CONSOLIDATED OPERATING PROCEDURES

and

SERVICE PRACTICES
of the

CITY OF WEST POINT
WATER AND LIGHT DEPARTMENT

ELECTRIC SYSTEM

Within the area assigned by law and agreements, the City of West Point has the exclusive right to serve customers with electric power. Generally, sixty cycle alternating current is available at secondary voltages of 120/240 volt single phase, 120/240 volt three phase delta, 120/208 volt three phase wye, and 277/480 volt three phase wye. Power is available upon request at primary voltages of 7200/12470 three phase wye. The City reserves the right to determine the voltage and phase to serve a specific installation, as outlined hereunder.

1. APPLICATION FOR SERVICE:

Each prospective customer desiring electric service must apply for said service at the office of the Water and Light Department. All applicable deposits and connection charges must be paid at the time service is applied for. Commercial customers whose demand exceeds 50 KW will be required to sign a contract before service is supplied.

2. POINT OF DELIVERY:

The point of delivery is the point, as designated by the Water and Light Department, on the customer's premises where service is to be delivered to the building or the premises. All wiring and equipment beyond this point shall be owned and maintained by the customer.

3. OVERHEAD DISTRIBUTION:

The City will furnish, install and maintain an overhead distribution system located on easements, dedicated streets or alleys at no cost to the customer. Extensions will be made anywhere within the Corporate Limit of the City as required to serve prospective customers. Poles and equipment set on private property for the convenience of the customer will be paid for by the customer.

4. UNDERGROUND DISTRIBUTION:

The City will furnish, install and maintain an underground distribution system (URD) on easements, dedicated streets or alleys if such a system is desired by the developer. The cost of the URD system will be borne jointly by the developer and the City. The City will contribute toward

the construction of a URD system an amount equal to an overhead system for the same area. The customer or developer shall bear all additional costs.

Installation of an URD system will be at the election of the City and under no circumstances shall an area have both an overhead system and a URD system. Generally, any area may have either an overhead system or a URD system, but not a combination of both.

The cost differential between an overhead system and an underground system shall be a computed differential based on an estimate. This cost differential shall be paid to the City Water and Light Department prior to the start of construction of a URD system.

5. ELECTRIC SERVICE (OVERHEAD):

The service entrance location, point of contract, and meter location will be determined by the City. Overhead Electric area lines and the electric meter will be installed, owned and maintained by the Water and Light Department.

6. ELECTRIC SERVICE (UNDERGROUND):

Underground electric service will be installed, owned and maintained by the City upon payment by the customer of the cost differential between underground service and overhead service. The service entrance, point of contract of service wire and meter location, will be determined by the City.

7. CONNECTION/RECONNECTION CHARGES:

There will be no connection charge to be paid by the customer at the time a new service is requested, except in the event that connection is made after normal working hours. The charge for connection of a service after regular hours shall be $30.00.

Customers who are disconnected for non-payment will be assessed a reconnection charge. Reconnection charges during normal working hours shall be $15.00.

Reconnection charges after normal working hours shall be $30.00.

8. CURRENT TRANSFORMER METERING CHARGE:

The following charges shall apply to all new customers applying for electrical service that required current transformer (C.T.) type metering. These charges shall also apply to customers who rework their service entrance so as to require new C.T. or primary metering facilities to be installed. Meter connection charges are not refundable and shall be paid prior to actual connection of the service.

Single phase meter loop (50 KW or less) with C.T. Metering	$ 150.00
Single phase meter loop (51 KW or more) with C.T. Metering	$ 325.00

Three phase meter loop with C.T. Metering	$ 650.00
Primary metering (all types)	$4000.00

9. DEPOSITS:

A cash deposit or other suitable guarantee will be required of each customer without regard to race, color, creed, sex, age, national origin, or marital status, before service is connected.

A cash deposit of one (1) month's estimated bill will be required of each residential customer before service is connected.

Deposits for other classes of customer shall be based on one month's average estimated bill. If the average estimated monthly bill is less than $1000.00, the deposit shall be made in cash. If the average estimated monthly bill is greater than $1000.00, the customer may post a payment bond with a corporate surety approved by the City of West Point in lieu of a cash deposit. In any event, the cash deposit or the payment bond shall be made before service is connected.

Upon termination of service, any cash deposit will be applied against unpaid bills of Customer, and if any balance remains after such application, said balance shall be refunded to Customer.

10. TEMPORARY ELECTRIC SERVICE:

Temporary electric service will be made available for customers who require power on a temporary basis. If adequate facilities are present where the temporary power is desired, the City will run a service wire to the customer's temporary meter pole and install a meter.

Temporary service under these conditions will be made available upon request at the office of the Water and Light Department and the payment of a $50.00 non-refundable service charge. Non-resident commercial customers will be requested to post a cash refundable deposit in an amount equal to one (1) months estimated bill.

If adequate facilities are not available for the City to provide temporary power to a customer, the City will provide the required facilities, upon request. The customer shall pay to the Water and Light Department the estimated cost of constructing and removing all the required facilities necessary for the provision of the temporary service.

11. CUSTOMER WIRING STANDARDS:

All wiring of structures must conform to City requirements and accepted modern standards, as exemplified by the requirements of the National Electric Safety Code and the National Electric Code. Electrical service will not be furnished to any customer until the wiring has been inspected and approved by the Building Official of the City of West Point.

12. INSPECTIONS:

The City shall have the right, but shall not be obligated to inspect an installation before service is introduced or at any later time and reserves the right to reject any wiring, plumbing or construction not in accordance with the City standards. Such inspection or failure to inspect or reject shall not render the City liable or responsible for any loss or damage resulting from defects in the installation or from accidents which may occur upon customer's premises.

13. CUSTOMER'S RESPONSIBILITY FOR CITY PROPERTY:

All meters, service connections, and any other equipment furnished by the City shall be and remain the property of the City. The customer shall provide a place for, and exercise proper care to protect the property of the City on his premises; and in the event of loss or damage to City property, arising from neglect of the customer to care for same, the cost of necessary repairs or replacements shall be paid by the customer.

14. RIGHT OF ACCESS:

Identified employees of the City of West Point shall have access to customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any and all equipment belonging to the City.

15. BILLING:

Bills will be rendered monthly and shall be paid in the office of the Water and Light Department.

Failure to receive a bill will not release Customer from payment obligation.

The due date for payment of the bill will be fifteen (15) calendar days after the day the bill is mailed to the customer.

Payments made after the due date will be subject to a late payment charge. The residential late payment charge will be computed as a charge of 5%, of the unpaid portion of the bill. The late payment charge for other classes of customers will be computed as a charge of 5%, on the first $250.00, of the bill plus 1%, of the bill exceeding $250.00.

Should the due date fall on a Saturday, Sunday, or holiday, the business day next following the due date will be held as a day of grace for delivery of payment.

Remittances received by mail will be considered paid by the due date if the incoming envelope bears the U.S. Post Office date of the date for final payment.

Partial payment of a bill will not be accepted.

Repayment, or reimbursement of any overbilling error will be made by the City of West Point Water and Light Department to the customer for all billing cycles in which the error occurred, for up to, but not more than the preceding twelve (12) month period, from the time the error is discovered.

If service is discontinued for non-payment of a bill, a reconnection charge of $15.00 will be paid, if reconnection is made during normal working hours. If service is reconnected after normal working hours, the reconnection charge shall be $30.00.

16. TERMINATION OF SERVICE:

Bills not paid by the twentieth day after the date of the bill shall be considered delinquent and subject to termination.

Written notice of termination shall be mailed to Customer with the final notice five (5) days prior to the scheduled date of termination.

The "CUT-OFF NOTICE" will include:

(a) Date of notice
(b) Customer's name and address
(c) Service account and account number
(d) Total amount due
(e) Notice that bill is delinquent
(f) Date service will be terminated
(g) Notice that Customer may request a hearing if the accuracy of the bill is disputed
(h) Notice that a reconnection charge will be applied if service is disconnected

Hearings on disputed bills will be held by appointment in the office of the Water and Light Department between the hours of 8:00 a.m. and 5:00 p.m. of any business day.

A Customer requesting a hearing has the right to examine the records of the Water and Light Department pertaining to that Customer's service, to have a representative present at the hearing, to testify, and to present witnesses.

Hearings will be conducted by a Hearing Officer duly appointed by the Manager of the Water and Light Department.

The hearing Officer will consider disputes of bills in which the accuracy of the bill only, is contested. The Hearing Officer will hear the evidence, render a decision in writing and shall promptly provide the Customer with a copy of such decision.

If the Customer believes the decision of the Hearing Officer is in error and request an appeal by noon of the following day, a hearing will be conducted by the Board of Mayor and

Selectmen on a date to be specified by the Board. The decision of the Board shall be final.

A Customer's service will not be terminated until an appropriate hearing is reached according to the above paragraphs.

The West Point Electric System uses the CodeRED emergency notification system, in the event of severe weather warnings such as, a hard freeze warning or an extreme heat warning issued by the CodeRED system for the service area of the City of West Point Electric System, where the termination of service could threaten the health of a customer, the City of West Point Electric System will postpone the disconnection of service of residential customers scheduled for such disconnection due to non-payment until such time as the severe weather warning has been lifted. This shall not be construed to mean that service will not be terminated under normal circumstances, even though it may result in financial hardship to a customer.

Customers with life threatening medical conditions may obtain a Medical Hardship and Life Support Notification form from the Offices of the West Point Electric System to be completed and signed by a medical doctor or nurse practitioner licensed to practice in the State of Mississippi certifying that the disconnection of electric 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 is on file with the West Point Electric System. A life threatening medical condition does not relieve a Customer from its obligation to pay for electrical service, including any late fees incurred or other applicable charges. Upon acceptance of the form by the West Pont Electric System, the disconnection will be postponed for 30 days from the original scheduled disconnection date to allow customer time to make payment or alternative shelter arrangements. The West Point Electric System will only grant this postpone for termination twice in a twelve month period for the life threatening medical conditions, and the postponements may be consecutive. If full payment of the past due amount, including all late fees, is not received by the end of the postponement period, electric service will be disconnected without further notice.

Service may also be terminated, without notice, for violation of any of the Rules and Regulations or the theft or appearance of theft of electric power and energy.

Service may be terminated upon receipt of a bad check for payment of a bill or deposit and shall be handled in the following manner:

(a) In addition to all other charges which may be made, a bad check charge of $30.00 shall be added to the customer's bill.

(b) If the check is received for payment of an initial deposit, the customer shall be called or their door tagged and a grace period of 24 hours shall be given in which to pick up the check. At the expiration of the grace period, service shall be terminated if the check has not been picked up. .

(c) If a bad check is received for payment of a bill prior to the penalty date and picked up AFTER the penalty date, the customer shall pay the gross amount of the bill and the returned check charge. The customer's account is to be considered unpaid, adjustment made to the customer's records, see (I) below, and a late notice mailed. Service may be terminated unless all charges are paid prior to cut-off.

(d) If a bad check is received for payment of a bill after late notices have been mailed, the customer shall be called once or his door tagged. The customer's account shall be adjusted as outlined in (I) below. Cut- off shall then proceed as normal if the account remains unpaid.

(e) If service is terminated because of a bad check, the customer shall pay the GROSS amount of the bill, the reconnection charge, and the return check charge, prior to service being restored.

(f) If a bad check is received for payment of a bill during the cut-off period or after service has been disconnected, service to the customer shall be terminated without notice and a second reconnection charge added to the account.

(g) Under no circumstances will a returned check be run back through the bank. Returned checks must be redeemed by the customer in cash.

(h) A list of customer's giving bad checks shall be made and kept up to date. Customers who give three (3) bad checks within a twelve month period shall be placed on a cash only status. Removal of customers from the cash only list shall be authorized only by the Chief Administrative Officer of the City. Cashiers will be expected to be familiar with the list.

(i) When a bad check is received by the Electric Department for payment of a utility bill AT ANY TIME during the billing and collection cycle, the customer's account shall be debited for the amount of the returned check, the penalty (if applicable) and the bad check charge. This adjustment shall be made THE SAME DAY THAT THE BANK NOTIFIES THE DEPARTMENT THAT THE CHECK IS BEING RETURNED FOR INSUFFICIENT FUNDS.

17. RETURNED CHECKS:

It is the policy of the City to be fair and consistent in accepting and cashing checks. Our operations do not include those normally associated with a bank of other financial institutions. The following policies and procedures are to be observed by cashiers and other city personnel authorized to handle money for the city.

1. The City of West Point will accept checks drawn on the personal account of individuals making payments to the City, unless the individual has demonstrated a

history of writing insufficient funds checks. Generally, persons who write three bad checks to the City within a twelve month period will be considered to be on a "Cash Only Status".

2. When a check is returned for insufficient funds, that person's account shall be considered unpaid. Applicable collection procedures and / or other approved actions are appropriate.

3. A returned check charge of $30.00 shall be applied to all returned checks.

4. Generally, two-party checks will not be accepted for payment of bills. The one exception is payroll checks of local businesses and nationally known corporations. Payroll checks of this nature will accepted when a customer is paying a bill. Two-party checks other than payroll checks SHALL NOT be accepted.

5. Checks will NOT be cashed for members of the general public for any reason. This shall include members of employee's family.

6. Checks drawn on the personal account of city employees may be cashed in amounts not to exceed $100.00. City employees who are authorized handle cash for the city SHALL NOT cash their own checks. Their checks may be cashed by another authorized employee. Checks drawn on the personal account of a city employee shall be deposited into the applicable city fund the day the check is written. Employees may not cash two-party checks made out to the employee. Returned checks on city employees shall be grounds for disciplinary action.

7. Violation of this policy by city personnel authorized to handle city funds shall be grounds for dismissal. And, if the violation results in financial loss to the city, the employee who commits the violation will be responsible for repayment of the loss.

18. INTERRUPTION OF SERVICE:

The City will use all reasonable diligence to provide a regular uninterrupted supply of current. However, in the event that the supply of current should be interrupted for any cause, the City shall not be liable from damages resulting therefrom.

19. VOLTAGE FLUCTUATIONS CAUSED BY CUSTOMERS:

Electric service shall not be used in such a manner as to cause unusual fluctuations or disturbances to the City's electrical system. The City may require a customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

20. ADDITIONAL LOAD:

The service connection, transformers, meters, and equipment supplied by the City for each customer have definite capacity, and no additional equipment or load will be allowed except by consent of the City. Failure to give notice of additions or changes in load, and / or to obtain the City's consent, shall render the customer liable for any damage to any installation or equipment of the City caused by the addition or changed load.

21. NOTICE OF TROUBLE:

The customer shall notify the Water and Light Department immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity.

22. STANDBY AND RESALE SERVICE:

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

23. NON-STANDARD SERVICE:

The customer shall pay the cost of any special installation necessary to meet his special or peculiar requirements for service other than standard voltages, or for the supply of closed voltage regulations other than required by standard practices.

24. METER TEST:

The City will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. The City 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 customer will bear the costs of such additional tests. In case the meter test shows that the meter is not accurate within 2%, slow or fast, and adjustment will be made in the bill for thirty (30) days prior to said test.

25. EASEMENTS:

Easements or rights-of-way satisfactory to the Water and Light Department will be required for any installation on private property.

26. STREET LIGHTS:

Street lights are a free public service furnished by the City of West Point and are designed

and intended to provide for the orderly flow of traffic on City streets. Street lights are not intended to provide area lighting for private property and will not be installed for that purpose.

27. CUSTOMER LIGHTS:

Outside customer lighting is available to those customers who may require additional area lighting on their premises. Customer lights are available in a variety of wattage and will be installed upon request of the customer. Charges for customer lights will be made in accordance with the schedule of rates and charges as may from time to time be in effect by agreement between the City of West Point and the Tennessee Valley Authority.

28. EQUIPMENT RENTAL:

Generally, the rental of equipment by the City to a customer or others will not be permitted.

29. INFORMATION TO CUSTOMERS:

Information on current service policies and current rates applicable to each class of customer will be made available to each customer upon application for service and at other time upon request.

Upon request, a customer may receive a statement of his monthly Kwh consumption and billing amounts for the prior twelve (12) month period. There will be no charge for this service.

Request for information may be made in person at the office of the Water and Light Department or by mail.

Customers will be notified of the availability of rate schedules, changes in rates, service policies, and Kwh consumption information by the most practical combination of:

(a) Public displays in locations where bills are paid.

(b) Advertisements in local newspapers.

(c) Public service announcements on local radio stations.

(d) Published on the City's Website – www.wpnet.org

30. SCOPE:

This schedule of Rules and Regulations and the Schedule of Rates and Charges is a part of all contracts and agreements for receiving electric service from the City whether the service is based on contract, agreement, signed application or otherwise.

31. REVISIONS:

These Rules and Regulations may be revised, amended, supplemented or otherwise changed from time to time. Such changes, when effective, shall have the same force and effect as the present Rules and Regulations.

32. CONFLICT:

In case of conflict between any provisions of any rate schedule or written contract and the Schedule of Rules and Regulations, the Rate Schedule or written contract shall govern

33.

TVA Complaint Resolution Process – In the case of billing disputes or other service issues, the customer is expected to resolve the dispute by notifying and working with the Distributor. If the dispute is not resolved, the Distributor will provide the customer with information regarding TVA's Complaint Resolution Process. Customers will be informed about the availability of the TVA Complaint Resolution Process upon application for service, at any time upon request, and through information provided on the Distributor's website or other technological means of communication, if available.
TVA provides regulatory oversight for your local power company's rates and service practices.

If you have an issue or complaint that you have not been able to resolve with your local power company, TVA's Complaint Resolution Process may be able to help.

There are three ways to begin the process:

- www.tva.com/complaintresolution
- complaintresolution@tva.gov
- 1-888-289-8409