

City of Winter Park, FL



GENERAL RULES AND REGULATIONS GOVERNING ELECTRIC SERVICE

Issued By: Don McBride, Electric Utility Director
Effective Date: 1 June 2005

**General Rules and Regulations
Governing Electric Service**

Index

	Page No.	Sheet No.
Introduction	1	2.010
I. Definitions and Classifications	1	2.010
1.01 Definitions	1	2.010
1.02 Service Classifications	2	2.011
1.03 Rate Applications	3	2.012
II. Availability and Establishment of Service	4	2.020
2.01 Application for Service	4	2.020
2.02 Service Available	4	2.020
2.03 Temporary Service	4	2.020
III. New Service Extensions and Underground Residential Distribution	5	2.030
3.01 Contribution in Aid of Construction	5	2.030
3.02 Route and Easement	5	2.030
3.03 Installation by Customer	6	2.031
3.04 Special Service Requirements	6	2.031
3.05 Relocation or Modification of Existing Facilities	6	2.031
IV. Terms and Conditions of Service	8	2.040
4.01 Service Connections	8	2.040
4.02 Access to Customer Premise	8	2.040
4.03 Protection of City Equipment	8	2.040
4.04 Continuity of Service	8	2.040
4.05 Indemnification by Customer	9	2.041
V. Meters	10	2.050
5.01 Installation and Maintenance of Meters	10	2.050
5.02 Meter Seals	10	2.050
5.03 Testing of Meters	10	2.050
5.04 Tampering with Meters	10	2.050
5.05 Provisions for Energy Pulse Data	10	2.050
VI. Customer Utilization Equipment	12	2.060
6.01 General Principles	12	2.060
6.02 Protecting Customer Installation	12	2.060

6.03	Limitations on Customers Installation	12	2.060
6.04	Changes in Customer's Installation	13	2.061
6.05	Limiting Connected Load	13	2.061
6.06	Accidental Grounds	13	2.061
VII.	Guarantee Deposits	14	2.070
7.01	Deposit Requirement	14	2.070
7.02	Refund of Deposit	14	2.070
7.03	New or Additional Deposit	14	2.070
7.04	Interest on Deposit	14	2.070
VIII.	Billing	15	2.080
8.01	Billing Periods	15	2.080
8.02	Prorated Monthly Bills	15	2.080
8.03	Measurement and Evidence of Consumption	15	2.080
8.04	Delinquent Bills	15	2.081
8.05	Vacating or Change of Occupancy	16	2.081
8.06	Service Charges	16	2.081
IX.	Limitations of Service	17	2.090
9.01	Confinement of Customer's Use	17	2.090
9.02	Resales Prohibited	17	2.090
9.03	Sub-Metering	17	2.090
9.04	Crossing Public Ways Prohibited—Exception	17	2.090
9.05	Attachments to Poles Prohibited	18	2.091
X.	Discontinuance and Withholding of Service	19	2.100
10.01	Grounds for Discontinuance or Withholding of Service	19	2.100
10.02	Notice of Discontinuance	19	2.100
10.03	Medically Essential Service	19	2.100
10.04	Liability for Discontinuance	20	2.101
10.05	Reconnection	20	2.101
10.06	Customer's Deposit	20	2.101

**GENERAL RULES AND REGULATIONS
GOVERNING ELECTRIC SERVICE**

INTRODUCTION

This section of the City's *Tariff* contains the rules and regulations governing electric service.

PART I

DEFINITIONS AND CLASSIFICATIONS

1.01 Definitions:

The following definitions set forth standard interpretations of certain terms used in these Rules and Regulations:

- (1) City: The City of Winter Park, Florida
- (2) Customer: The user of the City's electric service.
- (3) Service: The supply by the City of electricity to the Customer, including the readiness and availability of electrical energy at the Customer's Point of Delivery at the required voltage and frequency whether or not utilized by the Customer.
- (4) Service Drop: That portion of the City's facilities, between the pole or underground cable and the point of attachment at the service entrance, which brings the service from the City's supply lines to the Customer.
- (5) Service Entrance: Wires and enclosures owned by the Customer and connecting the Customer's installation to the service drop.
- (6) Customer's Installation: Wires, enclosures, switches, appliances and other apparatus, including the service entrance, forming the Customer's facilities utilizing service for any purpose on the Customer's side of the point of delivery.

- (7) Point of Delivery: The point of attachment where the City's service drop is connected to the Customer's service entrance.
- (8) Connected Load: The total rated capacity in horsepower (H.P.), and/or kilowatts (kw), and/or kilovolt amperes (kVA), of all electric equipment, appliances, apparatus and other current consuming devices which are connected in and to the Customer's installation and which may utilize service.
- (9) Maximum Demand: Highest integrated reading of Customer's electrical power requirements measured in kilowatts during the interval of time specified in the Rate Schedules.
- (10) Temporary Service: The supply of electricity by the City to the Customer for construction purposes; or for fairs, displays, exhibits and similar services; and for other services which will be in use for less than a year.
- (11) Rate Schedules: The applicable schedules of rates and charges for service rendered which, are on file with the Florida Public Service Commission.

1.02 Service Classifications:

Service is classified for rate application purposes according to one of the following which best describes the Customer's electric service requirements:

- (1) Residential Service (RS-1): Applicable to residential Customer's in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household.

Also, for energy used in commonly owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

- (a) 100% of the energy is used exclusively for the co-owners benefit.
- (b) None of the energy is used in any endeavor, which sells or rents a commodity or provides service for a fee.
- (c) Each point of delivery will be separately metered and billed.

- (d) A responsible legal entity is established as the Customer to whom the City can render its bill(s) for said service.
- (2) General Service Non-Demand: Applicable to any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable.
- (3) General Service Demand: Applicable to any customer, other than residential, for light and power purposes for which no other rate schedule is specifically applicable with a measured annual kWh consumption of 24,000 kWh or greater per year.
- (4) Lighting Service: Applicable to any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either City or Customer owned fixtures of the type available under this rate schedule.
- (5) Temporary Service: Applicable to any customer for temporary service such as construction, fairs, displays, exhibits and similar temporary purposes.

1.03 Rate Applications:

The Customer shall be billed in accordance with the regular rate schedule applicable to the Customer class for which service is rendered. The City will, upon request, advise any Customer as to the rate schedule most advantageous to his service requirements but does not assume responsibility for its selection in the event of changes in the Customer's requirements. All rate schedules are contained in the City's Rate Tariffs and are available for inspection at the City. A Customer shall, upon request, be furnished a copy of the rate schedule applicable to his service.

PART II

AVAILABILITY AND ESTABLISHMENT OF SERVICE

2.01 Application for Service:

Information may be obtained from the City as to the availability of service at the location where it is desired, and application for such service should be made by the Customer at the earliest possible time so that details for furnishing service may be determined. Unless otherwise agreed in writing by the City, and except as provided in Part III hereof, applications will be accepted only upon the condition that the City shall be under no obligation to render service other than that character of service then available at the proposed Point of Delivery. Any such application or agreement shall be subject to all the provisions of these Rules and Regulations and of the Rate Schedules, and the terms and conditions thereof shall be binding upon the City as well as upon the Customer. In order to insure that capacity is available in City equipment to provide satisfactory service to the Customer, load data must be submitted with the application for service. Load data should include the anticipated Connected Load and the anticipated Maximum Demand.

2.02 Service Available:

Technical specifications for type and location of service may be obtained from the City.

2.03 Temporary Service:

The City will, where it has a source of supply readily available, furnish service for temporary installations as provided for in the City Rate Schedule TS-1.

PART III

**NEW SERVICE EXTENSIONS AND UNDERGROUND RESIDENTIAL
DISTRIBUTION**

3.01 Contribution In Aid of Construction:

Where an extension to existing distribution facilities (other than a transformer, service drop, and/or meter) is required to provide service to a Customer or the Customer is requesting underground service, the City may require a Contribution in Aid of Construction (CIAC). A CIAC would be due from the Customer as a result of anticipated revenues from the Customer, together with revenues from other prospective Customers to be served from such extension or underground facilities, not being sufficient to afford a fair and reasonable return on the cost of making such extension or underground facilities. The City shall use its best judgment in estimating the revenues which shall be based on an annual period ending not more than five years after the extension and/or underground facilities are placed in service.

3.02 Route and Easement

In making line extensions hereunder, the City shall select the most economical route, but the City will not use private property for any such extension unless an easement suitable to the City is granted by the owner of such private property to the City, without cost, in accordance with the following provisions:

- (1) Private Property of Customer: Where more than one pole is located on a customer's property for the sole purpose of supplying service to such customer, an easements for all such poles and for any related facilities, including guys, overhead distribution circuits and overhang, must be furnished by the Customer, and the route of the service line across the Customer's property must be cleared of uses, undergrowth, and other obstructions to access by the City's vehicles and equipment, prior to installation of the service line by the City.
- (2) Private Property of Third Party: Where, in order to provide service to a customer, City facilities are to cross over or be located upon private property not owned by such customer, or where service to such customer is to be provided from existing City facilities so situated, an easement for all such facilities involved, including poles, guys, overhead distribution circuits and overhang, if any, will be required.

- (3) Acquisition, Form and Cost: All such grants shall be obtained by the Customer upon a form acceptable to the City, properly executed by the grantor, and shall be made without cost to the City.

3.03 Installation by Customer:

The Customer's installation shall, in its entirety, be installed and maintained in accordance with the requirements of local ordinances pertaining thereto, or of authorities having jurisdiction thereover, or in the absence of such local ordinances or authorities in accordance with the requirements of the National Electrical Safety Code as set forth in Handbook H-43 of the National Bureau of Standards in its present form, or as subsequently revised, amended or superseded; provided, however, that service to any customer over lines and facilities not owned by the City shall be at the sole option of the City. Customer installations shall be in accordance with the following provisions:

- (1) Inspection by Authorities: The City recommends that all wiring installations be inspected and approved by an authorized electrical inspector if available; and, where such inspection is required by local ordinance or authority, the City cannot render service until such inspection has been made and formal notice from the inspecting authority of its approval has been received by the City.
- (2) Inspection by City: The City reserves the right to inspect Customer's installation prior to rendering service, and from time to time thereafter; but the City assumes no responsibility whatsoever for the Customer's installation as a result of any such inspection, and will not be responsible in any way for any defect in Customer's installation, or any part thereof, or for any damage which may result from any such defect.

3.04 Special Service Requirements:

Where the Customer requests a more costly service arrangement than that provided by the City in accordance with its standard design, such as a remote point of delivery, excess transformer capacity, or any other special requirements, the City will provide such service if feasible and the Customer shall pay the cost in excess of the estimated cost of the standard design.

3.05 Relocation or Modification of Existing Facilities:

When, in the judgment of the City a change in the use or layout of the Customer's premises makes the relocation or modification of the City's existing facilities necessary,

or when such relocation or modification is requested by the Customer and is consistent with sound utility practices, the City will relocate or modify such facilities in a manner acceptable to the City. The Customer shall pay the City for all cost associated with any such relocation or modification based on an invoice prepared by the City in accordance with standard estimation procedures, and if the relocation or modification is made at the Customer's request, such payment shall be made in advance. If a requested relocation or modification involves the conversion of an existing residential overhead service to an underground service lateral, the provisions of this Section 3.01 of these Rules shall apply.

PART IV

TERMS AND CONDITIONS OF SERVICE

4.01 Service Connection:

The City's connection with the Customer's service entrance shall be made with such service drop and shall be backed up by such transformers and related facilities and equipment as may be necessary to supply adequate electric service to the Customer in accordance with the load data furnished by the Customer at the time of applying for service.

4.02 Access to Customer Premise:

The duly authorized agents of the City shall have access at all reasonable hours to the premise of the Customer for the purpose of inspecting the Customer's installation; for installing, maintaining, inspecting or removing the City's property; for reading meters; and for other purposes incident to the rendition or termination of service to the Customer. In acting hereunder, neither the City nor its authorized agents shall be liable for trespass.

4.03 Protection of City Equipment:

The Customer shall provide proper protection for the City's equipment and facilities located on the Customer's premise, and shall permit no one but the City's agents or persons authorized by law, to have access to the City's equipment or facilities.

4.04 Continuity of Service:

The City will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the Customer for the complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its control or through the ordinary negligence of its employees, servants, or agents. The City shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation, shutdowns for repairs or adjustments, interference by Federal or State Governments, acts of God, or other causes beyond its control.

- (1) Priority of Curtailment: In an emergency, the City may interrupt, curtail, or suspend electric service to all or some of its Customers; provided the City is acting in good faith and exercising reasonable care and diligence. The selection by the City of the Customers to be interrupted, curtailed, or suspended shall be

conclusive on all parties concerned, and the City shall not be held liable with respect to any such interruption, curtailment, or suspension.

(2) **Restoration of Service:** In the event of an interruption, curtailment or suspension of electric service from any cause, the City reserves the right to solely determine the method of restoration of service and in establishing the priority of restoration within the shortest time practicable consistent with safety. The City shall not be held to be in default of rendering adequate electric service because of the City's preservation of system integrity for priority in the restoration of customer service.

(3) **Notification of Interruptions:** Whenever service is interrupted, curtailed, or suspended for the purpose of performing planned construction work on lines or equipment, the work shall be done at a time, if at all practicable, which will cause the least inconvenience to the Customers, and the City shall attempt to notify in advance (except in cases of emergency) those Customers who the City knows may be affected.

4.05 Indemnification by Customer:

The Customer shall indemnify, hold harmless and defend the City from and against any and all liability, proceedings, suits, costs or expense for loss, damage, death or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the use or disposition of electricity by the Customer at or on the Customer's side of the Point of Delivery, unless such loss, damage, death or injury shall result from the sole negligence of the City.

PART V

METERS

5.01 Installation and Maintenance of Meters:

The City will install and maintain, at its own expense, such standard meter or meters, and other metering equipment, as may be necessary to measure all electric energy sold to the Customer on a metered basis. If a self-contained meter enclosure is required it will be the Customer's responsibility to furnish such equipment. All self-contained meter enclosures will be maintained or replaced by the customer. However, in the event of a service outage related to the meter enclosure, the City will temporarily restore service, if possible, and advise the customer of his or her responsibility to repair or replace the enclosure. Title to meters and metering equipment shall be and remain in the City, excluding self-contained meter enclosures.

5.02 Meter Seals:

All meters will be sealed by a representative of the City. Such meter seals must not be removed, destroyed or tampered with by any person other than an authorized representative of the City.

5.03 Testing of Meters:

Meters will be tested in accordance with regulations of the Florida Public Service Commission applicable to Public Utilities regulated by the Commission.

5.04 Tampering with Meters:

Unauthorized connections to and tampering with the City's meters or metering equipment, or indications or evidences thereof, shall subject the Customer to prosecution under the laws of the State of Florida, to adjustment of prior bills for services rendered and liability for payment of the adjusted amount, and to liability for reimbursement to the City of all extra expenses incurred by the City as a result thereof, and to discontinuance of service until such indebtedness has been paid.

5.05 Provisions for Energy Pulse Data:

The City upon request will provide for energy and/or time pulses to be transmitted from the City's metering equipment to energy management systems. The Customer shall reimburse the City for any cost associated with the installation of equipment solely used

Original Sheet No. 2051

to supply pulses to the Customer. The billing of demand and/or energy will be based upon the City's meter readings and not upon the pulse data being supplied.

PART VI

CUSTOMER UTILIZATION EQUIPMENT

6.01 General Principles:

The facilities of the City are designed and maintained to supply adequate service to all Customers using normal appliances and equipment included in the load data furnished by the Customers, and the City specifies only such requirements in respect of utilization equipment as are necessary to safeguard both the Customer and the City to the end that service may be rendered to all Customers with a maximum of safety and with a minimum of interruption or disturbance. Since the appliances and equipment installed or used by one Customer may very materially affect the adequacy and continuity of service to other Customers, and because the misuse of such appliances or equipment might constitute a fire hazard or endanger life, the Customer shall consult the City concerning the attachment of any special or heavy use appliances or equipment to the Customer's installation.

6.02 Protecting Customer Installation:

The Customer's installation shall be adequately protected with approved type fuses or circuit breakers in accordance with the requirements of local ordinances pertaining thereto, or of authorities having jurisdiction thereover or, in the absence of such local ordinances or authorities, the requirements of the National Electrical Safety Code; and, in order to safeguard both the property of the Customer and that of the City, the Customer shall not overload or overfuse any service or branch circuit thereof.

6.03 Limitations on Customer's Installation:

Customer utilization equipment should be selected and used with the view of obtaining the highest practicable power factor; and no appliance or device which, in the opinion of the City, is not properly constructed, controlled or protected, or may adversely affect the City's service to other Customers, shall be connected to the Customer's installation.

- (1) Voltage Fluctuation: All utilization equipment attached to the Customer's installation shall be such that starting and operating characteristics will not cause an instantaneous voltage drop of more than four percent of the standard voltage or cause objectionable flicker in other Customer's' lighting.

- (2) Motor Regulation: All motors connected to the Customer's installation shall be equipped with satisfactory starting devices to prevent abnormal voltage fluctuations, and shall be provided with devices which will protect the motor installation against under-voltage, over-load, phase failure and short-circuit,
- (3) Power Factor Correction: Customers shall provide power factor correction apparatus satisfactory to the City on all low power factor lighting equipment, air conditioning equipment, and electric welding equipment.

6.04 Change in Customer's Installation:

Changes which in the opinion of the City would adversely affect the normal operation of the City's system or facilities shall not be made in the Customer's installation; and the Customer shall be liable for any damage resulting from a violation of this rule. Accordingly, the Customer shall give due notice to the City of any proposed changes in the Customer's installation involving substantial increases or changes in the Customer's electrical requirements since failure to do so may affect the quality of the Customer's service as well as that of the other Customers supplied from the same facilities.

6.05 Limiting Connected Load:

Where desirable or advisable, the Customer may arrange his wiring in such a manner that only a portion of the load may be served at one time. In such cases, the connected load to be used for the computation of charges shall be the largest load which can be served.

6.06 Accidental Grounds:

City assumes no responsibility for accidental grounds upon the Customer's installation, but the City will undertake, where practicable, to notify the Customer of such accidental grounds whenever the same are discovered by, or come to the attention of, the City.

PART VII

GUARANTEE DEPOSITS

7.01 Deposit Requirement:

In order to guarantee payment for service rendered, the Customer shall provide the City with a cash deposit or other acceptable guarantee such as a surety bond, letter of credit, or guarantee letter. For residential Customers, the guarantor must be a customer of the City with a satisfactory payment record. For non-residential Customers, the guarantor need not be a customer of the City, but must be a bank, or insurance company, or other institution with proven financial capability to furnish such a guarantee. The total amount of the required deposit shall be equal to twice the Customer's average monthly bill (rounded to the nearest \$5.00), but no less than \$25.00. A deposit requirement may be waived for Customers who have previously established a satisfactory payment record with the City or meet the City's requirements for the establishment of credit.

7.02 Refund of Deposit

After a customer has had continuous service for a period of twenty-three (23) months and established a satisfactory payment record, the City will refund a residential customer's deposit. A customer is considered to have established a satisfactory payment record if over the preceding twelve (12) months of service, the customer has not had a disconnection of service for non-payment of bill, made payment with a dishonored check, or had more than one (1) late payment notice. Any deposit, plus accrued interest, being held by the City upon termination of service will be credited to the customer's final bill and any remaining balance refunded.

7.03 New or Additional Deposit:

The City may require upon written notice of not less than thirty (30) days a new deposit, where previously waived or returned, or additional deposit in order to secure payment of current bills.

7.04 Interest on Deposit:

Interest will accrue on deposit amounts in existence for a continuous period of six (6) months or longer at an interest rate determined by the City from time to time. Accrued interest will be paid annually as a credit to a Customer's monthly bill, payment upon refund of deposit, or upon final settlement of customer's account,

PART VIII

BILLING

8.01 Billing Period:

A bill for service will be rendered on a regular monthly cycle as scheduled by the City. A normal billing month is an interval between scheduled meter reading dates and is approximately thirty (30) days.

8.02 Prorated Monthly Bills:

A normal monthly bill will be prorated (based on actual number of days vs. thirty (30)) if the meter reading date is advanced or postponed more than five (5) days from the scheduled read date.

All other types of bills (including initial, final, or reroute) will be prorated if they cover more or less than a regular monthly billing period (including the five (5) day reading range).

8.03 Measurement and Evidence of Consumption:

Power and energy shall be measured for each point of delivery by one meter for each type of service rendered; and the City's readings and records thereof shall be accepted and received, at all times and places as prima facie evidence of the quantity of electricity used by the Customer at the point of delivery.

(1) **Conjunctive Billing:** The City does not permit conjunctive billing. Each point of delivery to the same customer constitutes a separate service, and bills for two (2) or more points of delivery to the same customer shall be calculated separately for each point of delivery; however, where more than one (1) meter is used to measure the same type of service, although only one point of delivery is involved, each such meter shall be calculated and billed separately, as though it were a separate service, until such time as the Customer rearranges his facilities to take all of the same type of service through a single meter.

(2) **Unread Meters:** When the City is unable to read a meter due to circumstances beyond the control of the City, such as inaccessibility of meters because of flood or stormy conditions, the City may render a minimum or estimated bill.

8.04 Delinquent Bills:

Bills are due when rendered and become delinquent if not paid within twenty-five (25) days after the date of mailing or delivery. A late payment charge will be applied to accounts that have past due balances, in accordance with the City's Rate Schedule SC-1. Non-receipt of bills by customer shall not release or diminish the obligation of the Customer with respect to payment thereof on time.

8.05 Vacating or Change of Occupancy:

When a customer vacates a premise served by the City, or when a change of occupancy therein takes place, the outgoing customer shall notify the nearest office of the City not less than three (3) days prior to the date of vacating or change, as the case may be; and the outgoing customer shall be held responsible for all electric service used on such premises until such notice is received and service is disconnected, or until application for service at said location has been made by a new customer and accepted by the City, whichever first occurs,

8.06 Service Charges:

Service Charges shall be made for each establishment or re-establishment of service, and for each returned check, in accordance with the City's Rate Schedule SC-1.

PART IX

LIMITATIONS OF SERVICE

9.01 Confinement of Customer's Use:

Electric service furnished to a customer shall be rendered directly to the Customer through the City's individual meter and shall be solely for the Customer's own use.

9.02 Resales Prohibited:

The City shall not be required to sell electricity to any customer for resale and, no customer shall be permitted to resell any electric energy purchased from the City.

9.03 Sub-Metering:

Where individual metering is not required and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering, may be used by the customer solely for the purpose of allocating the cost of the electricity billed by the City. Any fees or charges collected by a customer for electricity billed to the customer's account by the City, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the customer for no more than the customer's actual cost of the electricity billed by the City.

9.04 Crossing Public Ways Prohibited — Exception:

No customer shall extend electric lines or facilities across or under a street or other public way in order to make electric energy available through one meter to a structure or facility on an adjacent track of land, except under the following conditions:

- (1) said structure or facility on adjacent land is at all times operated and utilized by the same customer for the same business or enterprise;
- (2) electric service through such single meter is utilized solely by such customer;
- (3) such single-meter electric service is otherwise permissible under applicable City rules and regulations and applicable rate schedule;
- (4) customer obtains written approval from the City on plans, and any extension or revision thereof, for such single-meter service arrangement;
and

- (5) customer obtains and keeps currently effective any and all required permits from required public authorities for crossing of public ways with Customer's' electric facilities.

9.05 Attachments to Poles Prohibited:

Customers and others are forbidden to use the City's poles or other facilities for the purpose of fastening or supporting wires, signs, or things of any nature, or to locate any such things in such proximity to the City's facilities as to cause, or to be likely to cause, interference with the City's operations or a dangerous condition, The City shall have the right to remove any unauthorized attachments without notice and without liability for damages arising from such removal.

PART X

DISCONTINUANCE AND WITHHOLDING OF SERVICE

10.01 Grounds for Discontinuance or Withholding of Service:

The City may refuse or discontinue service to a customer under any of the conditions provided for under Section 25-6.105 of the Rules of the Florida Public Service Commission applicable to public utilities which are regulated by the Commission..

10.02 Notice of Discontinuance:

The City will give the Customer as much written notice of discontinuance of service as may be reasonably practical.

10.03 Medically Essential Service:

For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certificate of a doctor of medicine licensed to practice in the State of Florida. Service is “medically essential” if the customer has continuously operating electric-powered medical equipment necessary to sustain the life of or avoid serious medical complications requiring immediate hospitalization of the customer or another permanent resident at the service address. The physician’s certificate shall explain briefly and clearly, in non-medical terms, why continuance of electric service is medically essential and shall be consistent with the requirements of the City’s tariff. A customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The City may require certification no more frequently than once every twelve (12) months.

The City shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non-payment of bills. The City shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension, The Medically Essential Service Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for service provided by the City and for which payment is past due, or to make other arrangements for meeting the medically essential needs.

No later than 12 noon one (1) day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the City shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date, if the Medically

Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4:00 p.m. of the day prior to scheduled disconnection. If contact is not made, however, the City may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date; thereafter, the City may disconnect service on the specified date.

In the event that a customer is certified as a Medically Essential Service Customer, the customer shall remain solely responsible for any backup equipment and/or power supply and a planned course of action in the event of a power outage. The City does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact, or otherwise advise of service interruptions; or, except as expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the City.

10.04 Liability for Discontinuance:

Whenever the City shall have the right to discontinue service to a customer, such right may be exercised without any liability for loss, damage, or injury resulting directly or indirectly from lack of electric service; and the City shall be under no obligation or duty to ascertain whether such discontinuance would be likely to result in any such loss, damage, or injury.

10.05 Reconnection:

Service may be reconnected after those conditions which caused service to be discontinued have been corrected. A service charge may be applicable as provided for under Rate Schedule SC-1.

10.06 Customer's Deposit:

Where valid conditions exist, service may be discontinued whether or not the amount of the Customer's deposit is sufficient to cover the Customers bill; and, where said deposit has been applied toward the settlement of such bill, service will not be reconnected until a satisfactory deposit is restored.