

**CITY OF TUPELO WATER & LIGHT DEPARTMENT
RULES, REGULATIONS AND FEES FOR UTILITY SERVICE**

Collections & Billing Office....Tel. 662-841-6470, Fax 662-841-6471
Operations Office....Tel. 662-841-6460, Fax 662-841-6401

1. **APPLICATION FOR SERVICE**: Each prospective customer desiring service will be required to complete and sign a Tupelo Water & Light standard form of application for service or contract before service is supplied. Prospective customers are required to provide two (2) forms of identification including: at least one (1) picture identification and a copy of lease agreement, rent receipt or deed. In the event more than one person signed a housing lease agreement, valid ID's must be presented on all persons whose name is listed on the lease to secure utility services.

Acceptable forms of ID are a social security card, driver's license, voter registration card, passport, green card or other state issued ID.

Homeowners making application for utility services are required to provide a warrant deed or sales contract as proof of home ownership in order to receive the lower meter deposit rate.

Applicants with an old debt with Tupelo Water & Light Department will be required to pay all old debts in full prior to receiving utilities at a new service address.

The applicant must agree to pay for service as measured by the City's meter according to applicable rates. The applicant agrees to permit authorized agents of the City free access to the premises of the consumer for the purpose of inspecting, reading, repairing or removing property of the City.

The City shall have the right, but shall not be obligated, to inspect any installation before water and/or electric service is introduced, or at any time thereafter and reserves the right to reject any wiring or appliances not in accordance with City's standards. The inspection or failure to inspect or reject shall not be regarded as an insurance against defects in installation, wiring or appliances and shall not render City liable or responsible for any loss or damage, resulting from defects in the installation, wiring or appliances, or from violation of the City's rules and regulations or from accidents which may occur upon consumer's premises.

The applicant agrees that this application is subject to the City's Rules and Regulations, a copy of which is open for inspection at the office of the City, and that these Rules and Regulations are a part of this agreement. In the case of default of payment applicant agrees to pay any legal interest due, together with any collection agency costs and reasonable attorney fees incurred to effort collection on this account and any subsequent location.

2. **DEPOSIT**: Each customer is required to pay a meter deposit for each service. Meter deposits are refunded to residential customers who maintain a perfect pay record for a period of twenty four (24) months. Upon termination of service, deposits are applied to customer's accounts against unpaid bills of customer, and if any balance remains after such application is made, the balance shall be refunded to customer. Additional deposits may be required if service is discontinued for non-payment equal to two (2) months average billing on residential accounts.

Customers transferring service after a new deposit rate has been duly adopted shall be required to pay the new deposit rate if the customer has a poor payment record.

Commercial and Industrial customers will have the option of paying a cash deposit, posting a Utility Surety Bond, Letter of Credit from local bank, or filing a Certificate of Deposit with Tupelo Water & Light Department. All Certificates of Deposit must have the business name and Tupelo Water & Light Department

on the face of the certificate. Tupelo Water & Light Collections and Billing Department will be the custodian of all Utility Surety Bonds, letters of credit and Certificates of Deposit.

3. **POINT OF DELIVERY**: The point of delivery for electricity is the point, as designated by Tupelo Water & Light Department, on the customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be maintained by the customer. The point of delivery for water service shall be the customer side of the water meter. The point of service delivery for sewer shall be the sewer tap on the city sewer main.

4. **CUSTOMER'S WIRING STANDARDS**: All of the customer's wiring must conform to municipal requirements and accepted modern standards, including the requirements of the National Electrical Safety Code, the National Electric Code, and the City Electric Code.

5. **INSPECTIONS**: The Tupelo Water & Light Department shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced, or at any later time, and reserves the right to reject any wiring of appliances not in accordance with the Tupelo Water & Light Department's standards, but such inspection or failure to inspect or reject shall not render the City of Tupelo liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Tupelo Water & Light Department's rules, or from accidents which may occur upon customer's premises.

6. **UNDERGROUND SERVICE LINES**: Customers desiring underground service lines from Tupelo Water & Light Department's overhead power service system must bear the expense thereof. Specifications and terms for such construction will be furnished by Tupelo Water & Light Department.

7. **CUSTOMER'S RESPONSIBILITY FOR WATER & LIGHT DEPARTMENT'S PROPERTY**: All meters, service connections and other equipment furnished by Tupelo Water & Light Department shall be, and remain, the property of Tupelo Water & Light Department on its premises. In the event of loss or damage to Tupelo Water & Light Department's property, arising from neglect of customer to care for same, the cost of necessary repairs or replacements shall be paid by customer.

8. **RIGHT OF ACCESS**: The Tupelo Water & Light Department's identified employee 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 Tupelo Water & Light Department.

9. **BILLING**: Utility bills will be rendered monthly and shall be paid within ten (10) days from the date of bill at the Tupelo Water & Light Department Collection Office located at 320 Court Street, Tupelo, Mississippi. Failure to receive a bill will not release Customer from payment obligation. If the bill is not paid on time, the Tupelo Water & Light Department may at any time thereafter discontinue service. Bills paid on or before the final date of payment shall be payable at the net rates, which is the gross less late penalty (commercial accounts only) but thereafter the gross rates shall apply, as provided in SCHEDULE OF RATES AND CHARGES. Should the final date for payment of the bill fall on a weekend or holiday, the next business day following the final date will be held as a day for grace for delivery of payment.

10. **LATE NOTICE**: A late notice will be prepared on all Tupelo Water & Light service accounts that have not been paid by the due date on the bill. A three dollar (\$3.00) Late Notice Charge will be assessed to all accounts receiving a late notice. This notice will notify the customer of their disconnection date, which will be ten (10) days following the due date. A twenty five dollar (\$25.00) service charge will be added to all accounts disconnected for non-payment.

11. **DISCONNECTION FOR NON-PAYMENT**: The disconnection date on all accounts shall be ten (10) days following the due date. A late notice mailed to all customers with unpaid balances will notify customers of their disconnection date. A twenty five dollar (\$25.00) service charge will be assessed to all accounts

disconnected for non-payment. On all accounts requiring a lineman & bucket truck to disconnect, a one hundred dollar (\$100.00) service charge will be assessed. All service charges will be assessed to accounts subject for disconnect for non-payment at the time disconnect orders are picked-up by the Serviceman.

12. **DISCONTINUANCE OF UTILITY SERVICE**: Customers who desire to discontinue utility service are required to sign a disconnect form stating the date they desire the service to be discontinued and must give at least one (1) day notice to that effect. The Tupelo Water & Light Department may refuse to connect or may disconnect service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the SCHEDULE OF RATES AND CHARGES, or of the application of the customer or contract with the customer. The Tupelo Water & Light Department may discontinue service to customer for the theft of water or current or the appearance of water or current theft devices on the premises of customer. The discontinuance of service by Tupelo Water & Light Department for any causes as stated in this rule does not release customer from his or her obligation to Tupelo Water & Light Department for payment of minimum bills as specified in application of the customer or contract with the customer.

13. **SERVICE CHARGES FOR TEMPORARY SERVICE**: Customers requiring water and electric service for a period not exceeding sixty (60) days may be required by Tupelo Water & Light Department 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 other temporary Customers. Active customers, who have a history of paying promptly with no violation of these rules and regulations who are in need of temporary service, and who have previously paid a service deposit, are not required to pay another deposit.

14. **INTERRUPTION OF SERVICE**: The Tupelo Water & Light Department will use reasonable diligence to provide a regular and uninterrupted supply of electricity and water but, in case the supply of electricity or water should be interrupted, Tupelo Water & Light Department shall not be liable for any damages resulting from this interruption.

15. **VOLTAGE FLUCTUATION CAUSED BY CUSTOMER**: Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to the Department's system. Tupelo Water & Light Department requires each customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

16. **ADDITIONAL LOAD**: The service connection, transformers, meters and equipment supplied by Tupelo Water & Light Department for each customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Tupelo Water & Light Department. Failure to give notice of additions or changes in load, and to obtain consent for the same, shall render the customer liable for damage to any of Tupelo Water & Light Department's lines or equipment caused by the additional or changed installation.

17. **STANDBY AND RESALE SERVICE**: All purchased electric service (other than emergency or standby service) used on the premises of each customer shall be supplied exclusively by Tupelo Water & Light Department, and the customer shall not directly or indirectly, sell, sublet, assign, or otherwise dispose of, the electric service or any party thereof.

18. **NOTICE OF TROUBLE**: Customer shall notify Tupelo Water & Light Department immediately if the service is unsatisfactory for any reason, or should there be any defects, trouble or accidents affecting the supply of water or electricity. Such notices, if verbal, should be confirmed in writing.

19. **NON-STANDARD SERVICE**: The customer shall pay the cost of any special installation necessary to meet his or her particular requirements for service other than one standard voltage, or for the supply of closer voltage regulation than required by standard practice. The Tupelo Water & Light Department may, at its

discretion, provide and install the additional facilities on a fixed monthly rental basis in lieu of payment of cost by the customer.

20. **METER TESTS**: The Tupelo Water & Light Department will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. The Tupelo Water & Light Department will make additional tests or inspections of its meters at the request of the customer. If such tests show that the meter is accurate within 2%, slow or fast, no adjustment will be made in the customer's bill and the testing charge of ten dollars (\$10.00) per meter shall be paid by the customer. In case the test shows meter to be in excess of 2% fast or slow, an adjustment shall be made in the customer's bill over a period of not over thirty (30) days prior to date of such tests, and the cost of the test shall be borne by the Tupelo Water & Light Department.

21. **FILING AND POSTING**: A copy of the RULES AND REGULATIONS, together with a copy of THE TUPELO WATER & LIGHT DEPARTMENT'S SCHEDULE OF RATES AND CHARGES, shall be kept open to inspection at the office of Tupelo Water & Light Department.

22. **SCOPE**: These RULES AND REGULATIONS are a part of all the contracts for receiving water, electric and other utility service from the Tupelo Water & Light Department, whether the service is based upon contract, agreement, signed application or otherwise.

23. **REVISIONS**: These RULES AND REGULATIONS may be revised, amended, supplemented, or otherwise changed from time to time without specific notice to the customer. Such changes, when effective, shall be available at the Collection Office and shall have the same force as the present RULES AND REGULATIONS.

24. **CONFLICT**: In case of conflict between any provision of any rate schedule and these RULES AND REGULATIONS, the rate schedule shall apply.

25. **TAMPERING WITH METERS**: If Tupelo Water & Light Department finds that there is reasonable ground for believing that any meter or meters intended to measure or register the quantity of water, electric light or power has been tampered with as to alter the measured usage or that any electric seal is broken, a minimum administrative fee of one hundred dollars (\$100.00) will be assessed the meter holder. The customer may be prosecuted in municipal court notwithstanding the administrative fee.

26. **ESTIMATING BILLS**: In the event that Tupelo Water & Light Department is unable to or prevented from reading a customer's meters, then the Tupelo Water & Light Department may charge an estimated bill based on previous usage, an average or other reasonable basis; provided, however, that the estimated bill does not relieve the customer from financial responsibility during the period. After the meters are read, the Tupelo Water & Light Department will notify the customer of any adjustment and amounts owed.

27. **CATASTROPHIC LEAK**: In the event of a catastrophic water leak on the customer's property (beyond the point of delivery), the customer will be responsible to pay for all water meter charges, but the customer may request, in writing, an adjustment to sewer charges for the payment period covering the leak. The written request must be accompanied by documentation of the leak and the repairs, such as repair bills or a report from the professional contractor or plumber effecting the repair. Upon receipt of the request and proper documentation, the Tupelo Water & Light Department will promptly review the request, the customer's payment history and compliance with these Rules and Regulations. If the customer was in compliance, not in arrears in payment prior to the leak, and promptly repaired the leak, the Tupelo Water & Light Department is authorized to adjust the customer's sewage charges for the period covering the leak to an average sewer billing based on the prior twelve (12) months, or shorter period if a new customer. Tupelo Water & Light Department will not be obligated to make such adjustments if the customer has made more than one such request in a twenty four (24) month period or where the customer has persisted in failing to maintain the customer's water lines and system in good repair and working order.

28. **DEAD METER**: In the event that an electric or water meter malfunctions and dies, Tupelo Water & Light shall set a new meter at the residence or business. The Water & Light Department shall take meter readings covering a period of twenty four (24) hours for the purpose of estimating an electric or water bill. The prior history of seasonal usage shall be taken under consideration with the twenty four (24) hour reading to determine the bill. In the event that no consistent pattern is established, a second twenty four (24) hour reading shall be taken to determine a bill.

29. **RESIDENTIAL SERVICES**: Residential Customers of Tupelo Water & Light Department shall be limited to one (1) residential electrical service. All other electrical services shall be billed at commercial rates as defined in the General Power Schedule (GSA).

30. **TRANSFER OF SERVICE**: All residential customers making application to transfer utility services to a new service address are required to pay their active account to a zero (\$0) balance before a new service address can be established for that customer.

31. **RESIDENTIAL LATE PAYMENT AGREEMENTS**: Residential customers only are allowed to sign a "Late Payment Agreement". A "Late Payment Agreement" shall allow the customer seven (7) days beyond their scheduled disconnection date for nonpayment. All residential customers shall be limited to three (3) late payment agreements over a twelve (12) month period. New customers of Tupelo Water & Light Department are not allowed to sign a late payment agreement for the first six (6) months of service. Customers who fail to pay a "Late Payment Agreement" as agreed shall forfeit future rights to such agreements.

No customer shall be allowed to sign a "Late Payment Agreement" if Tupelo Water & Light Department is waiting on funds from service agencies on their active account. These agencies shall include, but not be limited to, Lift, Inc., Salvation Army, Safe, Inc., Department of Human Service and churches.

Only in extenuating circumstances will additional days and/or "Late Payment Agreements" be authorized with the approval of the Manager to assist customers in need.

32. **CUSTOMERS WITH SEVERE HEALTH ISSUES**: Special attention shall be given to customers with severe health issues when there is a power failure. All efforts shall be made to restore their services in a timely manner when such a failure occurs. Customers with medical devices powered by electricity shall provide Tupelo Water & Light Department with a letter from their medical doctor stating that their medical condition "requires electric current for the operation of said device". Letters from nurses, nurse practitioners or clinics are not acceptable. Customers with valid letters from their physicians shall not be relieved from their obligation to pay their monthly utility bill in a timely manner.

33. **DECEASED CUSTOMER ACCOUNTS**: In the event a customer of Tupelo Water & Light Department is deceased, the account can remain active in the deceased customer's name for a period not to exceed ninety (90) days. The widow or widower of the deceased can apply for a name change on the account with no additional deposits required. The widow or widower must apply for the name change in person and provide appropriate personal identification. Children, grandchildren or other relatives are not allowed to assume the account of the deceased and will be required to apply for the utility service in their name for the account to remain active.

34. **"ENERGY RIGHT" INCENTIVES AND REBATES**: Residential customers installing a new all electric "water heater" (minimum of 30 gallons) are eligible to receive a \$120.00 credit to their electric bill. Customer must provide Tupelo Water & Light Department with proof of purchase (copy of plumber's bill or supply house receipt). Also required is the model number, serial number and energy factor.

35. **DISPUTED BILLS:** Any customer who questions the amount or correctness of charges on their utility bill should contact the Customer Service Manager, Monday through Friday, 8:00 am to 5:00 pm. The Customer Service Manager is authorized to review disputed bills and correct errors if any exist.

SCHEDULE OF RATES AND CHARGES
Effective December 4, 2013

36. **The following Schedule of Customer Service Charges is fixed and established:**

Meter Connection Charge	\$20.00
Transfer Charge	\$20.00
Disconnection/Reconnection for non-payment	\$25.00
During regular hours, 8 am – 5 pm, M-F	
Reconnection after regular hours and weekends	\$40.00
Reconnection for CT (current transformer)	\$50.00
Metering service during regular hours	
Reconnection for CT (current transformer)	\$75.00
Metering service after regular hours and weekends	
Late Notice Charge	\$3.00
Penalty on all customers other than residential	5%
Meter Testing Charge	\$10.00
Minimum Charge for Theft of Electricity or Water	\$100.00
Bad Check Charge	\$30.00
Installation of underground primary electric lines	\$9.00 per foot
(In excess of 200 feet)	
Disconnection for non-payment requiring a	\$100.00
Bucket Truck	
Temporary Electric Service	\$65.00
Permit Fee – CT Meter Can	\$135.00

37. **The following Schedule of Customer Deposits is hereby fixed and established:**

<u>Residential Deposits</u>	<u>Renters</u>	<u>Homeowners</u>
Electric	\$250.00	\$100.00
Water	\$75.00	\$35.00

Commercial Customers are required to pay meter deposits equal to two (2) months average billing based on prior twelve (12) months service history.

Minimum Commercial Deposits are as follows:

Electric	\$400.00	Water 1" – Temporary	\$250.00 (Fire Plug)
Water	\$150.00	Water 2" – Temporary	\$500.00 (Fire Plug)

Tupelo Water & Light Department reserves the right to periodically review deposits and to add additional deposits to protect the City on accounts that have inadequate surety deposits or poor pay history.

38. **The following Schedule of Water & Sewer Tapping Fees is hereby fixed and established:**

Water Connection & Tap Charges
Inside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
3/4"	\$875.00	\$1,540.00
1"	\$1,075.00	\$1,650.00
1 1/2"	\$2,550.00	\$3,125.00
2"	\$3,125.00	\$3,700.00
3" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Water Connection & Tap Charges
Outside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
3/4"	\$1,050.00	\$1,750.00
1"	\$1,300.00	\$2,000.00
1 1/2"	\$3,075.00	\$3,775.00
2"	\$3,750.00	\$4,450.00
3" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Sewer Service Connection Charges
Inside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
4"	\$1,150.00	\$1,725.00
6"	\$1,300.00	\$1,875.00
8" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Sewer Service Connection Charges
Outside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
4"	\$1,375.00	\$2,075.00
6"	\$1,575.00	\$2,250.00
8" and Larger	**	**

** Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Meter Installation Charges
In Developments

Inside City Limits

<u>Size</u>	<u>Cost</u>
3/4"	\$450.00
1"	\$525.00

Outside City Limits

<u>Size</u>	<u>Cost</u>
3/4"	\$550.00
1"	\$675.00

Non-Metered Connection Charges for Existing Water System & Sprinkler Connections
Inside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
6" x 6"	\$2,700.00	\$3,275.00
8" x 6"	\$2,900.00	\$3,475.00
8" x 8"	\$3,200.00	\$3,775.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

Non-Metered Connection Charges for Existing Water System & Sprinkler Connections
Outside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
6" x 6"	\$3,300.00	\$4,000.00
8" x 6"	\$3,500.00	\$4,200.00
8" x 8"	\$3,900.00	\$4,600.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

Fire Protection Fees

<u>Size</u>	<u>Monthly Charges</u>
4"	\$10.00
6"	\$15.00
8"	\$30.00
10"	\$60.00
12"	\$100.00