

**City of Columbus, MS, Light and Water Department**  
**Schedule of Rules and Regulations**  
**Approved by Board on 4/21/16**  
**EFFECTIVE 5/1/16**

The Schedule of Rules and Regulation is part of all contracts for receiving utility service from Columbus Light and Water and applies to all services received from Columbus Light and Water, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this Schedule of Rules and Regulations together with a copy of Columbus Light and Water's Schedule of Standard Rates and Charges, which was approved in a public Columbus Light and Water's Utility Commissioners meeting, shall be kept open to inspection at the offices of Columbus Light and Water located at 420 4<sup>th</sup> Avenue South, Columbus, MS 39701 (or found on our website – [www.columbus-lw.com](http://www.columbus-lw.com)). Our Customer Service Department can be reached at (662)328-7192.

1. **Application for Service:** Each prospective Customer desiring electric, water, or sanitary sewer service may be required to sign Distributor's standard form of application for service or contract before service is supplied by Columbus Light and Water.
2. **Deposit:** Suitable guarantees may include cash, certificates of deposit, letters of credit or utility bonds.
  - a. Residential customer deposits shall not exceed twice the average of the highest monthly bill for all residential customers, which is calculated annually.
  - b. For general power customers, a deposit shall not exceed twice the highest estimated or historical monthly bill.
  - c. Customer deposits will earn interest at the same rate as Columbus Light and Water's primary bank account. Such interest will be credited to the customer's account once a year.
  - d. Customer may inquire on balance of deposit and earned interest accumulated since the last credited date.
  - e. Deposits for all residential customers will normally be due in full upon application for new service. If customer is not financially able to pay the deposit in full at time of application, one half will be due with the application and one half will be billed with the first month's usage billing and due according to Section 10 of these Rules and Regulations. If a financial hardship has resulted in a personal bankruptcy filing within the last 12 months, the balance of the required deposit after paying one half at time of application, can be paid in equal installments over the next 90 days.
  - f. Deposit policies are to be applied without regard to race, color, creed, sex, age, national origin, or marital status.
3. **Point of Delivery:** The point of delivery is the point, as designated by Columbus Light and Water, on Customer's premises or right of way where service is to be delivered to building or premises. All wiring, piping and equipment beyond this point of delivery shall be provided and maintained by Customer at no expense to Columbus Light and Water.
4. **Customer's Wiring-Standard:** All wiring of Customer must conform to Columbus Light and Water's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electric Code.

5. **Customer's Plumbing Standard:** All plumbing of Customer must conform to the City of Columbus Ordinances, Columbus Light and Water's requirements and accepted modern standards, as exemplified by the requirements of the International Plumbing Code and to follow the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.
6. **Inspections:** Columbus Light and Water shall have the right, but shall not be obligated, to inspect any installation before electricity, water, and sewer is introduced or at any later time, and reserves the right to reject any wiring, appliances, plumbing, and fixtures not in accordance with Columbus Light and Water's standards; but such inspection or failure to inspect or reject shall not render Columbus Light and Water liable or responsible for any loss or damage resulting from defects in the installation, wiring, appliances, plumbing and fixtures, or from violation of Columbus Light and Water's rules, or from accidents which may occur upon Customer's premises.
7. **Underground Electrical Service Lines:** Customer desiring underground service lines from Columbus Light and Water's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by CL&W on request.
8. **Customer's Responsibility for Columbus Light and Water's Property:** All meters, service connections, and other equipment furnished by Columbus Light and Water shall be, and remain, the property of Columbus Light and Water. Customer shall provide a space for and exercise proper care to protect the property of Columbus Light and Water on its premises, and, in the event of loss or damage to Columbus Light and Water's property arising from neglect of Customer to care for same, the cost of the necessary repairs or replacement shall be paid by Customer.
9. **Right to Access:** Columbus Light and Water's employees identified by badges and/or company uniforms shall have access to Customer's premises at all reasonable times for the purpose of reading meters, testing ,repairing, removing or exchanging any or all equipment belonging to Columbus Light and Water. If a dog or other pet is present and NOT secured away from a meter which Columbus Light and Water personnel is attempting to read, usage will be estimated for the electric/water until such time as the owner secures the animal at a safe distant from the meter. When it becomes safe to enter the yard or premise, an accurate reading will be obtained and billed accordingly.
10. **Billing:** Bills will be rendered monthly and shall be paid at the office of Columbus Light and Water or at other locations designated by Columbus Light and Water. Failure to receive bill will not release Customer from payment obligation. Should bills not be paid by due date specified on bill, Columbus Light and Water will send notification two (2) days after the due date to the customer of its intent to discontinue service. Ten (10) days from the date of the notification, Columbus Light and Water may discontinue service. Should the due date of bill fall on Sunday or holiday, the business day next following the due date will be held as a day of grace for delivery of payment. Columbus Light and Water will have a standard net payment period for residential customers of not less than fifteen (15) days, and for other classes of service of not less than ten (10) days, after the date of the bill. Columbus Light and Water may establish for any class of service a late payment charge of no more than five (5) percent for any portion of bill paid after the net payment period. Customers desiring to receive electronic bill presentation and electric termination notices must enroll in Columbus Light and Water's electronic notice program by completing the applicable form and consenting to its terms and conditions.

11. Discontinuance of Service by Columbus Light and Water: Columbus Light and Water may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violations of any of the provisions of the Schedule of Rates and Charges or of the Customer application or contract. Columbus Light and Water may discontinue service to Customer for the theft of electrical current, water or for the appearance of current theft devices on the premises of Customer. The discontinuance of service by Columbus Light and Water for any causes as stated in this rule does not release Customer from his obligation to Columbus Light and Water for the payment of minimum bills as specified in application of Customer or contract with Customer.
  - a. Extreme Weather Condition: Columbus Light and Water evaluates weather conditions daily at [www.weather.com](http://www.weather.com) for Columbus, MS 39701. In the event heat advisories are issued for Columbus or the temperature is expected to be below 32 degrees Fahrenheit over a 24 hour period, Columbus Light and Water will postpone the disconnection of service of residential customers scheduled for such disconnection due to non-payment. Where disconnection is postponed due to an extreme weather condition, the postponement will not extend beyond the extreme weather condition.
  - b. Medical Necessity: Upon Columbus Light and Water's medical necessity form, disconnection of service will be postponed for 30 days from the original scheduled disconnect date to allow customer time to make payment or alternative shelter arrangements. The medical necessity form must be completed by a medical doctor licensed to practice in the State of Mississippi certifying that the disconnection of electrical service would create a life threatening medical situation for the customer or other permanent resident of the customer's household. It is the responsibility of the customer to ensure that the form has been approved by Columbus Light and Water. A life threatening medical condition does not relieve a customer of the obligation to pay for services, including any late fee incurred or other applicable charges. Subsequent bills will be due as per the terms set forth in Section 10. Columbus Light and Water will only grant this postponement for termination one time per twelve month period. If full payment of the respective past due amount, including all late fees, is not received by the end of each 30-day postponement period, electrical service will be disconnected without further notice.
12. Connection, Reconnection, and Disconnection Charges: Columbus Light and Water may establish and collect standard charges to cover the reasonable average cost, including administration of connecting or reconnecting service, or disconnecting service as provided above. Higher charges may be established and collected when connections and reconnections are performed after normal office hours, or when special circumstances warrant.
13. Termination of Contract by Customer: Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days written notice to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Customer from any minimum or guaranteed payment under contract or rate.
14. Service Charges for Temporary Service: Customers requiring electric, water, and sewer service on a temporary basis may be required by Columbus Light and Water to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.

15. **Interruption of Service:** Columbus Light and Water will use reasonable diligence in supplying electricity, water, or sewer collection, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from, interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, blockage or interruption of mains, whether or not caused by negligence.
16. **Shortage of Electricity and Water:** In the event of an emergency or other condition causing a shortage in the amount of electricity or water for Columbus Light and Water to meet the demand on its system, Columbus Light and Water may, by an allocation method deemed equitable by Columbus Light and Water fix the amount of electricity or water to be made available for use by Customer and/or may otherwise restrict the time during which customer may make use of electricity or water and the uses which Customer may make of service. If such actions become necessary, Customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety and welfare. If Customer fails to comply with such allocation or restriction, Columbus Light and Water may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting service and charging additional amounts because of the excess use. The provisions of the Section entitled Interruption of Service of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.
17. **Fluctuations or Disturbances Caused by Customer:** Electric, water, or sewer service must not be used in such a manner as to cause unusual fluctuations or disturbances to Columbus Light and Water's systems. Columbus Light and Water may require Customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations or disturbances. Fluctuations and disturbances would include, but are not limited to, voltage fluctuations and abnormal withdrawing of water or discharging of sanitary sewer.
18. **Additional Load:** The service connection, transformers, water mains, sewer mains, pump stations, meters and equipment supplied by Columbus Light and Water for each Customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Columbus Light and Water. Failure to give notice of additions or changes in load and to obtain Columbus Light and Water's consent for same shall render Customer liable for any damage to any of Columbus Light and Water's lines or equipment caused by the additional or changed installation.
19. **Standby and Resale Service:** All purchased electric, water, or sewer service (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by Columbus Light and Water, and Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric or water service or any part thereof.
20. **Notice of Trouble:** Customer shall notify Columbus Light and Water immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity, water, or sewer. Such notices, if verbal, should be confirmed in writing.
21. **Non-Standard Service:** Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service. This includes, but is not limited to any voltage other than standard

voltages, or for the supply of closer voltage regulation than required by standard practice and fire protection requirements.

22. **Meter Tests:** Columbus Light and Water will, at its own expense, make periodical test and inspections of its meters in order to maintain a high standard of accuracy. Columbus Light and Water will make additional tests or inspections of its meters at the request of Customer. If test made at Customer's request show that the meter is accurate within two (2%) percent, slow or fast, no adjustment will be made in Customer's bill, and Columbus Light and Water's standard testing charge will be paid by Customer. In case the test shows meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made to Customer's bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by Columbus Light and Water. In the case of three phase metering, adjustment are subject to be made over a period not to exceed twelve (12) months.
23. **Relocation of Columbus Light and Water equipment:** Columbus Light and Water shall at the request of Customer, relocate or change existing Columbus Light and Water -owned equipment. Customer shall reimburse Columbus Light and Water for such changes at actual cost including appropriate overheads.
24. **Billing Adjusted to Standard Periods:** The demand charges and the blocks in the energy charges set forth in the rate schedules are based on billing periods of approximately one month. In the case of the first billing of new accounts (temporary service and other seasonal customers excepted) and final billings of all accounts (temporary service excepted) where the period covered by the billing involves fractions of a month, the demand charges will be adjusted to a basis proportionate with the period of time during which service is extended.
25. **Information to Consumer:** Columbus Light and Water will reasonably inform customers about rates and service practice policies by making such information available upon application for service and at any other time upon request. Columbus Light and Water, on request and subject to additional charges, will provide a statement of the monthly consumption for the prior months if it is reasonably ascertainable. Columbus Light and Water, as it determines appropriate, will utilize channels such as mail, newsletter, newspaper, radio, and television to inform customers about rates (both locally-initiated and initiated by TVA) and service policies. Furthermore, Columbus Light and Water will provide information regarding rates, service practice policies, dispute resolution processes, and guidelines to customers via the website and information including brochures and print media will also be available in our offices.
26. **Termination of Service:** Service may not be terminated for nonpayment of a bill except after affording the affected customer due process. Reasonable prior written notice (including notice of available rights and remedies) shall be given before termination of nonpayment. Customer can contact a Customer Service Representative at (662)328-7192 to review the Due Process Procedures for Disputed Bills which are printed on the back of these Rules and Regulations. Included in the due process procedures are steps that will be followed after a Request to Dispute Accuracy of Bill form is properly submitted. (A copy of the Request to Dispute form can be obtained from a Customer Service Representative.) Potential remedies are prefaced with an initial investigation and, if adverse decisions are rendered, follow up escalation steps up to and including initiation of the TVA Complaint Resolution Process.

27. **Scope:** This Schedule of Rules and Regulations is a part of all contracts for receiving electric, water or sewer service from Columbus Light and Water, and applies to all service received from Columbus Light and Water, whether the service is based upon contract agreement application, or otherwise. A copy of this schedule, together with a copy of Columbus Light and Water’s Schedule of Rates and Charges, shall be kept open to inspection at the offices of Columbus Light and Water.
  
28. **Revisions:** These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes when effective shall have the same force as the present Rules and Regulations.
  
29. **Conflict:** In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

## **DUE PROCESS PROCEDURES FOR DISPUTED BILLS** (4/1/15)

- I. Give customer written Request to Dispute Accuracy of Bill
  - A. Included in Request to Dispute Accuracy of Bill
    1. Contact name and phone number at main office
    2. Last day to pay to avoid termination
    3. Specific details of dispute by service type
  - B. Upon receipt of completed Request form
    1. Investigation by Columbus Light and Water personnel
    2. Findings and initial decision rendered to customer in writing within 5 business days
      - a) *If dispute is successful, amount of adjustment will be quantified and entered to account – net amount to be paid before termination date on Request form*
      - b) *If dispute is unsuccessful, pay bill before termination date on request form – See II.*
- II. Options if Unsuccessful Dispute from Investigation
  - A. Close request to dispute.
  - B. Escalate adverse decision rendered from initial investigation to General Manager (GM) for his review
  - C. Findings and follow up decision rendered to customer in writing
    1. If dispute is successful, amount of adjustment will be quantified and entered to account for offset against next bill
    2. If dispute is unsuccessful, see III.
- III. Options if Unsuccessful Dispute from GM Review
  - A. Close request to dispute
  - B. Escalate adverse decision from second review to Board of Commissioners.
    1. Request dispute to be placed on meeting agenda for the next regularly scheduled board meeting
    2. Board will review facts and render decision
  - C. Findings and follow up decision rendered to customer in writing
    1. If dispute is successful, amount of adjustment will be quantified and entered to account for offset against next bill
    2. If dispute is unsuccessful, initiate TVA Customer Resolution Process in 1 of 3 ways:
      - Email : [complaintresolution@tva.gov](mailto:complaintresolution@tva.gov) OR Call: 1-888-289-8409 OR [www.tva.com/complaintresolution](http://www.tva.com/complaintresolution)