

**FANNIN WATER ASSOCIATION
2653 HIGHWAY 471
BRANDON, MS 39047
601-829-3343**

FANNIN WATER ASSOCIATION RULES AND REGULATIONS

The following rules and regulations have been adopted by the Board of Trustees of Fannin Water Association in addition to Fannin Water Association Bylaws, Fannin Water Association Newsletter and Developer's Application.

MEMBERSHIP

- A member must be the deed holder to the property within certificated area, filed a Fannin Water Users Agreement along with paid a deposit and membership fee. All property accounts will remain in deed owner's name.

Any bona fide water user who has applied for service by:

- New Installation: A user who has (1) paid an applicable water deposit and installation fee, (2) has met the approval of the Board of Trustees, and (3) is current with his account, is a member.

Meter Connection to Existing System:

- A user who (1) has paid the applicable user fee and water deposit and, (2) is current with his account is a member.
- If, within 30 days after meter is set and water service is available and continuously thereafter member does not either pay minimum monthly water bill or use the water at the metered rate, then the Association may remove the meter. Should water service from the Association ever be desired at a later date, the Association will collect for meter installation, service hook-up and whatever charges are then provided in its rules and regulations.
- No person otherwise eligible shall be permitted to subscribe for or acquire a membership of the Association if the capacity of the Associations water system is exhausted by the needs of its existing members.
- A member is entitled to only one voting privilege.
- A corporation has only one voting privilege but can designate (in writing) who they designate to vote.

BENEFITS AND DUTIES OF MEMBERS

SERVICE RULES AND REGULATIONS

- **AVAILABILITY:** Water service from the Fannin Water Association is available to all applicants in the certified service area subject to the Service Extension Policy of the Association and other duly approved fees, deposits, rules and regulations. Any and all water meters installed by the Association shall remain the exclusive property of the Association. (Refer to FWA Newsletter and Meter Pricing Sheet)
- **WATER METER POLICY:** All water meters installed in the service area of the Association are the property of the Association and do not belong personally to the respective water user. The Association, in its sole discretion, may determine on a case-by-case basis, the use and installation of the water meters that are used to provide water service to the members of the Association. It is the intention of this policy that the Association control the installation, removal, maintenance, etc. of the water meters in the Association service area. This includes but is not limited to location and/or placement. This policy is intended to better protect the assets of the Association and is at the discretion of the Board of Trustees of the Fannin Water Association.
- Meter deposits may not be transferred without a written conveyance from the member who paid the deposit. Deposit Transfer Policy forms are available at the Association office. This deposit shall be applied against unpaid bills of the member upon termination of service. Any balance remaining shall be refunded to the member. A (\$50.00) Transfer Fee will be charged if a member wishes to transfer their water service from one location to another within the system.
- Discontinuance of service will be at a time required by the member. If service is to be continued, the new member is responsible for coming to the office and setting up their own service. Meter service found "ON" where there is no deposit will be discontinued without notice. This is considered to be theft.
- **APPLICATION REQUIREMENTS:** Before water service may be rendered, a User's Agreement and Right-of-Way Easement must be signed and witnessed, or notarized if taken from the office. New water meter service must have written request five (5) working days prior to date of desired service. The Association shall collect user fees (maintain meter), as well as applicable deposits, in advance. The user fee shall be non-refundable.
- **WATER RATE POLICY:** The Board of Trustees will, at least annually, address the water rate schedule to determine if an increase is needed to meet current and projected expenses. If an increase is required, such annual change will take place in the next billing cycle after notification of the members. As part of the discussion concerning water rates and usage, the Board of Trustees will also address other possible sources of revenue as well.

GENERAL RULES AND REGULATIONS

- **POINT OF DELIVERY:** The point of delivery is the point, as designated by the Association, on member's premises where water meter is set. This point as a general rule will be by customer's driveway at road. This is for the convenience of maintenance and reading meters and is at the discretion of the Association. The member shall maintain all lines beyond this point of delivery. The liability of the Association ends with the brass coupling on the customer's side of the meter. The customer is liable for any leakage from the point where their piping attaches to the brass coupling. Each residential type building whether a single dwelling unit, a duplex, or multiple dwelling unit, shall be separately metered for water.
- When hydraulic analysis reflects inadequate water supply on a distribution main where a new water service is requested, the applicant must make all necessary improvements as required by the Association on the same basis as the Service Extension Policy.
- **DOUBLE HOOK UP:** A double hook up exists when there is more than one (1) dwelling or structure receiving water through one water meter. An independent dwelling or structure is defined as a stand-alone unit that is under its own roof. In the event of a double hook up, the water user will be notified, in writing, by the Association and given 30 days to disconnect the additional dwelling or structures that created the double hook up, or to apply for an additional water meter(s) from the Association. In the event that, after 30 days, the double hook up is still in existence, the Association reserves the right to lock the water meter and terminate water service to that user until the double hook up situation is remedied.
- Multiple commercial occupancy such as a strip mall will be separately metered and may be put under the business owner's name.
- Multiple residential dwelling units will stay in the owner's name also. For purposes of multiple dwelling units that are under a common roof, such as apartments, duplexes, etc., the user will be charged a base rate charge for each such unit in addition to the cost of the total water usage. In the event that the Association becomes aware that this situation has occurred, the user will be notified by mail and the additional charge(s) will appear beginning on the next billing cycle.
- The Association reserves the right to inspect for double hook ups and multiple dwelling units as needed.
- **RIGHT OF ACCESS:** The Associations employees have access to members premises at all reasonable times for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to the Association.
- **INSPECTIONS:** The Association shall have the right to, but shall not be obligated to, inspect any installation before water is introduced or at any later time as to extra users, for a possible cross connection, or any conditions detrimental to its present or future members. The Association reserves the right to disconnect any service until any potential hazard or possible violation has been remedied.

- **ASSET DAMAGE POLICY:** It is the policy of this Board that where any asset of the Association is damaged by someone other than an authorized agent of the Association, then that person or entity will be required to reimburse the Association for the cost to repair such damage. The cost to repair will include materials, labor, water loss, and any other factors deemed relevant by the Association. This policy is intended to better protect the assets of the Association and is at the discretion of the Board of Trustees of the Fannin Water Association.
- **MEMBERS RESPONSIBILITY FOR ASSOCIATIONS PROPERTY:** All meters, service connections, and other equipment furnished by the Association shall be and remain the property of the Association. Members shall provide a space for and exercise proper care to protect the property of the Association on the member's premises. In the event of loss of or damage to the Associations property arising from neglect of member to care for same, cost for necessary repairs or member shall pay replacement of property.
- **OBSTRUCTING ACCESS TO WATER FIXTURES:** No person shall obstruct the free access to any fire hydrant, stopcock or other fixture belonging to the Association and used in connection with its water mains by placing motor vehicles or other conveyances, stone, brick, lumber, dirt, or anything whatsoever so as to constitute an obstruction in the way of or impeding immediate access to any such fire hydrant or other fixture. If a person is found to have obstructed access the operator shall have the right, without notice, to immediately discontinue the water service of such person and/or charge costs for all resulting damages with costs to be reflected on the following month's water bill.
- Tampering with the Associations property will result in a member being charged two hundred fifty dollars (\$250.00) for the first offense and will continue to double for each consecutive offense within a 12 month period. Each new day constitutes a new separate violation. After first offense meter will be pulled, not locked.

BILLING

- Meters will be read within five (5) days before or after the 20th of each month and bills calculated at such a time will demand payment on the 10th of each month following. Bills will be rendered monthly and should be paid on or before the 10th of each month. Bills not paid by the 10th will be considered delinquent and a 10% late fee will be added to the bill.
- If the water meter fails to register during any month then the bill for water shall be estimated according to the average amount correctly registered during the previous three months in which water was registering, or the same as the first month's reading after the meter is reset, within the discretion of the Association.
- If any customers meter is not read during any month, consumer will be charged and required to pay the same amount as was paid for the previous month and when the meter is read, proper credit or debit adjustment will be made on consumers next bill.
- Special use meters such as, lawn irrigation, pools, etc. (for areas that have sewer) can be locked for the season to keep from paying the flat rate and unlocked for \$50 unlock fee when ready to use again.

PAYMENTS

- Failure to receive the bill will not release member from payment obligation. Payment is due by 10th of month. A 10% late fee will be added on the 11th. Should the final date for payment of the bill fall on a weekend or holiday, payment is due by the following business day. Remittance received by mail after the time limit for payment will be treated by the Association in the same manner. For the convenience of the members, a bill depository has been provided at the Associations business office where payments may be placed when the office is closed. However, any member using the depository does so at his own risk and must accept the Associations accounting for the amount received by the Association.
- For your protection, do not leave drop payments in the mailbox. Payments left in the mailbox will be picked up by the United States Postal Service.
- To assure proper credit to your account when paying your water bill:
In Person-Bring entire bill.
By Mail-Return right side stub.
Through Drop-Enclose right stub and payment in a sealed envelope.
- RETURNED CHECK POLICY: It is the policy of the Board of Trustees that in the payment of any fees or charges assessed against the members of the Association, that personal checks will be accepted. In the event that an Association member tenders three (3) personal checks to the Association that are returned for insufficient funds or any other reason that prevents immediate payment within a two (2) year period, that member will be required to make future payments by cash, certified check, money order or the like for a period of 12 months. At the end of that 12 month period, the member may resume making payments by personal check, but if during the next 12 months that member submits one (1) personal check that does not result in payment by the bank, that member will again be placed on a 12 month period of time where certified check, money order, or the like will only be accepted. As to each returned check, the member will be assessed a \$30.00 handling charge as well as reimbursing the Association for any fees charged by the bank in returning the member check. This policy is intended to better protect the assets of the Association and is at the discretion of the Board of Trustees of the Fannin Water Association.
- DISCONTINUANCE OF SERVICE BY THE ASSOCIATION: If a bill is not paid on or before the Cut Off date service will be discontinued. The Association shall not be liable for damages because of discontinuing service at any time after delinquent date. The discontinuance of service by the Association for any reason does not release members from obligations to the Association for payment of bills, and payment in full is expected before service may be rendered at any location throughout the system. Once cutoff list is given to the certified operator, the entire amount due must be paid in order for service to continue. No partial payments will be accepted.
- When a members service has been disconnected for non-payment, he must bring his water deposit up to date in accordance with the Service Rules and Regulations - Deposit, in addition to paying delinquent payments and a reconnection fee of (\$50.00) before service may be reconnected. No reconnections will be done after normal business hours.
- \$50.00 Reconnection fee: If service terminates at customer requests and customer decides to continue service before account is deleted from system.

TAMPERING WITH METERS

- If any person tampers with or in any way makes or attempts to make any improper use or adjustment of any water meter, stopcock, or service pipe, or attempts in any way to avoid payment of the proper amount due or to become due for the water obtained or to be obtained or used by such person or for his benefit, then in any of said events the certified operator shall have the right, without notice, to immediately discontinue the water service of such person and/or charge costs for all resulting damages with costs to be reflected on the following month's water bill.
- NOTE: Tampering with the Associations property will result in a member being charged two hundred fifty dollars (\$250.00) for the first offense and will continue to double for each consecutive offense within a twelve (12) month period. Each new day constitutes a new separate violation. After first offense meter will be pulled, not locked.

INTERRUPTION OF SERVICE

- The Association will endeavor to provide uninterrupted service to its members. Whenever practical, notice of an impending shut-down of service will be given to its members, but the Association reserves the right to shut-down any service at any time, in the event of emergencies, or required shut-downs, without notice. The Association shall not be liable for any damages or problems resulting from a shutdown.

NOTICE OF TROUBLE

- Members shall notify the Association immediately should there be any defects, trouble, or accidents affecting the supply of water.

ADJUSTMENTS

- Increased charges resulting from leaks are the responsibility of the water user. A once in a lifetime 50% adjustment can be given. Additional time may be given to pay if the Board is contacted by the water user and the Board approves such additional time.

RELOCATION OF SERVICE

- Relocation of water meters for the benefit of a member shall be at the expense of the member.

FLUSHING FIRE HYDRANTS

- Board policy regarding flushing/fire hydrants was developed with the advice of the Association's engineer. All water hydrants under Fannin Water Association are used for flushing. They can be used to help fill tankers/vats but not for pumbers. A pumper would cause a water line to

collapse. We do not have the size lines or storage capacity to allow individuals to put down hydrants in their yards. The Reservoir Volunteer Fire Department, our engineer's and the Water Association will work together to determine the best areas for fire hydrants to be installed.

- No person other than an Association employee engaged in the discharge of his duty shall turn on or operate any of the fire hydrants belonging to the Association. Fire hydrants or other fire protective devices shall be used only in case of fires, unless otherwise authorized in writing by the certified operator. Any water used by means of any such hydrant or device for any purpose other than the bona fide extinguishment or attempted extinguishment or control of fire shall be paid for at the quantity rates herein prescribed for retail meter consumers.

FILING AND POSTING

- A copy of these Rules and Regulations, a copy of the Associations Schedule of Rates and By-Laws shall be kept open for inspection at the business office of the Association.

SCOPE

- This Schedule of Rules and Regulations is a part of all contracts for receiving water service from the Association and applies to all service received from the Association, whether the service is based upon contract agreement, signed application, or otherwise and acceptance of service by a member will constitute agreement to the terms established therein.

DECISIONS OF THE BOARD OF TRUSTEES

- This Schedule of Rules and Regulations does not cover every conceivable condition or situation that may arise but only those of recurring situations where standardized policies and practices have been established. In all matters involving the exercise of judgment or discretion, the decision of the Board will be final; and the determination by the Board of all disputed questions of fact arising under these policies likewise shall be final.

REVISIONS

- These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time by a majority vote of the Board of Trustees. Such changes, when effective, shall have the same force as the present Rules and Regulations.

ADOPTION OF RULES AND REGULATIONS

- The provisions of this Schedule of Rules and Regulations were unanimously adopted by the Fannin Water Association's Board of Trustees and shall apply to all members now or hereafter receiving water service.

PAYMENT OF ATTORNEY FEES AND COURT COSTS

- In the event the Association, through the action of its Board of Trustees, decides to seek a remedy to a violation of the Rules and Regulations of the Association in civil court and then prevails in such action, the defendant/water user will be responsible for paying reasonable attorney fees, court costs, filing fees, and any other costs associated with enforcing the Rules and Regulations of the Association. Payment of such fees and costs is required in full before water service is provided to the defendant/water user.

SERVICE EXTENSION POLICY

- **APPLICATION OF POLICY:** The Service Extension Policy of the Fannin Water Association shall apply in those instances where the service in question is not readily available from a point on the existing system without a system extension.
- **APPLICATION FOR SERVICE:** In such instances the prospective member shall make written application for service, in which he shall state the quantity of water service desired and clearly define the point at which service may be extended.
- **ESTIMATE OF COST AND AVAILABILITY OF SERVICE:** The Association will estimate, or cause to be estimated, the cost of providing the service at the point requested, in order to consider the terms under which such service may be extended.
- **CONNECTION/IMPACT FEE:** It is the policy of The Board that when new service is provided to customers that has or will have an adverse impact on the existing system and its' ability to provide adequate water for its customers that a connection/impact fee or user fee may be implemented at the discretion of The Board of Trustees. This connection/impact or user fee may reflect the indirect costs of the water service and other such costs as the estimated loss of hydraulic capacity to the water system caused by the addition of the new Service.

INDIVIDUAL MEMBER OR DEVELOPERS RESPONSIBILITY

- Should any person(s) elect to construct a main extension or develop subdivisions water mains, he must follow all details specified in the Associations Contract and Agreement or Developers, process application. (Refer to Developers Application)

CONTRACT AND AGREEMENT TO SHARE COST AND EXPENSE OF WATER LINE INSTALLATION

- The intent of the Fannin Water Association is to provide water service to water users in a manner that will provide safe and adequate water for the potential customers within a proposed area without detriment to existing customers and with full approval of all governmental agencies having jurisdiction of the Fannin Water Association service area.

- By this agreement, the Water User(s) request that Fannin Water Association provide water service to the following described property in such quantities and amounts that comply with current Federal, State, and local regulations and Fannin Water Association and Water User(s) agree to comply with the provisions of this agreement as follows:

1. Legal Description of the Property to be Served: (attachments may be included)

2. Water Service Requested by the Water User(s):

3. Parties to the Agreement: Water Provider: Fannin Water Association Water User(s):

4. Consideration for this agreement: The above listed and the below signed parties all acknowledge that sufficient consideration exists to bind all parties to this agreement. Specifically, Fannin Water Association will supply the administrative support and planning and management of the proposed water line, as well as safe and adequate water for the potential water user(s) and the Water User(s) will reimburse Fannin Water Association for any and all expenses associated with planning, engineering, and installing the proposed water line.

5. Agreement of the parties, Fannin Water Association will:

- Furnish a preliminary estimate of cost for the provision of water service upon payment of a processing fee set out below and the submission of plans for the proposed service area.
- Water User(s) will: Provide the water association with plans and specifications for the proposed service in sufficient detail to determine the location of the proposed service area and layout of any lots or separate tracts of land. If the water user(s) does not elect to provide said plans and specifications, the then Water User(s) agrees to allow the Fannin Water Association to appoint a qualified engineer to provide the required plans and specifications at the Water User(s) expense.
- Water user(s) will: Obtain necessary approvals of the service from applicable Federal, State, and local regulatory authorities.
- Negotiate the installation of the water distribution facilities with qualified Contractors. -install water distribution facilities in accordance with the plans and specifications submitted to and approved by the Fannin Water Association.
- Be bound by this agreement for a period of 1 year from the State Department of Health (or other authorized agency) approval. An extension of time may be granted by Fannin Water Association on a year-to-year basis for Water User(s) making a good faith effort toward completing the development that is the subject of this agreement.
- Provide the Fannin Water Association with any and all rights of way and easements necessary to provide water service to the proposed area.

- Bear all costs of the provision of water service including indirect costs of the water service and such costs as the estimated loss of hydraulic capacity to the water system caused by the addition of the proposed are.
- Provide the Association a draft copy of the subdivision plat when first available and a final A filed copy of the subdivision plat within 10 days for filing same with the county.
- Provide the Association with a copy of the recorded protective or restrictive covenants associated with the subdivision being supplied with water from the Association.

Processing and Application Fee:

- To be used to defray the Fannin Water Association’s costs in performing the initial engineering and analysis necessary to provide the Water User(s) with a preliminary estimate of cost.
Fee: \$ _____

Impact Fees:

- If applicable, any impact fees imposed by the Association will be paid at the same time other water related fees are paid.

Additional Costs or Excess Funds:

- Any costs exceeding the Fannin Water Associations estimates shall be paid by the Water User(s) and any excess funds estimated for site and water costs shall be refunded to the Water User(s) at project completion.

Sequence of Events:

(This is provided for explanation purposes and is general in nature. See above for specific details):

- (1) Water User(s) makes application with Fannin Water Association for water service.
- (2) Water User(s) submits plans and specifications to Fannin Water Association for the proposed water service area and agrees to reimburse Association for use of their engineer.
- (3) Fannin Water Association determines the estimated amount of the Processing and Application fee required to perform the initial engineering and analysis necessary to provide Water User(s) with a preliminary estimate of cost.
- (4) Fannin Water Association determines the preliminary estimate of costs to extend water service to the area requested by Water User(s). If Water User(s) decides that it is too expensive to proceed with water service extension, then Water User(s) may withdraw their application and will forfeit any Processing and Application fees paid to date.
- (5) Water User(s) performs the contract work.
- (6) Fannin Water Association begins water service to the proposed area.

Attorney's Fees:

- The parties to this agreement agree to reimburse the other parties for any reasonable attorney's fees expended in the enforcement of this contract.

Addresses of the Parties (for mail delivery):

Fannin Water Association, Inc.
2653 Highway 471
Brandon, Mississippi 39047
(601) 829-3343

Water User(s) _____

Phone: _____

Phone: _____

The applicant agrees that they have followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.

We, the undersigned, have read and understand the provisions of this agreement and agree to abide by them in all respects.

WITNESS THESE OUR SIGNATURES, this the ____ day of _____, 20____.

Fannin Water Association: _____

By:

Water User: _____ Witness: _____

Water User: _____ Witness: _____