

The logo for Columbia Power & Water Systems (CPWS) features the letters "CPWS" in a bold, blue, italicized sans-serif font. To the right of the text are three circular icons: a red circle with a white lightning bolt, a blue circle with a white water drop, and a green circle with a white satellite dish. Below the text and icons is a horizontal bar with a red top half and a blue bottom half.

CPWS
Columbia Power & Water Systems
RULES & REGULATIONS

May 2008

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COLUMBIA POWER & WATER SYSTEMS
 201 PICKENS LANE
 COLUMBIA, TENNESSEE 38401
 OFFICE HOURS: 7:00 A.M. – 5:00 P.M.
 MONDAY - FRIDAY

PHONE: 931-388-4833
 AFTER HOURS:
 POWER & WATER 931-388-5616
 CABLE & INTERNET 931-380-5711
 WEBSITE: www.cpws.com

A. DEPOSITS AND SERVICE CHARGES

SECURITY DEPOSITS

■ **Electric and Water**

● **Standard Residential ***

Deposit Required

Electric	2 times average monthly usage for the service address (Minimum \$200)
Water	2 times average monthly usage for the service address (Minimum \$30)
Rural Water	2 times average monthly usage for the service address (Minimum \$40)

*Customers allowing CPWS to check their credit rating through OnLine Utility Exchange, may have their deposits reduced to the following based on the customer's credit risk rating:

<u>Credit Risk Rating</u>	<u>Deposit Required</u>
Minimum Credit Risk	No deposit
Medium Credit Risk	One month's average usage for service address (Minimum \$100 electric deposit; Maximum \$200 electric deposit)
High Credit Risk	Two times average monthly usage for service address (Minimum \$200 electric deposit; Maximum \$400 electric deposit)

● **Standard Commercial and Industrial**

Electric	Approx. 2 months bill
Water	Approx. 2 months bill

■ **Broadband**

● **Standard Broadband Equipment * (Residential, Commercial and Industrial)**

Modem	\$ 50
Digital Converter	\$ 75
Digital Video Recorder	\$400
HD Digital Converter	\$350
HD Digital Video Recorder	\$575
Cable Card	\$ 75**

*Customers allowing CPWS to check their credit rating through OnLine Utility Exchange, may have their deposits reduced to the following based on the customer's credit risk rating:

<u>Credit Risk Rating</u>	<u>Deposit Required</u>
Minimum Credit Risk	No deposit
Medium Credit Risk	50% of the Standard Equipment Deposit
High Credit Risk	75% of the Standard Equipment Deposit

**All Customers are required to establish a deposit of \$75 per cable card, regardless of credit rating.

CONNECTION FEES

For new power or water service or transfer of power or water service from one address to another:

Electric	\$ 25.00
Water	25.00

Be sure that all faucets are closed. We cannot leave the meter on with water running. A \$25.00 service charge will be required for each trip after the initial cut on.

RECONNECTION FEES*

RESIDENTIAL	
8:00 A.M. to 5:00 P.M.	\$ 25.00
5:00 P.M. to 7:00 P.M.	40.00
7:00 P.M. to 8:00 A.M.	85.00
Saturday & Holidays 8:00 A.M. to 5:00 P.M.	60.00
All other times	85.00

COMMERCIAL AND RESIDENTIAL	
Requiring service department disconnection	\$ 105.00
Requiring crew disconnection 8:00 A.M. to 3:30 P.M.	150.00

*Reconnection fees are charged whenever service has been discontinued by CPWS for non-payment or a trip is made for the purpose of discontinuing service.

Both electric and water service must be contracted for, if available.

TAP FEES

NEW TAPS INTO CWS WATER LINES

INSIDE CITY LIMITS	
5/8" Meter	\$1,200.00
3/4" Meter	1,250.00
1" Meter	1,350.00
2" & Larger Meter (<i>Customer installs service, meter, etc.</i>)	1,500.00
OUTSIDE CITY LIMITS	
5/8" Meter	\$1,600.00
3/4" Meter	1,650.00
1" Meter	1,750.00
2" & Larger Meter (<i>Customer installs service, meter, etc.</i>)	1,500.00

SERVICE CALLS FOR CUSTOMER'S TROUBLE

ELECTRIC OR WATER

7:00 A.M. to 5:00 P.M. (Regular Hours)	\$ 25.00
All other times	50.00

OTHER FEES

Returned Check Charge	\$ 30.00
Meter Test Charge	25.00
Cut-In and Out in Same Name (within 2 weeks)	50.00
Special Service Call – Access to Facilities	25.00
Theft of Service or Meter Tampering	Actual Cost Incurred (Minimum of \$125.00)

ELECTRIC SERVICE CONNECTION FEES

OVERHEAD CONNECTION FEES:

Single Phase:	
100 amp or less	\$1.50 per foot/minimum of \$150.00
101 to 200 amp	\$2.00 per foot/minimum of \$200.00
201 to 400 amp	\$4.50 per foot/minimum of \$450.00
Three Phase:	
200 amp or less	\$3.00 per foot/minimum of \$300.00
201 to 400 amp	\$4.50 per foot/minimum of \$450.00
over 401 amp	\$6.00 per foot <u>per conductor</u> of span length/no minimum

UNDERGROUND CONNECTION FEES:

Single Phase:	
200 amp or less	\$5.00 per foot/minimum of \$250.00
201 to 400 amp	\$6.50 per foot/minimum of \$325.00
Three Phase:	
1000 amp or less	\$250.00
1001 to 1600 amp	\$350.00
1601 to 3000 amp	\$550.00
over 3001 amp	\$750.00

TEMPORARY CONNECTION FEES:

Overhead	\$150.00
Underground	\$150.00

WATER ENGINEERING FEES

INSPECTION FEE*	\$1.00 per foot
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*Inspection fees on public facilities will be based on the footage of the plans submitted to the Tennessee Department of Environment and Conservation. On private fire mains, the sprinkler contractor's plans will be used to determine the inspection fees. Fees must be paid prior to construction.

PLANS REVIEW FEE

1,000 feet or less	\$100.00
Over 1,000 feet	\$100.00 plus \$0.01 for each foot over 1,000 feet

B. PAYMENT OF BILLS

Columbia Power and Water Systems' bills may be paid at the following locations:

1. Main office located at 201 Pickens Lane
2. Night depository beside drive-in at main office
3. Mail to P.O. Box 379, Columbia, TN 38402-0379

In addition, you can have your bill paid automatically by bank draft each month. Please call us for further information.

You can also pay your bill using your credit card on our web page, by telephone or in person at our office. We also accept checks by phone or on our web page. Under State law, CPWS is allowed to collect a processing fee from our customers paying their utility bills with credit cards. This fee is equal to the fee charged to CPWS by a third party processor.

C. BILLING POLICIES

Each meter is read approximately the same date each month. This date may vary due to weekends and holidays. Bills are rendered about two (2) days later. Bills are due and payable upon receipt. Customers are allowed at least fifteen (15) days from billing date to render payment before a late payment penalty is added. If this date falls on a weekend or holiday, the next business day is allowed as a day of grace. Payments made after the late payment date will be subject to a late payment charge.

Accounts unpaid (including returned checks) twenty-two (22) days after bill date may be disconnected. Failure to receive a bill does not relieve the customer of the payment obligation. For customers with hardship or other special extenuating circumstances, special counseling is available to arrange a payment schedule.

Budget billing is available to customers with a twelve (12) month history at the same location.

A usage and billing history is readily available and will be supplied at the customer's request.

D. RETURNED CHECKS

Customers writing checks to Columbia Power and/or Columbia Water System, in payment of amounts due the systems, that are not honored by the financial institution drafted upon, are responsible for payment of their account within twenty-two (22) days after original bill date or will be subject to disconnection.

A returned check may be redeemed by cash being personally delivered to 201 Pickens Lane or deposit made to the account which is verifiable by telephone that the check will be honored when resubmitted. Any account on which a check is returned will have a returned check charge, as specified in the current rate schedules, applied to the account. Any penalty that would have been assessed the account due to late payment that was avoided due to the issuance of a returned check will also be added back to the account. If the check is not honored by the financial institution when resubmitted, the amount of the check, plus the returned check charge and late payment penalties will be added back to the account.

Additionally, customers having had more than three (3) returned checks in the last six (6) months may result in the refusal of the systems to accept a personal check in payment of their account. Acceptable alternatives include money orders, cashiers checks, and cash.

E. SERVICE TERMINATION POLICIES

A written notice of termination is mailed after an account becomes delinquent. This notice informs the customer of the amount due and any other charges. Also noted on the notice is the location for payment, the date by which payment must be made to avoid cut off, and instructions concerning a dispute of the bill.

F. READING OF METERS

Columbia Power and Water Systems meter readers will attempt to read your meter each month. Your bill will be mailed shortly after the reading is taken. The bill shows the day the meter was read, the current reading, and the previous month's meter reading. Since meter readings are not set back to zero, the meter continues to accumulate a record of your usage. If you believe an error has been made in your reading, please call us at 388-4833.

G. ACCESS TO CPWS FACILITIES ON CUSTOMER'S PREMISES

In order to conduct business, CPWS employees and/or agents must efficiently enter upon customer's premises for meter reading, installation or removal of meters, safety inspections, theft of service inspections, and other business reasons. This policy defines the customer's responsibilities for maintaining CPWS rights-of-access and defines CPWS procedures for handling situations of customer failure.

1. CPWS employees and/or agents shall have access to customer's premises at all reasonable times for business purposes.
2. Customers who obstruct CPWS access by construction of fences, locked entryways, covering metering facilities, or by allowing hostile animals to prevent access are in deliberate violation of the Service Contract and CPWS Rules and Regulations. CPWS will not give customers advance notice or be detained entry while performing its duties.
3. In the event the customer obstructs access by CPWS for routine (non-critical) work such as meter reading, the following guidelines apply:
 - a. CPWS employee will leave written notice (form) at the premises informing the customer of violation. CPWS will estimate energy and water usage, using judgment based upon experience. CPWS is not liable for mistakes or mis-reading in this event.
 - b. CPWS will bill customer accordingly.
 - c. CPWS will provide written notice to customer (account holder of the problem) and inform the customer of his/her responsibility. Customer will be informed that the problem must be corrected within twenty-one (21) days. Customer will be offered the opportunity to discuss/appeal the situation, and CPWS will document any discussion. Customer will be informed of the result of his/her appeal.
 - d. A re-read requested by customer or a special trip by CPWS is considered a "special service call" and customer will be charged a \$25.00 fee during normal business hours.
4. The "special service call" fee of \$25 is considered a part of the total bill, and any failure to pay the total bill will be handled under normal rules and regulations.

5. Nothing in this policy prohibits CPWS and customer from performing mutually agreeable service entrance modifications (at customer's expense) to accommodate access.
6. This policy does not apply to safety situations, theft investigations, etc. that absolutely require immediate CPWS access.

H. METER ACCURACY

Meters, like any mechanical device, wear out. CPWS tests meters regularly to insure accuracy in billing you for the services you use. If you have doubts about the accuracy of your meter, please call.

If tests made at the Customer's request prove the meter to be accurate within two percent (2%) slow or fast, no adjustment will be made in Customer's bill, and a testing charge will be paid by Customer. Should the test show the meter to be more than two percent (2%) fast or slow, Customer's bill shall be adjusted back to the point that the error can reasonably be determined to have occurred, but in no case more than thirty-six (36) months, and no meter test charge shall be assessed.

I. TREE TRIMMING

Most power outages on the electric system lines are caused by falling trees or limbs coming into contact with our power lines. Please help us keep power line routes free from these tree hazards. If you discover limbs or trees perilously close to power lines, please notify us at 388-4833.

J. REPORTING POWER OUTAGES

We are at your service 24 hours a day. In the event your power should go off, please call us at 388-4833 from 7:00 A.M. to 5:00 P.M. After this time and on weekends and holidays, you may reach us at 388-5616.

Before reporting a power failure, please check to see if the trouble is in your circuit breakers or fuses. When checking breakers, be sure to push the switch all the way off before returning it to the on position. If CPS service crews are dispatched to restore your power service, and the problem lies in your equipment, a service call will be charged and you will have to contact an electrician to have the problem corrected. If your power is still off, check whether your neighbors are also out of power and then call us at 388-5616.

K. REPORTING WATER OUTAGES

We are at your service 24 hours a day. In the event your water should go off, please call us at 388-4833 from 7:00 A.M. to 5:00 P.M. After this time and on weekends and holidays, you may reach us at 388-5616.

Before reporting a water outage, please check to see if the trouble is in your house or service line to the meter. When checking for a leak, start at our water meter to see if the meter hands are turning. If they are, you have a leak and should contact a plumber. If CWS service crews are dispatched to restore your water service, and the problem lies in your equipment, a service call will be charged and you will have to contact a plumber to have the leak fixed. If your water is still off, check whether your neighbors are also out of water and then call us at 388-5616.

L. METER TAMPERING

All electric and water meters are the property of Columbia Power and Water Systems. All meters are legally sealed for your protection and the protection of Columbia Power and Water Systems.

Civil liability and felony convictions may apply to violations of Tennessee Code Annotated sections 65-35-01 through 65-35-107 and 39-14-411 for anyone damaging or tampering with utility service or a meter or seal. It is a violation to attach any wire or other device which may permit the flow of unmetered or unauthorized electricity or water.

M. COLUMBIA POWER SYSTEM RULES & REGULATIONS

1. Application for Service: Each prospective Customer desiring electric service will be required to sign a standard service application form before service will be supplied by CPS. Commercial and Industrial customers will also be required to sign a service contract. Each prospective Customer of record must provide two (2) forms of positive personal identification upon application for electric service. Service will not be supplied by CPWS to any applicant: (a) who is then indebted to CPWS or (b) who, at the time of application, is a member of the household of a former Customer who is indebted to CPWS or (c) who was a member of the household of a former Customer when said indebtedness was incurred, except upon payment of such indebtedness.
2. Responsible Parties: All persons of legal age residing at a location receiving the benefit and use of electric power service supplied to that location by CPS will be held jointly and severally liable for payments for said electric services. Such payment liability will exist due to the knowledge of adults residing at said locations that such service is not free, and that each resident adult has benefited from said electric power service. Payment will be sought from these other responsible parties in the event that the Customer of record (Section 1) defaults on payment obligations.
3. Deposit: A deposit or other suitable guarantee may be required from each Customer of record before electric service is supplied. CPS shall have the right to set-off deposits against a customer's account(s). After fifteen (15) months of good payment history, residential customers may request that CPS reevaluate their credit rating for a possible reduction in their deposit. Upon request after one year's service, the amount of deposit on commercial accounts will be reviewed and any excess deposit will be refunded. Should

Customer's monthly billings regularly exceed the amount of deposit, CPS may require that an additional deposit be posted. Upon termination of service, CPS will apply Customer's deposit against unpaid bills of Customer. Any deposit balance remaining after such application will be refunded to the Customer. Residential deposits may not be transferred to another individual. Commercial deposits cannot be transferred.

4. Point of Delivery: The point of delivery is that point designated by CPS on Customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Customer at no expense to CPS. Service calls made by CPS in response to Customer's problems will require payment of a service fee by Customer.
5. Customer's Wiring Standards: All Customer wiring must conform to the National Electrical Safety Code, the National Electric Code, and CPS' wiring standards (available upon request). CPS will not supply service until Customer's wiring has passed an inspection made by a Tennessee Deputy Electrical Inspector or his agent.
6. Inspections: CPS shall have the right, but shall not be obligated, to inspect any installation before electricity is supplied or at any later reasonable time. CPS reserves the right to reject any wiring not in accordance with Section 5 above. Such inspection or failure to inspect or reject shall not render CPS liable for any loss or damage resulting from defects in Customer's wiring, from violation of CPS' rules, or from accidents occurring upon Customer's premises.
7. Contributions by Customer (Developer): CPS has policies governing its investments in new distribution facilities. In many instances the policies will require Customers or Developers to make a contribution-in-aid of construction. Copies of the specific policies addressing line extension, underground services, non-standard voltages or other special services are available upon request.
8. Customer's Responsibility for CPS' Property: Customer shall provide a space for and exercise proper care to protect CPS' meters, service connections, or other property installed on Customer's premises. In the event of loss or damage to CPS' property arising from Customer's failure to protect said CPS property, the cost of the necessary repairs or replacements shall be paid by Customer.
9. Right of Access: CPS' employees and/or representatives (or contractors) shall have access to Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, inspecting, or exchanging any or all equipment belonging to CPS.
10. Billing: Bills will be rendered monthly and shall be due and payable as of the bill date printed on each bill. Failure to receive a bill will not release Customer from payment obligation. If payment is not received by 5 p.m. on the final payment date (15 days after stated bill date) your account will be assessed a late payment charge as indicated on each bill. Should that final payment date fall on a non-business day, the next business day will be held as a day of grace for delivery of payment. CPS will mail second notices of payment due to all accounts unpaid seventeen (17) days after the bill date stating that accounts unpaid twenty-two (22) days after the bill date will be subject to disconnection of service.

11. Transfers of Unpaid Accounts: Balances due on terminated accounts may be transferred to any other accounts at which the same responsible parties receive electric service from CPS. If such transferred amounts remain unpaid, any and all active services of the responsible parties may be subject to termination.
12. Discontinuation of Electric Service: CPS may refuse to connect or may discontinue 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, the Customer's service application, or of Customer's service contract. CPS may discontinue service in the event of the theft of current or the appearance of a current theft device on the premises of the Customer. Discontinuation of service by CPS for any cause as stated in this rule does not release Customer from the obligation to CPS for the payment of minimum bills as specified in the Customer's service application or in CPS' contract with Customer.
13. Connection, Reconnection, and Disconnection Charges: CPS 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. Whenever service has been discontinued by CPS for non-payment or a trip is made for the purpose of discontinuing service, a charge will be collected by CPS to offset its costs for such action.
14. Termination of Contract by Customer: Customers who wish to discontinue service after fulfilling their contract terms should give at least two (2) days' written notice to that effect, unless the contract specifies otherwise. The provision of notice to discontinue service will not relieve Customer from any minimum bill or guaranteed payment required of Customer under any contract or rate schedule.
15. Requests for Temporary Service: Customers requiring electric service on a temporary basis will be required to pay all costs for installation and removal of CPS facilities used for such service.
16. Interruption of Service: CPS will use reasonable diligence in supplying electric service, 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, whether or not caused by negligence.
17. Shortage of Electricity: In the event of an emergency or other condition causing a shortage in the amount of electricity for CPS to meet the demand in its system, CPS may, by an allocation method deemed equitable by CPS, fix the amount of electricity to be made available for use by the Customer and/or may otherwise restrict the time during which Customer may make use of electricity and the uses which Customer may make of electricity. 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, CPS may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of the Section entitled Interruption of Service of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.

18. Voltage Fluctuations Caused by Customer: Electric service must not be used in such a manner as to cause fluctuations or disturbances to CPS' system. CPS may require Customer, at Customer's expense, to install suitable apparatus to limit such fluctuations.
19. Additional Load: The service connection, transformers, meters, and equipment used by CPS to meet Customer's electrical requirements have definite capacity limitations. No additional load may be connected thereto without the consent of CPS. Failure to give notice of additions or changes in load, and to obtain CPS' consent for same, shall render Customer liable for any damage to any of CPS' lines or equipment caused by the additional load or changed installation.
20. Standby and Resale Service: Electric service (other than emergency, Customer-generated or standby service) used on the Customer's premises shall be supplied exclusively by CPS. Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.
21. Notice of Trouble: Customer shall notify CPS immediately should electric service be unsatisfactory, or should there be defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.
22. Non-standard service: Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.
23. Meter Tests: CPS will at its expense make periodic tests of the accuracy of its meters, and will also test its meters at the Customer's request. If tests made at the Customer's request prove the meter to be accurate within two percent (2%) fast or slow, no adjustment will be made in Customer's bill, and a testing charge will be paid by Customer. Should the test show the meter to be more than two percent (2%) fast or slow, Customer's bill shall be adjusted back to the point that the error can reasonably be determined to have occurred, but in no case more than thirty-six (36) months, and no meter test charge shall be assessed.
24. Relocation of CPS Facilities: Any relocation of CPS facilities made at the Customer's request will only be done if the Customer agrees to reimburse CPS the total cost of such relocation, including the cost of labor, materials, and appropriate overheads.
25. Heat Pump Program: CPS, as part of its electric service, will arrange to make available funds to eligible electric customers for installation of heat pump systems. Eligible customers must sign repayment agreements under which the funds made available will be repaid to CPS. Monthly repayment amounts due for this service will be included as part of the electric bills from CPS. Except as otherwise agreed in the repayment agreement, the provisions of the section entitled "Billing" of the Schedule of Rules and Regulations shall apply to bills for the amounts made available by CPS as part of the heat pump program.
26. Scope: This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from CPS, and applies to all service received from CPS, whether the service is based upon contract, agreement, signed application, or otherwise.

Copies of this schedule, CPS' Schedule of Rates and Charges, and other CPS policies and procedures are available for public inspection at CPS' offices.

27. Revisions: These Rules and Regulations may be revised, amended, supplemented, or otherwise changed without notice. Such changes shall have the same force as the present Rules and Regulations.
28. Conflict with Rate Schedule: In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.
29. Coordination with Power Contract: These Rules and Regulations are intended to complement and supplement the provisions of the Power Contract agreement between Columbia and TVA. The Power Contract agreement, along with future changes or additions to that Power Contract, is to be part of these Rules and Regulations. In case of conflict between these Rules and Regulations and any provision of the Power Contract, the Power Contract shall apply.
30. Signage on Utility Poles: No signage, which shall include signs, posters, pendants, flags, banners, notices or advertisements capable of being placed or mounted upon a utility pole, nor any fastener or attachment shall be placed on any utility pole owned by or under the management of Columbia Power & Water Systems.
 - a. The General Manager of Columbia Power & Water Systems or his designee shall in his sole discretion designate those poles, if any, upon which signage may be placed.
 - b. The General Manager of Columbia Power & Water Systems shall have the right to remove or require the removal of any signage or fasteners as may be necessary to give effect to this Rule.
 - c. The Board of Public Utilities shall have the right at its discretion to establish attachment fees or require indemnification for any approved attachment to any utility pole.

N. COLUMBIA WATER SYSTEM RULES AND REGULATIONS

1. Application for Service: Each prospective Customer desiring water service will be required to sign a standard service application form before service will be supplied by CWS. Each prospective Customer of record must provide two (2) forms of positive personal identification upon application for water service. Service will not be supplied by CPWS to any applicant: (a) who is then indebted to CPWS or (b) who, at the time of application, is a member of the household of a former Customer who is indebted to CPWS or (c) who was a member of the household of a former Customer when said indebtedness was incurred, expect upon payment of such indebtedness.
2. Responsible Parties: All persons of legal age residing at a location receiving the benefit and use of water service supplied to that location by CWS will be held jointly and severally liable for payments for said water services. Such payment liability will exist due to the knowledge of adults residing at said locations that such service is not free, and that each resident adult has benefited from said water service. Payment will be sought from these other responsible parties in the event that the Customer of record (Section 1) defaults on payment obligations.

3. Deposit: A deposit or other suitable guarantee may be required from each Customer of record before water service is supplied. CWS shall have the right to set-off deposits against a customer's account(s). After fifteen (15) months of good payment history, residential customers may request that CWS reevaluate their credit rating for a possible reduction in their deposit. Upon request after one year's service, the amount of deposit on commercial accounts will be reviewed and any excess deposit will be refunded. Should Customer's monthly billings regularly exceed the amount of deposit, CWS may require that an additional deposit be posted.

Upon termination of service, CWS will apply Customer's deposit against unpaid bills of Customer. Any deposit balance remaining after such application will be refunded to the Customer. Residential deposits may not be transferred to another individual. Commercial deposits cannot be transferred.

4. Point of Delivery: The point of delivery is that point designated by CWS on Customer's premises where water is to be delivered to building or premises. All plumbing beyond this point of delivery shall be provided and maintained by Customer at no expense to CWS. Service calls made by CWS in response to Customer's problems will require payment of a service fee by Customer.
5. Inspections: CWS shall have the right, but shall not be obligated, to inspect any installation before water is supplied or at any later reasonable time.
6. Contributions by Customer (Developer): Copies of the specific policies addressing line extension or other special services are available upon request. Customers desiring potable water service in areas not already served by CWS will be required to extend CWS' water mains as specified by CWS as a condition for service.
7. Customer's Responsibility for CWS' Property: Customer shall provide a space for and exercise proper care to protect CWS' meters, service connections, or other property installed on Customer's premises. In the event of loss or damage to CWS' property arising from Customer's failure to protect said CWS property, the cost of the necessary repairs or replacements shall be paid by Customer.
8. Right of Access: CWS' employees and/or representatives (or contractors) shall have access to Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, inspecting, or exchanging any or all equipment belonging to CWS.
9. Billing: Bills will be rendered monthly and shall be due and payable as of the bill date printed on each bill. Failure to receive a bill will not release Customer from payment obligation. If payment is not received by 5 p.m. on the final payment date (15 days after stated bill date) your account will be assessed a late payment charge as indicated on each bill. Should that final payment date fall on a non-business day, the next business day will be held as a day of grace for delivery of payment. CWS will mail second notices of payment due to all accounts unpaid seventeen (17) days after the bill date stating that accounts unpaid twenty-two (22) days after the bill date will be subject to disconnection of service.
10. Transfers of Unpaid Accounts: Balances due on terminated accounts may be transferred to any other accounts at which the same responsible parties receive water service from

CWS. If such transferred amounts remain unpaid, any and all active services of the responsible parties may be subject to termination.

11. Discontinuation of Water Service: CWS may refuse to connect or may discontinue 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, the Customer's service application, the Cross Connection control plan, or of Customer's service contract. CWS may discontinue service in the event of the theft of water on the premises of Customer.

Discontinuation of service by CWS for any cause as stated in this rule does not release Customer from the obligation to CWS for the payment of minimum bills as specified in the Customer's service application or in CWS' contract with Customer.

12. Connection, Reconnection, and Disconnection Charges: CWS 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. Whenever service has been discontinued by CWS for non-payment or a trip is made for the purpose of discontinuing service, a charge will be collected by CWS to offset its costs for such action.
13. Termination of Contract by Customer: Customers who wish to discontinue service after fulfilling their contract terms should give at least two (2) days' written notice to that effect, unless the contract specifies otherwise. The provision of notice to discontinue service will not relieve Customer from any minimum bill or guaranteed payment required of Customer under any contract or rate schedule.
14. Requests for Temporary Service: Customers requiring water service on a temporary basis will be required to pay all costs for installation and removal of CWS facilities used for such service.
15. Interruption of Service: CWS will use reasonable diligence in supplying water service, 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 or otherwise unsatisfactory service, whether or not caused by negligence.
16. Shortage of Water: In the event of an emergency or other condition causing a shortage in the amount of water for CWS to meet the demand in its system, CWS may, by an allocation method deemed equitable by CWS, fix the amount of water to be made available for use by the Customer and/or may otherwise restrict the time during which Customer may make use of water and the uses which Customer may make of water. 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, CWS may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting water service and charging additional amounts because of the excess use of water. 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. Pressure Fluctuations Caused by Customer: Water service must not be used in such a manner as to cause fluctuations or disturbances to CWS' system. CWS may require Customer, at Customer's expense, to install suitable apparatus to limit such fluctuations.
18. Additional Load: The service line, meters, and equipment used by CWS to meet Customer's water requirements have definite capacity limitations. No additional demand may be connected thereto without the consent of CWS. Failure to give notice of additions or changes in demand, and to obtain CWS' consent for same, shall render Customer liable for any damage to any of CWS' mains or equipment caused by the additional demand or changed installation.
19. Notice of Trouble: Customer shall notify CWS immediately should water service be unsatisfactory, or should there be defects, trouble, or accidents affecting the supply of water. Such notices, if verbal, should be confirmed in writing.
20. Meter Tests: CWS will at its expense make periodic tests of the accuracy of its meters, and will also test its meters at the Customer's request. If tests made at the Customer's request prove the meter to be accurate within two percent (2%) fast or slow, no adjustment will be made in Customer's bill, and a testing charge will be paid by Customer. Should the test show the meter to be more than two percent (2%) fast or slow, Customer's bill shall be adjusted back to the point that the error can reasonably be determined to have occurred, but in no case more than thirty-six (36) months, and no meter test charge shall be assessed.
21. Relocation of CWS Facilities: Any relocation of CWS facilities made at the Customer's request will only be done if the Customer agrees to reimburse CWS the total cost of such relocation, including the cost of labor, materials, and appropriate overheads.
22. Scope: This Schedule of Rules and Regulations is a part of all contracts for receiving water service from CWS, and applies to all service received from CWS, whether the service is based upon contract, agreement, signed application, or otherwise.

Copies of this schedule, CWS' Schedule of Rates and Charges, and other CWS policies and procedures are available for public inspection at CWS' offices.
23. Revisions: These Rules and Regulations may be revised, amended, supplemented, or otherwise changed without notice. Such changes shall have the same force as the present Rules and Regulations.
24. Conflict with Rate Schedule: In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.