tuck invited everyone to meet at the *Park* on the morning of January 5th, to talk with J. J. Pruitt and to walk the trail.

Councilmember Middlebrooks introduced Ordinance No. 1076 as the second reading of said ordinance and read at length:

ORDINANCE NO. 1076

AN ORDINANCE TO REPEAL RESOLUTION NO. 3950, RESOLUTION NO. 4440, RESOLUTION NO. 4754, RESOLUTION NO. 7201, ORDINANCE NO. 1058 AND ORDINANCE 1059 AND AUTHORIZING BY ORDINANCE NO. 1076 THE ESTABLISHMENT AND IMPLEMENTATION OF THE TARRANT ELECTRIC DEPARTMENT SERVICE AND PROCEDURE POLICIES AS IT RELATES TO THE VARIOUS CUSTOMERS OF THE TARRANT ELECTRIC DEPARTMENT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
TARRANT, ALABAMA as follows:

Section 1.

CITY OF TARRANT
ELECTRIC DEPARTMENT

ELECTRIC SERVICE POLICIES AND PROCEDURES

October 1, 2015

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**CITY OF TARRANT ELECTRIC DEPARTMENT
ELECTRIC SERVICE POLICIES AND PROCEDURES**

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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 occupy the premises as their legal residence. However an exemption shall be made for a “Customer” in good standing with the Department in the event that they change their legal residence within the limits of the City of Tarrant and establish an account for electric service with the Department at the new location.

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, if the use of the premises is not in compliance with the Department’s Rules and Regulations on file with the Tennessee Valley Authority (TVA), 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 of Tarrant, Alabama ("the City") to occupy the premises, including the receipt of a Certificate of Occupancy, where applicable.

Section 5 – One-Time Accounting Charge

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. This charge will be collected from each Customer in accordance with the following:

- 1) Customer accounts subject to the "Monthly Billing" terms shall have their accounting charge added to their first month's bill.
- 2) Customer accounts subject to any "FlexPay Billing" terms shall be required to pay this accounting charge at the time of application for service.
- 3) The accounting charge is non-refundable and non-transferable.

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 shall 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.

If by the sole determination of the Department, the deposit amount specified in the Schedule of Deposits and Fees is deemed inadequate to protect the Department's interests, then a Customer's deposit may be determined by using the last twelve (12) months history for the service location. The highest month's electric usage billed amount will be doubled to determine the deposit. The Mayor acting as the General Manager of the Department shall have the authority to authorize this alternative deposit provision.

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Section 6 – Deposit Requirements – continued

Deposit amounts greater than one (1) month's average bill for the applicable rate class and that are held more than twelve (12) months shall accrue interest at the same rate the City of Tarrant Electric Department would earn if the money was placed in an interest bearing savings account. The deposit balance, including earned interest, shall be subject to joint review by the Customer and the City of Tarrant Electric 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.

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 or by written letter to the Department requesting termination and providing a forwarding address.

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Section 7 – Customer Termination of Accounts - continued

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" 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 fees associated with a new service application.
- 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.

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Section 8 - Obligations of the Company

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:

- 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.

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5) **Section 8 - Obligations of the Company - continued**

- 5) Reconnect and/or re-established 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 Tarrant Electric 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) Copies of the Department's **Rules and Regulations** on file with TVA,
 - e) 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.
- 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.

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Section 8 - Obligations of the Company - continued

- 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 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.

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Section 9 – Rules and Regulations Required of Customers – continued

- 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 Tarrant Electric 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 Tarrant Electric 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 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.

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Section 9 – Rules and Regulations Required of Customers - continued

- 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, Nation 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 Department shall have no obligation to inspect the Customer's electrical facilities. Prior to service being established to a facility located within the Department's service territory, or having been disconnected for 60 days or more, the inspecting authority may inspect and approve the facility to assure compliance with the above mentioned codes, as well as all codes or ordinances promulgated by appropriate governmental authorities. All modifications in wiring, including repairs, must also be inspected and approved by such inspecting authority. 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. 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 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,
 - 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:

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Section 10 – Meters - continued

- 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 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

1) Billing Options

- a) Monthly billing will be available to all Customers provided their account is in good standing. Good standing shall exclude any account which:

- i) Has a credit rating as determined by the Central Service Association (CSA) Customer Information System (CIS) of “Poor” or “Very Poor”.
- ii) Has been disconnected for non-payment on two (2) occasions during a twenty-four (24) month period.
- iii) Has a delinquent bill amount including any applicable fees or charges, in excess of the Customer’s deposit.

- b) Prepaid billing will be available on both a voluntary and mandatory basis subject to the following conditions:

- i) Voluntary – Available to any existing Customer whose account is in good standing and who wishes to participate in the FlexPay program. See the **Schedule of Deposits and Fees** for details.

- ii) Voluntary – Available to any new Customer who wishes to participate in the FlexPay program. See the **Schedule of Deposits and Fees** for details.

- iii) Mandatory – Any Customer account which has a credit rating as determined by the Central Service Association (CSA) Customer Information System (CIS) of “Poor” or “Very Poor”.

- iv) Mandatory – Any Customer account which has been disconnected for non-payment on two (2) occasions during a twenty-four (24) month period shall be deemed a FlexPay account. See the **Schedule of Deposits and Fees** for details.

- v) Mandatory – Any Customer account which has been subject to meter tampering, electric theft, current diversion or vandalism to the Department’s equipment shall be deemed a FlexPay account. See the **Schedule of Deposits and Fees** for details.

- vi) In order for a Customer account to be eligible for FlexPay billing, Automated Metering Infrastructure equipment must be available and installed at the Customer’s location.

2) Schedule – Monthly Billing

- a) 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.
- b) 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.

CITY OF TARRANT ELECTRIC DEPARTMENT
ELECTRIC SERVICE POLICIES AND PROCEDURES

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Section 11 – Billing - continued

- c) After the 5th of each month, a Final Disconnection Notice as contained in Appendix G 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.
- d) 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.
- e) 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.
- 3) Notice of the Department's intention to discontinue service as required in Section 11, Subsection 2), Item c) 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.
- 4) All 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 17th day of the month without further notification to the Customer. See the Schedule of Deposits and Fees for details. If the 17th day of the month falls on a non-business day for the City of Tarrant Electric Department, the disconnection of delinquent accounts will be delayed until the next business day.
- 5) Remote "arming" of an AMI Meter during regular business hours as the means of reconnecting electric service is not subject to a "reconnection" fee.
- 6) Payments –Monthly Billing
 - a) Monthly bill payments will be accepted 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.ill payments will be accepted by delivery from the USPS, UPS, FedEx or other courier at the office of the Tarrant Electric Department located in the Tarrant City Hall during regular business hours. The street address is 1604 Pinson Valley Parkway, Tarrant, Alabama 35217.

CITY OF TARRANT ELECTRIC DEPARTMENT
ELECTRIC SERVICE POLICIES AND PROCEDURES

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Section 11 – Billing - continued

- b) 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 NexBillPay transaction charge for this service.
 - i) 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.
 - ii) 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.
 - iii) 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.
- 7) 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:
 - i) The Customer account billing will become a FlexPay account and subject to the applicable terms and conditions of a mandatory FlexPay status, or
 - ii) Alternatively for non-AMI metered Customer accounts, the Customer's deposit amount can be doubled and such additional deposit must be placed on account with the Department prior to reconnection of electric service.

CITY OF TARRANT ELECTRIC DEPARTMENT
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Section 11 – Billing - continued

- 8) During periods of extreme weather conditions, disconnection of delinquent monthly billed Customer 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).
- 9) FlexPay Account - Voluntary – Existing Customer
- a) Customer will be required to complete the FlexPay Program Application.
 - b) Customer's account will be converted from a "Monthly Billing" to "FlexPay" account 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.
 - c) Customer 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:
 - i) 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.
 - ii) The balance of the refunded amount shall be applied to the FlexPay account.
 - iii) 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.
 - d) 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.
 - e) FlexPay accounts will not receive a monthly billing statement. However Customer's 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.
 - f) Customer may apply monies to the FlexPay account balance as follows:
 - i) Additional monies will be accepted 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.

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Section 11 – Billing - continued

- ii) Additional monies will be accepted by delivery from the USPS, UPS, FedEx or other courier at the office of the Department located in the Tarrant City Hall during regular business hours. The street address is 1604 Pinson Valley Parkway, Tarrant, Alabama 35217.
 - iii) 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).
 - g) Customer will receive notice of the need to apply additional monies to their FlexPay account balance whenever the remaining balance reaches twenty dollars (\$20.00) or any amount set by the Customer between fifteen dollars (\$15.00) and forty dollars (\$40.00). Notification will be by the method chosen by the Customer to receive notice(s) in when enrolling in the FlexPay program. See the Schedule of Deposits and Fees for details.
 - h) 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.
 - i) Automatic "disconnection", "arming" or "reconnection" of an AMI Meter are not subject to a reconnection fee.
 - j) During periods of extreme weather conditions, disconnection of depleted FlexPay 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).
 - k) Disconnected FlexPay accounts will be subject to automatic "arming" of the AMI meter as the means of reconnection of electric service immediately upon replenishing the account balance to an amount greater than or equal to twenty dollars (\$20.00). Automatic arming of an AMI Meter for reconnection and remote arming of an AMI Meter during regular business hours are not subject to a "reconnection" fee.
- 10) FlexPay Account - Voluntary – New Customer
- a) Customer will be required to complete the FlexPay Program Application.
 - b) When available, Customer will be able to access the Customer's current FlexPay account balance and usage information on-line 24 hours per day.

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October 1, 2015

Section 11 – Billing - continued

- c) FlexPay accounts will not receive a monthly billing statement. However Customer's 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. See the Schedule of Deposits and Fees. For details.
- d) Customer may apply monies to the FlexPay account balance as follows:
 - i) Additional monies will be accepted at the office of the Tarrant Electric Department located in Tarrant City Hall during regular business hours. The street address is 1604 Pinson Valley Parkway, Tarrant, Alabama 35217.
 - ii) Additional monies will be accepted by delivery from the USPS, UPS, FedEx or other courier at the office of the Tarrant Electric Department located in the Tarrant City Hall during regular business hours. The street address is 1604 Pinson Valley Parkway, Tarrant, Alabama 35217.
 - iii) 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).
- e) FlexPay accounts will not receive a monthly billing statement. However Customer's 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.
- f) Customer may apply monies to the FlexPay account balance as follows:
 - i) Additional monies will be accepted 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.
 - ii) Additional monies will be accepted by delivery from the USPS, UPS, FedEx or other courier at the office of the Department located in the Tarrant City Hall during regular business hours. The street address is 1604 Pinson Valley Parkway, Tarrant, Alabama 35217.
 - iii) 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).
- g) Customer will receive notice of the need to apply additional monies to their FlexPay account balance whenever the remaining balance reaches twenty dollars (\$20.00) or any amount set by the Customer between fifteen dollars (\$15.00) and forty dollars (\$40.00). Notification will be by the method chosen by the Customer to receive notice(s) in Item 4.e. of this section. See the Schedule of Deposits and Fees for details.

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October 1, 2015

Section 11 – Billing - continued

- h) 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.
- i) Automatic "disconnection", "arming" or "reconnection" of an AMI Meter are not subject to a reconnection fee.
- j) During periods of extreme weather conditions, disconnection of depleted FlexPay account 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).
- k) Disconnected FlexPay accounts will be subject to automatic "arming" of the AMI meter as the means of reconnection of electric service immediately upon replenishing the account balance to an amount greater than or equal to twenty dollars (\$20.00). Automatic arming of an AMI Meter for reconnection and remote arming of an AMI Meter during regular business hours are not subject to a "reconnection" fee.

11) FlexPay Account - Mandatory

- a) Customer will be required to complete the **FlexPay Program Application**.
- b) Customer's account will be converted from a "Monthly Billing" to "FlexPay" account immediately upon being deemed a "Mandatory FlexPay Account" per Section 11), Subsection 1), item b).
- c) Customer 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:
 - i) The refunded amount shall be reduced by the amount of the monies due the Department including but not limited to charges for electric usage, applicable fees, etc. See the **Schedule of Deposits and Fees** for details.
 - ii) The balance of the refunded amount shall be applied to the FlexPay account.
 - iii) In the event that the amount of the monies due the Department is greater than the deposit refund amount, then the Customer shall be responsible to pay the balance due and to provide the required FlexPay deposit in accordance with one of the following:
 - a. Rendering full payment of the total amount of monies due the Department, or

CITY OF TARRANT ELECTRIC DEPARTMENT
ELECTRIC SERVICE POLICIES AND PROCEDURES

October 1, 2015

Section 11 – Billing - continued

- b. Rendering a partial payment in accordance with the amounts specified in the **Debt Recovery Schedule** contained in **Appendix E** of these **Policies and Procedures**.
- c. Sixty percent (60%) of any monies deposited to the FlexPay account balance will be applied to the FlexPay account balance, and forty (40%) of the additional monies will be applied to monies due the Department.
- iv) Service will not be reestablished until or continued unless the required FlexPay deposit requirements have been satisfied and either of the following payments have been posted to the Customer's FlexPay account:
 - a. Full payment of the total amount of monies due the department plus \$20.00 towards FlexPay service, or
 - b. The full amount of the partial payment as required by the **Debt Recovery Schedule** contained in **Appendix E** of these Policies and Procedures.
- d) When available, Customer will be able to access the Customer's current FlexPay account balance and usage information on-line 24 hours per day.
- e) FlexPay accounts will not receive a monthly billing statement. However Customer's 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.
- f) Customer may apply monies to the FlexPay account balance as follows:
 - i) Additional monies will be accepted 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.
 - ii) Additional monies will be accepted by delivery from the USPS, UPS, FedEx or other courier at the office of the Department located in the Tarrant City Hall during regular business hours. The street address is 1604 Pinson Valley Parkway, Tarrant, Alabama 35217.
 - iii) 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).
- g) Customer will receive notice of the need to apply additional monies to their FlexPay account balance whenever the remaining balance reaches twenty dollars (\$20.00) or any amount set by the Customer between fifteen dollars (\$15.00) and forty dollars (\$40.00). Notification will be by the method chosen by the Customer to receive notice(s) in Item 4.e. of this section. See the **Schedule of Deposits and Fees** for details.

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ELECTRIC SERVICE POLICIES AND PROCEDURES

October 1, 2015

Section 11 – Billing - continued

- h) 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 without any further notice.
- i) Automatic "disconnection", "arming" or "reconnection" of an AMI Meter are not subject to a reconnection fee.
- j) During periods of extreme weather conditions, disconnection of depleted FlexPay 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).
- k) Disconnected FlexPay accounts will be subject to automatic "arming" of the AMI meter as the means of reconnection of electric service immediately upon replenishing the account balance to an amount greater than or equal to twenty dollars (\$20.00). Automatic arming of an AMI Meter for reconnection and remote arming of an AMI Meter during regular business hours are not subject to a "reconnection" fee.

Section 12 – Termination of Accounts Due to Inactivity

Any monthly billing or pre-pay 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.

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Section 12 – Termination of Accounts 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:

- 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 13 – Special Needs

The Department will, upon notification by the Customer, maintain a record of special conditions such as the use of life support equipment, physical or mental disability, or age which might require that special efforts be made to contact the Customer prior to termination of service other than when termination of service is requested by the Customer.

The Department will accommodate Customers with special needs subject to the following:

- 1) It is the responsibility of the Customer to notify the Tarrant Electric Department regarding existing conditions that might require special consideration prior to the termination of service, other than where 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, subject to the availability of the Automated Metering Infrastructure (AMI), will temporarily limit the amount of electric current made available to the Customer scheduled for disconnection of their electric service, other than where termination of service is requested by the Customer and where a medical emergency exists in the Customer's household. The amount of current supplied will be sufficient to provide basic life support only. Should the Customer's electrical demand exceed the threshold of the limit then:
 - a) The Customer's electric service will temporarily be disrupted as a means of notifying the Customer they are exceeding the threshold, and

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Section 13 – Special Needs - continued

- b) Repeated occurrences of exceeding the threshold of the limit will result in disconnection of the Customer's electric service automatically by the AMI meter, and
 - c) Duration of the demand limitations shall be a for a period sufficient to relocate the person(s) within the Customer's household constituting the medical emergency, but the length of time demand limiting will not exceed 30 days. There shall be no more than one (1) medical emergency extension within a 36 month period.
- 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 under the following conditions:
- a) AMI Metering is not available to the customer's location, and
 - b) 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, but the length of time the temporary postponement is made available to the Customer will not exceed 30 days. There shall be no more than one (1) medical emergency extension within a 36 month period.
- 4) The Department may require a certified statement from a licensed physician or licensed psychiatrist in the State of Alabama stating that termination of service will aggravate an existing medical emergency. The certified statement, if required, 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. The Customer must submitted a completed **Medical Emergency Extension** form as contained in **Appendix F** of these **Policies and Procedures** to certify the existence of any Medical Emergency.
- 5) 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 Special Needs where the account would otherwise be disconnected under the **Policies and Procedures**. A medical emergency extension includes those instances where, pursuant to this Section and where available, demand limitations are employed. If granted, a medical emergency extension shall not exceed thirty (30) consecutive days. There shall be no more than one (1) medical emergency extension granted per account within a thirty-six (36) month period.

Section 14 – Insufficient Funds

An Insufficient Fund 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.

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Section 14 – Insufficient Funds - continued

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 15 – 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.

Section 16 – 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 Company 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**.
 - 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

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Appendix A

SCHEDULE OF DEPOSITS AND FEES	
NEW ACCOUNT – ONE-TIME ACCOUNTING CHARGE	\$40.00
DEPOSITS:	
RESIDENTIAL – MONTHLY BILLING	
1 - 12 MONTHS OF SERVICE ¹	\$300.00
12+ MONTHS OF CONTINUOUS SERVICE ²	\$140.00
RESIDENTIAL – FLEXPAY BILLING	\$75.00
COMMERCIAL CUSTOMER – MONTHLY BILLING	
1 – 12 MONTHS OF SERVICE ¹³	\$400.00
12+ MONTHS OF CONTINUOUS SERVICE ¹⁴	\$200.00
COMMERCIAL CUSTOMERS – FLEXPAY BILLING	\$75.00
CONTRACTOR/REAL ESTATE/PROPERTY MANAGEMENT COMPANY OR AGENCY – MONTHLY BILLING (\$50.00 NON-REFUNDABLE) ³	\$200.00 MINIMUM
CONTRACTOR/REAL ESTATE/PROPERTY MANAGEMENT COMPANY OR AGENCY – FLEXPAY BILLING (\$50.00 NON-REFUNDABLE) ¹⁷	\$100.00 MINIMUM
NEXTBILLPAY ON-LINE PAYMENT FEE ⁴	
e-CHECK (\$0.00 to \$1,000.00) ⁵	\$2.50
CREDIT CARD / DEBIT CARD ⁶	
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 Deposit amount is based on two (2) times the highest monthly billing for the applicable rate class as determined by the Customer Service Association (CSA) Customer Information System (CIS) billing history.

² Deposit amount is less than the average monthly billing for the applicable rate class as determined by the Customer Service Association (CSA) Customer Information System (CIS) billing history and shall not accrue any interest.

³ Applies to unoccupied premises where a contractor, real estate company/agency or property management company/agency has applied for electric service in their name for maintenance, construction, etc. activities.

⁴ Fees are set by NEXTBILLPAY and are passed directly to the Customer by the Department.

⁵ eCheck Transaction Limit = \$2,000.00.

⁶ Credit Card / Debit Card Transaction Limit = \$5,000.00.

CITY OF TARRANT ELECTRIC DEPARTMENT
ELECTRIC SERVICE POLICIES AND PROCEDURES

October 1, 2015

Appendix A - continued

SCHEDULE OF DEPOSITS AND FEES		
FINAL DISCONNECTION NOTICE PROCESSING FEE		\$5.00 ⁷
PRE-PAY PROGRAM PARTICIPATION FEE		\$7.00 MONTHLY
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
RECONNECTION FEES ⁸ :		
SINGLE PHASE CUSTOMERS ⁹ :		
DURING REGULAR BUSINESS HOURS		\$ 75.00
AFTER HOUR, WEEKENDS OR HOLIDAYS		\$150.00
THREE PHASE CUSTOMERS:		
DURING REGULAR BUSINESS HOURS		\$ 75.00
AFTER HOUR, WEEKENDS OR HOLIDAYS		\$150.00
UNNECESSARY SERVICE CALL TO LOCATION		\$95.00 MINIMUM ¹⁰
INSUFFICIENT FUNDS FEE		\$30.00

⁷ Final Disconnection Notice processing fee will be added to the next month's billing for the customer's account.
⁸ Reconnection fees are applied to cover the Electric Department's expenses incurred when dispatching the necessary personnel to physically disconnect or reconnect a service resulting from account delinquency or non-payment of monies due.
⁹ Reconnection fees do not apply to AMI Metered Accounts where both the disconnection and subsequent arming for reconnection was facilitated either automatically or remotely during regular business hours.
¹⁰ Department reserves the right to bill customer for the actual expenses incurred inclusive of all man-power, equipment, materials and overhead costs.

CITY OF TARRANT ELECTRIC DEPARTMENT
ELECTRIC SERVICE POLICIES AND PROCEDURES

October 1, 2015

Appendix B

City of Tarrant Electric Department
Application for Electric Service

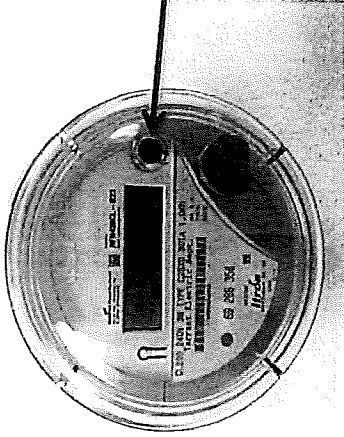
Service Address: _____		Application Type: (Check All that Apply) ☐ New Service ☐ Billing Change ☐ Lighting	
Customer Information			
Name: Last _____ First _____ Or _____ Middle _____			
Business Name: _____ Contact: _____			
Mailing Address: _____ City: _____ State _____ Zip _____			
Telephone: Home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

CITY OF TARRANT ELECTRIC DEPARTMENT
ELECTRIC SERVICE POLICIES AND PROCEDURES

October 1, 2015

Appendix B - continued

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: _____
IMPORTANT NOTICE - RESIDENTIAL CUSTOMERS & SINGLE PHASE SMALL COMMERCIAL CUSTOMERS	
As a new safety benefit for our customers, beginning on June 1, 2014, if your electric service is remotely disconnected, the Tarrant Electric Department will not reconnect electric service until you push a button on the front of your meter to confirm that you are ready for power to be re-established. This will prevent power from coming back on before you have checked to make sure that any unwanted appliances, devices, or other items have been turned off. Once the account is ready for reconnection and all financial obligations have been satisfied, the Tarrant Electric Department will send a signal to the meter, and when you are ready, push the button shown below on the front of the meter and power will be restored. Please note that pushing the "ready" button on a meter that has been disconnected by the Electric Department will not reconnect the electric service until the Electric Department sends a signal authorizing power to be restored.	
 READY SWITCH BUTTON - MUST BE PUSHED TO RECONNECT ELECTRIC SERVICE AFTER REMOTE DISCONNECTION	

CITY OF TARRANT ELECTRIC DEPARTMENT
ELECTRIC SERVICE POLICIES AND PROCEDURES

October 1, 2015

Appendix C

City of Tarrant Electric Department
Request for Deposit Statement

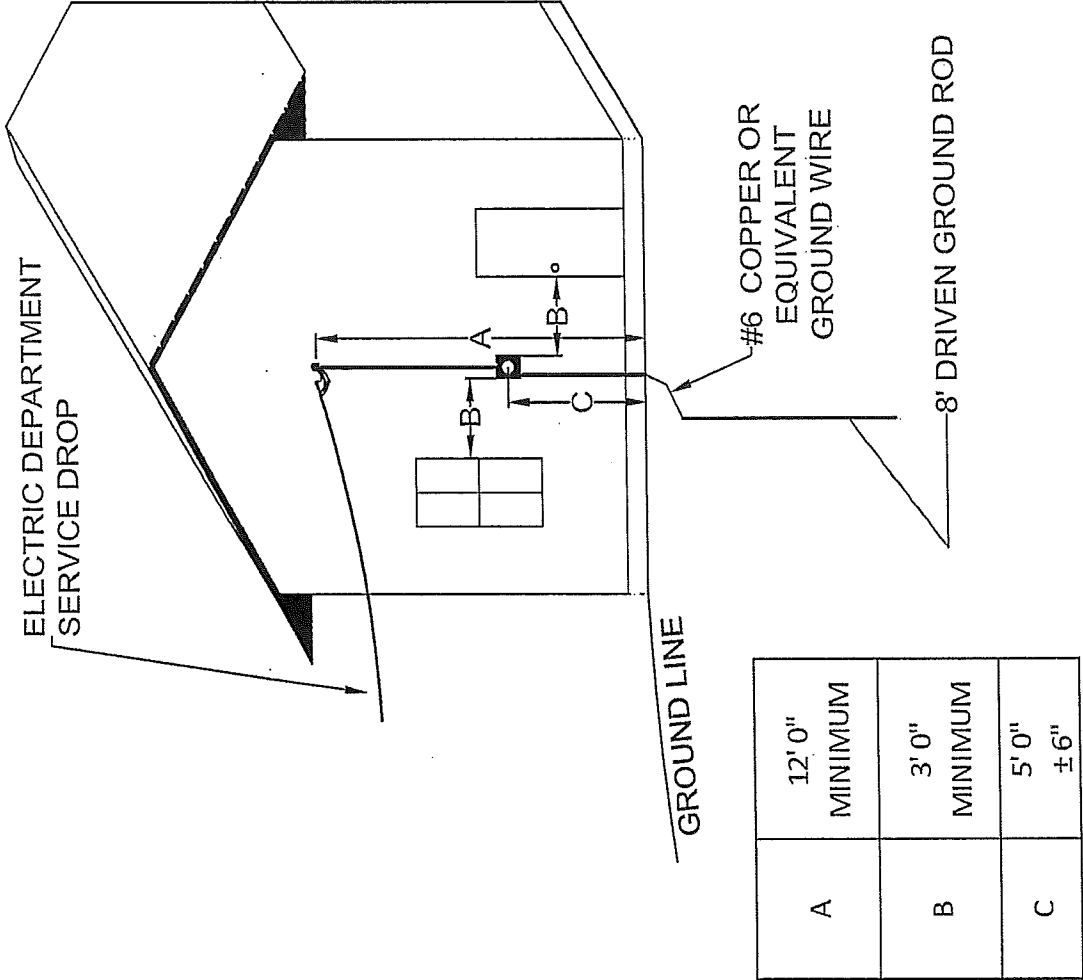
Service Address: _____		Account Number: _____	
Customer Information			
Name: Last _____ First _____ Middle _____		Or _____	
Business Name: _____		Contact: _____	
Mailing Address: _____		City: _____ State _____ Zip _____	
Telephone: Home (____) _____ - _____		Work (____) _____ - _____ Mobile (____) _____	
E-mail: _____			
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.			
Customer Signature: _____		Date: _____	
I prefer to receive the deposit statement by: ☐ US Mail ☐ E-mail		Do you wish to schedule an appointment to discuss this deposit statement in person? ☐ Yes ☐ No	
Office Use Only			
Date Request Received: _____		Request Received By: _____	
Date Provided to Customer: _____		Method of Communication: ☐ In-Person	
Provided to Customer By: _____		☐ US Mail	
		☐ E-mail	
ATTACH A COPY OF THE DEPOSIT STATEMENT PROVIDED TO THE CUSTOMER TO THIS COMPLETED REQUEST FORM.			

October 1, 2015

Appendix D

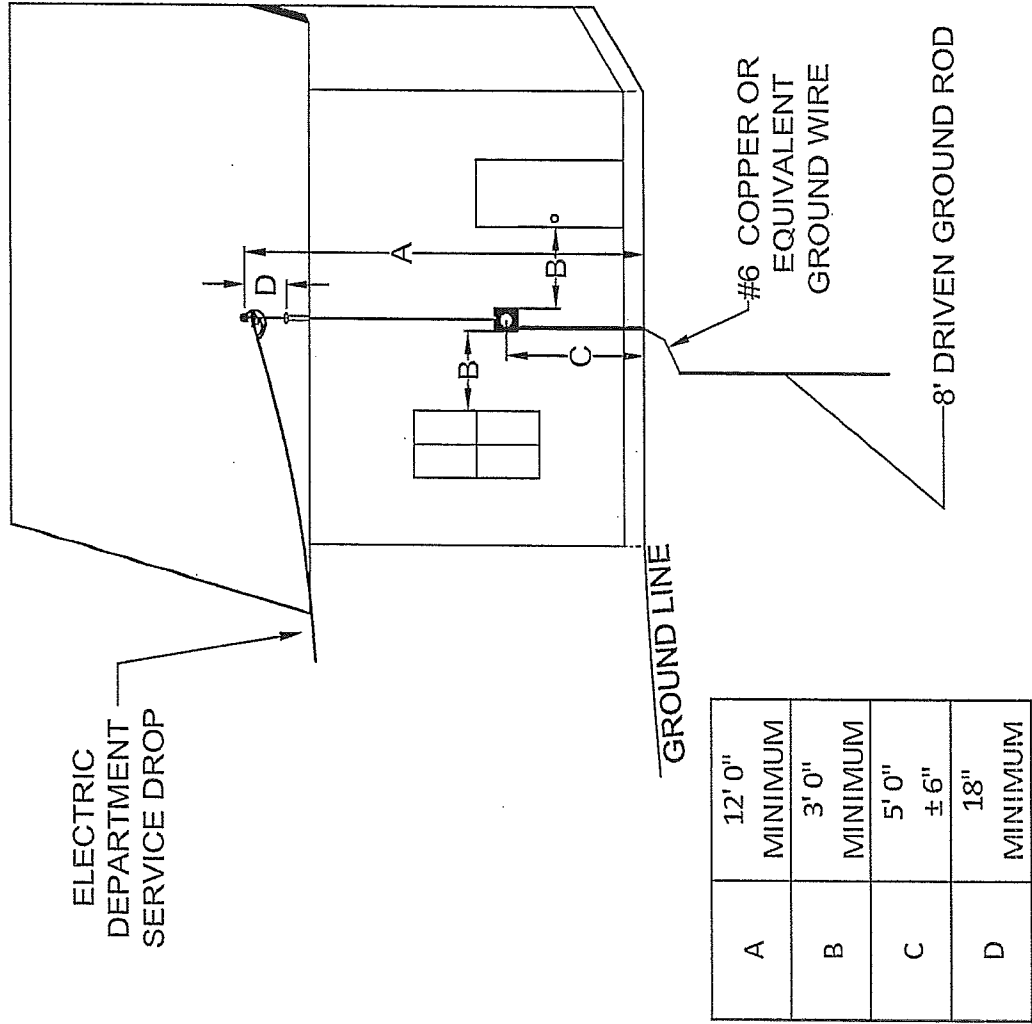
SINGLE PHASE 3-WIRE 120/240 VOLT SERVICE

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

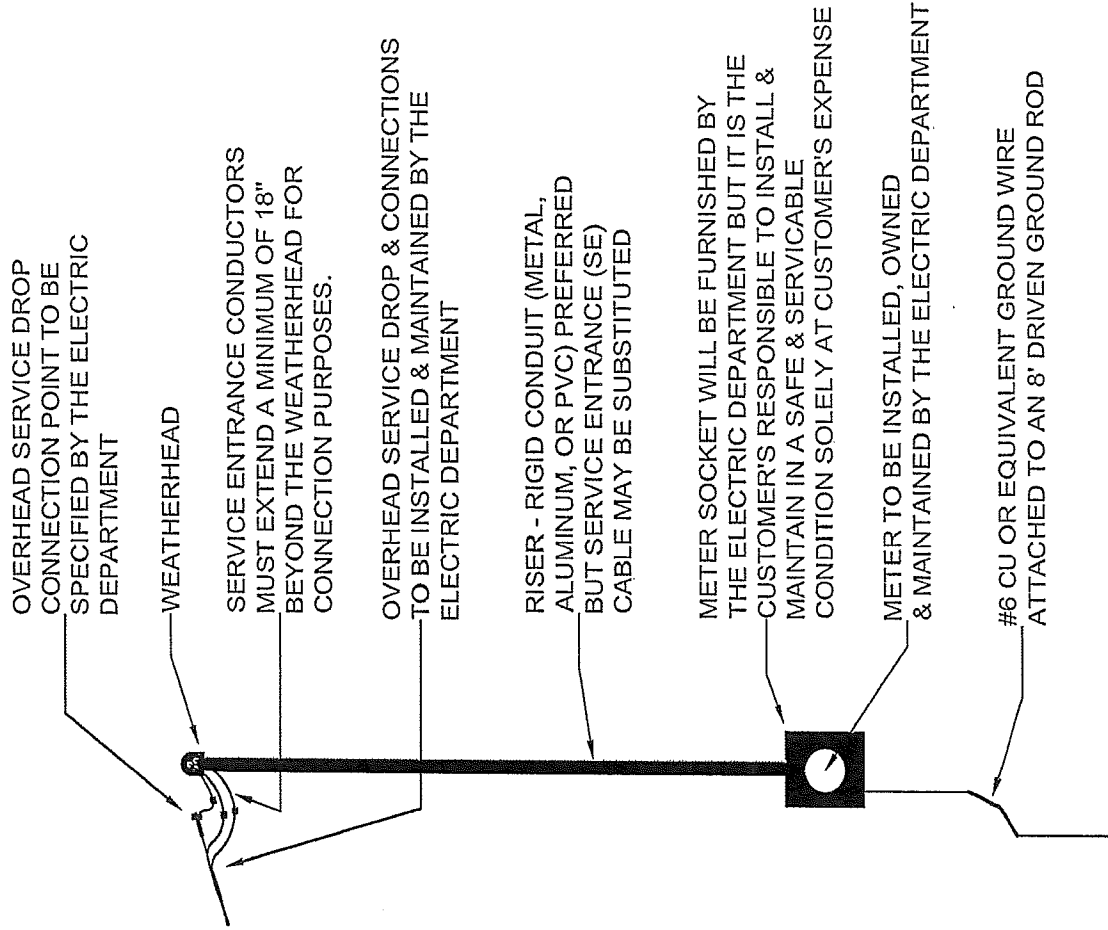
CUSTOMER SERVICE ENTRANCE SUBJECT TO ALL REQUIREMENTS OF THE CURRENT NATIONAL ELECTRIC CODE (NEC) AS WELL AS ALL STATE & LOCAL BUILDING CODES, LAWS, ORDINANCES OR REGULATIONS AS DETERMINED BY THE CITY OF TARRANT BUILDING INSPECTION DEPARTMENT



October 1, 2015

Appendix D – continued

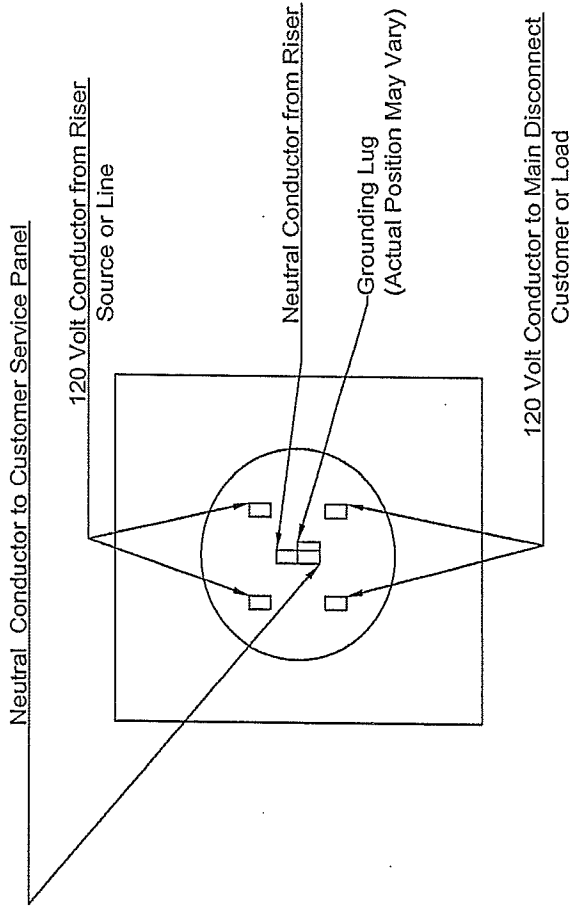
SINGLE PHASE 3-WIRE 120/240 VOLT SERVICE



October 1, 2015

Appendix D – continued

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.

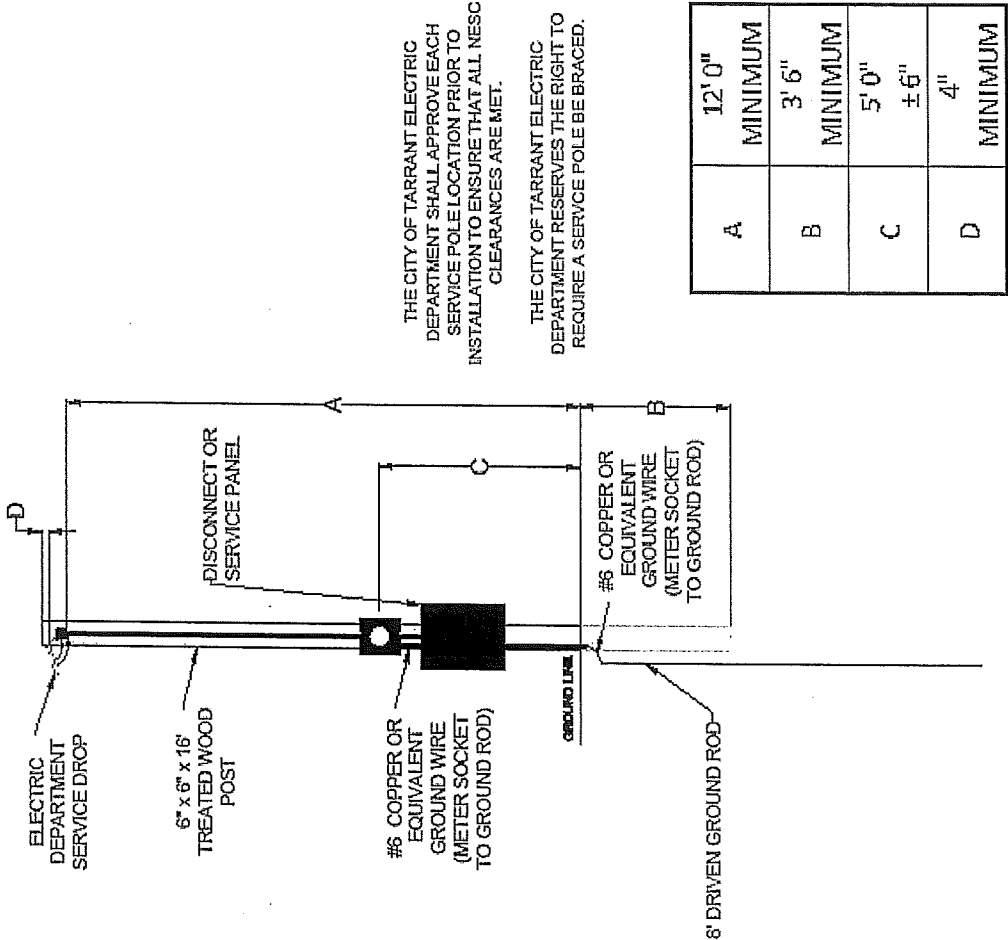
CITY OF TARRANT ELECTRIC DEPARTMENT
ELECTRIC SERVICE POLICIES AND PROCEDURES

October 1, 2015

Appendix D -- continued

SERVICE POLE INSTALLATION

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



CITY OF TARRANT ELECTRIC DEPARTMENT
ELECTRIC SERVICE POLICIES AND PROCEDURES

October 1, 2015

Appendix E

CUSTOMER UNPAID BALANCE (\$)	60%/40% DEBT RECOVERY					ESTIMATED DEBT RECOVERY PERIOD (MONTHS) ¹
	INITIAL PAYMENT					
	MINIMUM PAYMENT AMOUNT (\$)	AMOUNT OF DEBT RECOVERED (\$)	CUSTOMER ACCOUNT BALANCE (\$)	AMOUNT OF DEBT RECOVERED (%)		
0.01 - 50.00	50.00	20.00	30.00	40.0%	0.3	
50.01 - 100.00				20.0%	0.8	
100.01 - 150.00				13.3%	1.3	
150.01 - 200.00				10.0%	1.8	
200.01 - 250.00				8.0%	2.3	
250.01 - 300.00	100.00	40.00	60.00	13.3%	2.6	
300.01 - 350.00				11.4%	3.1	
350.01 - 400.00				10.0%	3.6	
400.01 - 450.00				8.9%	4.1	
450.01 - 500.00				8.0%	4.6	
500.01 - 550.00	150.00	60.00	90.00	10.9%	4.9	
550.01 - 600.00				10.0%	5.4	
600.01 - 650.00				9.2%	5.9	
650.01 - 700.00				8.6%	6.4	
700.01 - 750.00				8.0%	6.9	
750.01 - 800.00	200.00	80.00	120.00	10.0%	7.2	
800.01 - 850.00				9.4%	7.7	
850.01 - 900.00				8.9%	8.2	
900.01 - 950.00				8.4%	8.7	
950.01 - 1,000.00				8.0%	9.2	
1,000.01 - 1,050.00				7.6%	9.7	
1,050.01 - 1,100.00				7.3%	10.2	
1,100.01 - 1,150.00				7.0%	10.7	
1,150.01 - 1,200.00				6.7%	11.2	
1,200.01 - 1,250.00				6.4%	11.7	
1,250.01 - 1,300.00				6.2%	12.2	
1,300.01 - 1,350.00				5.9%	12.7	
1,350.01 - 1,400.00				5.7%	13.2	
1,400.01 - 1,450.00				5.5%	13.7	

CITY OF TARRANT ELECTRIC DEPARTMENT
ELECTRIC SERVICE POLICIES AND PROCEDURES

October 1, 2015

Appendix E - continued

60%/40% DEBT RECOVERY						
CUSTOMER UNPAID BALANCE (\$)	INITIAL PAYMENT				ESTIMATED DEBT RECOVERY PERIOD (MONTHS) ¹	
	MINIMUM PAYMENT AMOUNT (\$)	AMOUNT OF DEBT RECOVERED (\$)	CUSTOMER ACCOUNT BALANCE (\$)	AMOUNT OF DEBT RECOVERED (%)		
	1,450.01 - 1,500.00	80.00	120.00	5.3%		14.2
	1,500.01 - 1,550.00			5.2%		14.7
	1,550.01 - 1,600.00			5.0%		15.2
	1,600.01 - 1,650.00			4.8%		15.7
	1,650.01 - 1,700.00			4.7%		16.2
	1,700.01 - 1,750.00			4.6%		16.7
	1,750.01 - 1,800.00			4.4%		17.2
	1,800.01 - 1,850.00			4.3%		17.7
	1,850.01 - 1,900.00			4.2%		18.2
	1,900.01 - 1,950.00			4.1%		18.7
	1,950.01 - 2,000.00			4.0%		19.2

¹ Debt Recovery Period calculations assume an average Customer billing for electric usage of \$150.00 per month and the required Customer FlexPay payments equal to \$250.00 per month to satisfy the debt recovery amount of 40%.

CITY OF TARRANT ELECTRIC DEPARTMENT
ELECTRIC SERVICE POLICIES AND PROCEDURES

October 1, 2015

Appendix F

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 #:
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.		
Customer's Signature:		Date:
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.		
Patient's or Legal Guardian's Signature:		Date:
MEDICAL AUTHORITY		
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 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		
Application Received	DATE	NAME
KW Load Limit Calculation =		
Exemption Approved		
Expiration of Medical Emergency Extension (30 days from Approval Date)		
KW Load Limit Activated		
Medical Emergency Extension Removed from Account		

Appendix G

11

[illegible]

FINAL DISCONNECTION NOTICE

Delinquent accounts will be disconnected on 11/20 or on the next scheduled business day if this date falls on a holiday observed by the City of Tarrant or weekend. If service is discontinued, full payment of the outstanding balance along with any applicable reconnection fees will be required prior to electric service being restored at this service address.

1 Reconnection fees will be waived for single phase customers whose account is metered with AMI metering which allowed both the disconnection and arming of the meter to be completed remotely during regular business hours only.	\$150.00
--	----------

If you feel the information contained in this notice is incorrect, please contact the City of Tarrant Electric Department Billing Office located at 1604 Pinson Valley Parkway, by mail at PO Box 170220, Tarrant, AL 35217; by telephone at (205) 841-1721 to resolve any disputed amounts.

PLEASE DETACH AND RETURN LOWER PORTION TO SPANGLER MAIL

11

CUSTOMER ACCOUNT NUMBER:	
DELINQUENT AMOUNT DUE:	
BILLING DATE:	
FINAL NOTICE DATE:	
DISCONNECTION DATE:	

TARRANT ELECTRIC DEPARTMENT
P.O. BOX 170220
Tarrant, AL 35217-0220

0000000034279000004000000400060

Section 2. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinance of the City of Tarrant as an addition thereto, and shall be appropriately renumbered as necessary to conform to the uniform numbering system of the Code.

Section 3. That this Ordinance shall be effective when published by posting the same as required by law and upon its adoption.

Section 4. All ordinances, resolutions or portions thereof, which are inconsistent with the foregoing ordinance, are hereby repealed. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

ADOPTED AND APPROVED this 21st day of December, 2015.

APPROVED: _____
Loxcil B. Tuck, Mayor

ATTEST: _____
Lillian A. Keith, City Clerk

Whereupon, Councilmember Middlebrooks moved that said Ordinance Number 1076, be finally passed and adopted as introduced. Said motion was seconded by Councilmember Bryant.

Mayor Tuck asked if there was anyone else who wished to speak. Mayor Tuck put the question of final passage and the adoption of Ordinance Number 1076 to the vote of the council, and upon call of the roll the vote thereon was as follows:

AYES: Councilmembers Bryant, Horton, Middlebrooks and Mayor Tuck
NAYS: None
ABSENT: Councilmember Anderson and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Ordinance Number 1076 duly and legally adopted. Councilmember Middlebrooks stated that the Ordinance would be available in the front office, for those who wished to view the document.

Mayor Pro Tem Horton introduced and moved for the adoption of the following proposed resolution:

RESOLUTION NO. 8173

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama while in regular session on Monday, December 21, 2015 at 7:00 p.m. as follows:

Section 1. Having previously confirmed the applicable reports of costs on weed abatement, the City of Tarrant (“City”) elected to exercise its option to have the attached weed liens enforced under the authority of Section 11-67-66 of the *Code of Alabama* (1975), and the City Council did direct the City

Clerk to give a copy of the attached weed liens to the Jefferson County Tax Collector, who, under the “Optional Method of Taxation,” is charged with the collection of the municipal taxes pursuant to Article 1, Division 2, Chapter 51, of Title 11 of the *Code of Alabama* (1975). Thereafter, pursuant to Section 11-67-66 of the *Code of Alabama* (1975), “It shall be the duty of the [Jefferson County Tax Collector] to add the costs of the respective weed liens to the next regular bills for taxes levied against the respective lots and parcels of land subject to a weed lien, and thereafter, the costs shall be collected at the same time and in the same manner as ordinary municipal ad valorem taxes are collected, and shall be subject to the same penalties and the same procedure under foreclosure and sale in case of delinquency; provided, however, that if the foreclosure and sale is the result of a delinquency caused by a weed lien, the municipality shall reimburse the county tax collector or revenue commissioner for all costs associated with the foreclosure and sale unless the costs are collected at the time of sale as part of the sale.”

Section 2. That said Resolution Number 5850 adopted July 18, 2005 and Resolution Number 5592 adopted August 16, 2004, regarding said property located at 1224 East Lake Boulevard, Tarrant, Alabama, Parcel I.D. No. 23-00-05-4-016-012.000-RR-00 are hereby amended,

Section 3. Said resolutions shall be amended, as said assessments for Resolution Number 5805 in the amount of \$500.00 and Resolution Number 5592 in the amount of \$1,000.00 have been paid in full, to the City of Tarrant, Alabama,

Section 4. A copy of this resolution shall be forwarded to the current owner of said property, office of the Jefferson County Tax Collector and to the Judge of Probate.

ADOPTED this the 21st day of December, 2015,

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8173 was seconded by Councilmember Bryant, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Bryant, Horton, Middlebrooks, and
Mayor Tuck

NAYS: None

ABSENT: Councilmembers Anderson and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8173 duly and legally adopted.

Mayor Tuck stated that the next item on the agenda would be a public hearing, for consideration of a proposed cost assessment, due to a grass and weed violation. Mayor Tuck therefore opened the public hearing, for the following property:

<u>Street #</u>	<u>Street Name</u>	<u>City & State</u>	<u>Zip Code</u>	<u>Parcel I.D. Number</u>	<u>Cost</u>
1813	Virginia Street	Tarrant, AL	35217	23-00-05-4-005-006.000-RR-00	\$500.00

Mayor Tuck asked if there was anyone present who wish to speak, in regards to this property.

Mayor Tuck closed the public hearing, as no one requested to speak.

Mayor Pro Tem Horton introduced and moved for the adoption of the following proposed resolution:

RESOLUTION NO. 8174

A RESOLUTION OF THE CITY OF TARRANT PURSUANT TO ORDINANCE NO. 1017, OF THE CITY OF TARRANT, ALABAMA, ILLUSTRATING THE ACTUAL ASSESSMENT AMOUNTS FOR THE PROPERTIES ABATED BY THE PUBLIC WORKS DEPARTMENT FOR WEEDS AND OVERGROWN VEGETATION

WHEREAS, an abundance of weeds and overgrown vegetation provide favorable conditions for the harboring of mosquitoes and other insects of like kind, and do otherwise have a negative impact on the health and safety of the citizens of Tarrant; and

WHEREAS, Ordinance Number 1017 of the City of Tarrant was designed to deter and provide for the abatement of weeds and overgrown vegetation; and

WHEREAS, on November 16, 2015, a public hearing was held before the City Council of Tarrant, Alabama, regarding alleged nuisances on several properties in the City of Tarrant for reason of overgrown grass, weeds, and/or other voluntary or spontaneous growth; and

WHEREAS, by Resolution No. 8165, the City Council determined that certain properties located in the City of Tarrant were nuisances by reason of overgrown grass, weeds, and/or other voluntary or spontaneous growth of a height of over twelve (12) inches located thereon; and

WHEREAS, the City Council of the City of Tarrant, Alabama determined that said nuisances should be abated as provided for, and as indicated by the noted ordinance and by adopting Resolution Number 8165 on the 16th day of November, 2015, authorizing the abatement of said nuisances; and

WHEREAS, the nuisances were abated as ordered by the City Council; and

WHEREAS, the authorized agents of the City of Tarrant reported on December 1, 2015, the actual cost of the removal of the nuisances; and

WHEREAS, applicable notice have been provided pursuant to Ordinance No. 1017, on this the 21st day of December, 2015, the City Council has reviewed the report of the actual cost of the abatement.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TARRANT THAT:

1. The actual cost of the abatement of the nuisances for the following property is:

“Exhibit”

Street #Street Name	City & State	Zip Code	Parcel I.D. Number	Cost
1813 Virginia Street	Tarrant, AL	35217	23-00-05-4-005-006.000-RR-00	\$500.00

ADOPTED and APPROVED this the 21st day of December, 2015.

ATTEST:

LOXCIL B. TUCK, MAYOR

Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8174 was seconded by Councilmember Middlebrooks, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Bryant, Horton, Middlebrooks, and Mayor Tuck

NAYS: None

ABSENT: Councilmember Anderson and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8174 duly and legally adopted.

Mayor Tuck stated that the next order of business would be a public hearing, concerning the proposed demolition of the building located at 1601 and 1603 Woodrow Drive, Tarrant, Alabama.

Mayor Tuck therefore opened the public hearing and asked if there was anyone present who wished to speak. Mayor Tuck recognized Attorney Benjamin Goldman. Attorney Goldman stated that on behalf of the City, he would like for the minutes to reflect, that a packet had been tendered to each City Councilmember, concerning the referenced property. Attorney Goldman stated that each packet contained copies of the following documents, for the property proposed for demolition:

Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens; Affidavit of Publication; and Photographs of the Property. Attorney Goldman stated that a packet is also available, in the office of the City Clerk. Attorney Goldman asked that the packet be made a part of the minutes, by reference and offered said packet as evidence. Mayor Tuck asked again if there was anyone present who wished to speak regarding the building located at 1601 and 1603 Woodrow Drive, Tarrant, Alabama. There being no further comments or questions, Mayor Tuck declared the public hearing closed.

Mayor Pro Tem Horton introduced and moved for the adoption of the following proposed resolution:

RESOLUTION NO. 8175

A RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR STRUCTURE LOCATED AT 1601 AND 1603 WOODROW DRIVE, TARRANT, ALABAMA, PARCEL ID# 23-00-04-3-011-004.000-RR-00, IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 1022 OF THE CITY OF TARRANT, ALABAMA; AND CALLING FOR SAID DEMOLITION TO BE PERFORMED BY THE CITY OF TARRANT AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS

WHEREAS, the Appropriate Municipal Official determined that the condition of the building or structure located at 1601 and 1603 Woodrow Drive, Tarrant, Alabama, Parcel I.D. Number 23-00-04-3-011-004.000-RR-00 is in such a condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

WHEREAS, contemporaneously with the filing of “Finding of Public Nuisance, Notice and Order to Remedy and Notice of Lis Pendings” on October 29, 2015, a copy of same was sent via certified mail, properly addressed and postage prepaid, to:

- A. All person or persons, firm, association, or corporation last assessing the subject property for state taxes to the address on file in the Jefferson County Tax Collector’s Office,
- B. The record property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of records of the office the judge of Probate of Jefferson County, Alabama, at the owner or owners’ last known address and at the address of the subject property,
- C. All mortgagees of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama, to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the Appropriate Municipal Official,
- D. All lien holders of record as shown from a search of the records of the office of the Judge of Probate of Jefferson County, Alabama to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the Appropriate Municipal Official,
- E. Such other persons who are otherwise known to the City Clerk or to the Appropriate Municipal Official who could have an interest in the subject property.

WHEREAS, contemporaneously with the filing of the “Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens”, a copy of the same was posted at or within three feet of an entrance to the building on the subject property and posted in four public places located within the City of Tarrant: 1) City Hall, 2) Tarrant Public Library, 3) Tarrant Parks and Recreation Building and 4) Tarrant Board of Education.

WHEREAS, notice that the Appropriate Municipal Official has made a finding that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was also given to all interested parties and to the public at large by publication in the Alabama Messenger.

BE IT RESOLVED by the City Council of the City of Tarrant, Alabama

while in regular session on Monday, December 21, 2015 at 7:00 p.m. as follows:

Section 1. A Public Hearing was held on December 21, 2015 at 7:00 p.m. and after due deliberation the City Council of the City of Tarrant, Alabama finds that the structure standing at 1601 and

1603 Woodrow Drive, Tarrant, Alabama, Parcel ID# 23-00-04-3-011-004.000-RR-00 is unsafe to the extent of becoming a public nuisance to the citizens of City of Tarrant, Alabama and is due to be condemned and demolished in compliance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16, inclusive, of the Code of Alabama (1975), and Ordinance Number 1022 of the City of Tarrant, Alabama;

Section 2. That said demolition is to be performed by the City of Tarrant; and

Section 3. That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

ADOPTED this the 21st day of December, 2015.

APPROVED: _____
LOXCIL B. TUCK, MAYOR

ATTEST: _____
Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8175 was seconded by Councilmember Middlebrooks, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Bryant, Horton, Middlebrooks, and
Mayor Tuck

NAYS: None

ABSENT: Councilmembers Anderson and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8175 duly and legally adopted.

Councilmember Bryant introduced and moved for the adoption of the following proposed resolution:

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8176

A RESOLUTION OF THE CITY OF TARRANT PURSUANT TO ORDINANCE NO. 1052 AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT OF AND AGREEMENT WITH BFI WASTE SERVICES, LLC D/B/A ALLIED WASTE SERVICES OF BIRMINGHAM/ REPUBLIC SERVICES OF BIRMINGHAM TO PROVIDE FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL WITHIN THE CITY OF TARRANT

WHEREAS, pursuant to Ordinance No. 1052 of the City of Tarrant, Alabama, residential solid waste collection and disposal services within the City shall be provided pursuant to a non-exclusive franchisee agreement between the City and a designated non-exclusive franchisee;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, as follows:

Section 1 The Mayor of the City of Tarrant is hereby authorized to enter into the amendment of and agreement to renew a non-exclusive franchise agreement with BFI Waste Services, LLC d/b/a Allied Waste Services of Birmingham/Republic Services of Birmingham to provide residential solid waste and collection disposal services within the City consistent with the terms of Ordinance No. 1052; and

Section 2 BFI Waste Services, LLC d/b/a Allied Waste Services of Birmingham/Republic Services of Birmingham is hereby designated a non-exclusive franchisee of the City of Tarrant, Alabama for the provision of residential solid waste collection and disposal services within the City; and

Section 3 Said amendment of and agreement to renew the Non-Exclusive Agreement to provide Residential Solid Waste Collection and Disposal shall be for a period of three (3) years, effective February 1, 2016 and shall end on January 31, 2019; and

Section 4 That a copy of said amendment of and agreement to renew the Non-Exclusive Agreement to provide Residential Solid Waste Collection and Disposal is attached hereto and made a part hereof.

ADOPTED AND APPROVED THIS THE 22ND DAY OF DECEMBER, 2015.

LOXCIL TUCK, MAYOR

ATTEST:

Lillian A. Keith, City Clerk

Motion for the adoption of Resolution Number 8176 was seconded by Councilmember Middlebrooks, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Bryant, Horton, Middlebrooks, and
Mayor Tuck

NAYS: None

ABSENT: Councilmember Anderson and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8176 duly and legally adopted. Councilmember Bryant stated that a copy of the document was available for viewing. Eric Kolb of Allied Waste Services thanked the Mayor and City Council for the opportunity to serve the City of Tarrant, for another three (3) years.

**AMENDMENT OF AND AGREEMENT TO RENEW
THE NON-EXCLUSIVE AGREEMENT TO PROVIDE
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL**

This Amendment of and Agreement to Renew the Non-Exclusive Agreement to Provide Residential Solid Waste Collection and Disposal (the “Renewal Agreement”) is made and entered into on _____, 2015 by and between the City of Tarrant, Alabama (the “City”), and BFI Waste Services, LLC d/b/a Allied Waste Services of Birmingham/Republic Services of Birmingham (“Contractor”).

Recitals

A. The City and Contractor entered into that certain Non-Exclusive Agreement to Provide Residential Solid Waste Collection and Disposal, dated December 3, 2012 (the “Agreement”), pursuant to which Contractor agreed to provide collection and disposal services of Residential Refuse in the City.

B. Contractor and the City desire to enter into this Renewal Agreement to extend the term of the Agreement.

Agreement

1. Extension of Agreement. Contractor and the City agree to extend the Agreement for an additional three years, beginning on February 1, 2016 and ending on January 31, 2019, upon the same terms and conditions as set forth in the Agreement except as set forth in this Renewal Agreement.

2. Continuing Effect. Except as expressly modified or amended by this Renewal Agreement, all terms and provisions of the Agreement shall remain in full force and effect including the provisions relating to the ability of the parties to renew this Agreement for additional three year terms.

3. Execution in Counterparts. This Renewal Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Renewal Agreement to be executed as of the date first written above.

City of Tarrant, Alabama

By: _____
Name: _____
Its: _____

Attest:

By: _____

BFI Waste Services, LLC

By: _____
Name: _____
Its: _____

Whereupon, Mayor Pro Tem Horton moved that the rules and procedures of the Council be suspended, to allow proposed Resolution Number 8177 to be added to the agenda. Said motion was seconded by Councilmember Bryant, regularly put and upon roll call, the vote thereon was as follows:

AYES: Councilmembers Bryant, Horton, Middlebrooks and Mayor Tuck

NAYS: None

ABSENT: Councilmembers Anderson and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared that proposed Resolution Number 8177 had been added to the agenda, for immediate consideration of Resolution Number 8177.

Mayor Pro Tem Horton introduced and moved for the adoption of the following proposed resolution:

CITY COUNCIL OF THE CITY OF TARRANT, ALABAMA

RESOLUTION NO. 8177

A RESOLUTION AUTHORIZING THE CITY OF TARRANT, ALABAMA, TO ACCEPT CONTRIBUTIONS AND GIFTS IN CONNECTION WITH THE QUARRY CRUSHER RUN BIRMINGHAM AND TO OPEN A NEW AND SEPARATE BANK ACCOUNT FOR RECEIPT OF THE SAME.

WHEREAS, the Quarry Crusher Run Birmingham (the “Quarry Run”) is scheduled to take place on June 11, 2016;

WHEREAS, the City of Tarrant, Alabama (“the City”) is a governmental unit, municipal corporation, and political subdivision of the State of Alabama;

WHEREAS, the City Council of the City of Tarrant, Alabama (“City Council”) desires that contributions and gifts made by individuals in connection with the Quarry Run be deductible to the extent possible pursuant to 26 U.S.C. § 170;

WHEREAS, the City Council desires that all contributions and donations made to the City in connection with the Quarry Run be used exclusively for the public purposes set forth herein;

WHEREAS, all contributions and gifts in connection with the Quarry Run—whether made directly or indirectly to the City—shall be controlled by the City as set forth herein;

WHEREAS, the City Council desires to the contributions and gifts collected in connection with the Quarry Run to the Tarrant-Pinson Valley Chamber of Commerce for use in connection with certain contractual duties to act on behalf of the City;

WHEREAS, the City Council finds that the Tarrant-Pinson Valley Chamber of Commerce performs functions that the City, itself, would be authorized by law to perform;

WHEREAS, the City Council finds that no contribution or gift collected in connection with the Quarry Run will be accepted or will be used for the purpose of influencing legislation;

WHEREAS, the City cannot offer tax advice, and therefore, the City Council encourages anyone with a question regarding the deductibility of any contribution made to the City in connection with the Quarry Run to consult with an accountant of their own choosing;

WHEREAS, the City Council would like to open a new bank account for the deposit of any contributions or gifts that the City receives in connection with the Quarry Run;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tarrant, Alabama, as follows:

A. That the Mayor, City Clerk, and Finance Director are authorized to open a new bank account for the deposit of any contributions or gifts that the City receives in connection with the Quarry Run;

B. That the Mayor be hereby authorized to contract with the Tarrant-Pinson Valley Chamber of Commerce to ensure that contributions and donations made to the City in connection with the Quarry Run be used exclusively for the public purposes set forth herein, and the form of the Outside Agency Service Contract Agreement in the form attached hereto Exhibit A hereof is hereby approved;

B. That any and all contributions and gifts collected in connection with the Quarry Run shall be directed to the Tarrant-Pinson Valley Chamber of Commerce to be used exclusively for the following enumerated public purposes:

1. Scholarship, educational programs, vocational guidance programs, and other educational support, including capital projects;
2. Economic development;
3. Conservation of the natural beauty and environmental resources of the City;
4. Support of the Tarrant Police and Fire Departments;
5. Recreational purposes.

ADOPTED AND APPROVED THIS THE 21ST DAY OF DECEMBER, 2015.

LOXCIL TUCK, MAYOR

ATTEST:

Lillian A. Keith, City Clerk

EXHIBIT A

**STATE OF ALABAMA,
JEFFERSON COUNTY,
CITY OF TARRANT**

OUTSIDE AGENCY SERVICE CONTRACT AGREEMENT

This agreement made and entered into on the 21st day of December, 2015, by and between the City of Tarrant, Alabama, hereinafter called the "City" and the Tarrant-Pinson Valley Chamber of Commerce hereinafter called the "Contractor" and the same witness:

1. The term of this agreement shall begin on the date of its execution by both parties and shall terminate on December 31, 2016.
2. The Contractor will provide the following services during the term of this agreement: The Contractor agrees to utilize funds received from the City exclusively for the following enumerated public purposes: 1.) scholarship, educational programs, vocational guidance programs, and other educational support, including capital projects; 2.) economic development; 3.) conservation of the natural beauty and environmental resources of the City; 4.) support of the Tarrant Police and Fire Departments; and 5.) recreational purposes.
3. The City will pay the Contractor contributions or gifts that the City receives in connection with the Quarry Crusher Run Birmingham.
4. The intent of this agreement is that the Contractor is an independent Contractor and not an employee of the City.
5. All costs, fees, licenses, etc., that are required by law of the Contractor to carry out the provisions of the herein agreement shall be at the sole expense of Contractor.

TARRANT-PINSON VALLEY CHAMBER OF COMMERCE

By _____ Attest:
Its Authorized Representative _____
Witness _____

CITY OF TARRANT, ALABAMA

By _____ Attest:
Its Mayor _____ Its City _____

Motion for the adoption of Resolution Number 8177 was seconded by Councilmember

Bryant, regularly put and upon roll call; the vote thereon was as follows:

AYES: Councilmembers Bryant, Horton, Middlebrooks, and
Mayor Tuck

NAYS: None

ABSENT: Councilmember Anderson and Matthews

The Recording Secretary announced the vote, whereupon Mayor Tuck declared Resolution Number 8177 duly and legally adopted.

Whereupon Mayor Pro Tem Horton moved that the meeting be adjourned. Said motion was seconded by Councilmember Bryant, regularly put and carried, whereupon the meeting adjourned at 7:38 p.m.

READ AND APPROVED THIS THE 4TH DAY OF JANUARY, 2016.



LOXCIL B. TUCK, MAYOR

Attest:



Lillian A. Keith, City Clerk

Note – There were no vouchers available for the City Council on the 21st day of December, 2015.