

ACL WATER ASSOCIATION, INC.
1182 HIGHWAY 43 S
PELAHATCHIE, MS 39145
PHONE (601) 546-2322
FAX (601) 546-2322

RULES AND REGULATIONS

I. MEMBERSHIP

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

1. “New Installation”: A user who has met the approval of the Board of Directors and (1) paid an applicable water deposit, (2) paid installation and user fees, (3) met application requirements and, (4) is current with their account, is a member.
2. “Connection to Existing Meter”: A user who (1) has paid the applicable water deposit, (2) paid user fees and, (3) met application requirements and, (4) is current with their account, is a member.

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.

II. SERVICE RULES AND REGULATIONS

ACL Water Association, Inc. rules and regulations shall be administered and enforced by the Association’s designated personnel. All appeals from the decisions regarding enforcement of these rules and regulations shall be made in writing to the Association’s Board of Directors. The Association’s Board of Directors has the right to grant exceptions and variances to these rules and regulations in special circumstances.

In all matters involving the exercise of judgment or discretion, the decision of the Association’s Board of Directors shall be final. The determination by the Association’s Board of Directors of disputed questions of fact arising under these rules, regulation, policies, and procedures likewise shall be final.

1. **AVAILABILITY:** Water service from the ACL Water Association is available to all applicants in the certified service area subject to the Service Extension Policy of the Association (section IV below) and other duly approved fees, deposits, rules, and regulations. All water meters installed by the Association shall remain the exclusive property of the Association

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.

1. **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 controls 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 Directors of the ACL Water Association.
2. **DEPOSIT:** A deposit of \$100.00 shall be required before service may be rendered to any member on property owned by person whose name meter is in, or on rental property whose name is listed on the rental agreement. This deposit shall be applied against unpaid bills of the member upon termination of service. Any remaining balance shall be refunded to the member.
3. Discontinuance of service will be at the time, within normal business hours, requested by the member. If service is to be continued later, the member is responsible for paying a water deposit and user fees. Meter service found "ON" where all applicable charges have not been paid will be discontinued without notice. This is theft and penalty punishable by law.
4. **INSTALLATION FEE:** The following service installation fees (non-refundable) shall apply in addition to the deposit:
 - Three-fourth inch water service (3/4") - three hundred twenty-five dollars (\$650.00) plus road boring, if necessary.
 - One inch water service (1") One-and-a-half inch (1½") or two-inch (2") water service will require approval by The Association's Board. The cost will be determined at that time.
5. **USER FEE FOR EXISTING INSTALLED METERS:** Eighty-five dollars (\$85.00) in addition to the deposit. This User Fee is non-refundable
6. **PROCESSING FEE FOR RENTAL PROPERTY:** Seventy-five dollars (\$75.00) in addition to the deposit and user fee. This processing fee is non-refundable.
7. **APPLICATION REQUIREMENTS:** Before water service may be rendered, a User's Agreement must be signed. The new water meter service requires five (5) working days prior to date of desired service. All applicable fees and deposits shall be paid in advance. All fees, except the deposit, are non-refundable.
8. **WATER RATE POLICY:** User charges are based upon and reflective of the actual operations, maintenance, replacement, and debt retirement costs of ACLWater Associations system. The Board of Directors will review each month an income statement reflecting the income and expenses for the past accounting period. This review will include a discussion of the income derived from current water rates and water usage as it relates to ongoing and expected expenses of the Association. If it appears that income is not sufficient to meet current and

expected expenses, water rates will be addressed. The Board of Directors will, at least annually, address the water rate schedule to determine if an increase is needed to meet current and projected expenses. This annual review will take place each year and if an increase is required, such annual change will take place in the next billing cycle after notification to the members. As part of the discussion concerning water rates and usage, the Board of Directors will also address other possible sources of revenue such as replacement of old water meters, preventing water loss, membership fees, water meter fees, expansion fees paid by others, etc.

III. GENERAL RULES AND REGULATIONS

1. **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 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 installations 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 units, 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.
2. **DOUBLE HOOK UP:** A double hook up exists when there is more than one (1) dwelling receiving water through one water meter. An independent dwelling 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. If, 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.

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. If 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.

3. **RIGHT OF ACCESS:** The Associations employees shall have the right to access to member's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to the Association.
4. **INSPECTIONS:** The Association shall have the right, but not the obligation, to inspect any installation before water is introduced or at any later time regarding 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.

- Cross Connections Prohibited – No customer of The Association shall make a physical connection between any waterworks facilities connected to The Associations water supply or any other water supply. A customer's private well, cistern, or other private water supply shall be physically disconnected from any plumbing facilities to be connected to The Association's water supply.
- Resale of Water Prohibited – All purchased water service (other than emergencies services) used on the premises of a customer shall be supplied exclusively by The Association, and the custom shall not directly or indirectly sell, sublet, assign, or otherwise dispose of the water service, or any part thereof.

5. **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 and costs will be reflected on the following month's water bill. This policy is intended to better protect the assets of the Association and is at the discretion of the Board of Directors of the ACL Water Association.
6. **MEMBERS RESPONSIBILITY FOR ASSOCIATIONS PROPERTY:** All meters, service connections, water lines, 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 negligence of the member, the member shall pay the cost for necessary repairs or replacement of said property. The member cost may be assessed to the customer's next bill.
7. **OBSTRUCTING ACCESS TO WATER FIXTURES:** No person shall obstruct the free access to any fire hydrant, stopcock, or other fixtures 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 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 member and/or charge costs for all resulting damages with costs to be reflected on the following month's water bill.
8. **BILLING:**
 - A. Meters should be read within 10 days before 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. Bills not paid in full by the 10th will be considered delinquent and a 10% late fee will be added to the bill.
 - B. 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.

C. If a member's meter is not read during any month, the minimum monthly usage and charge will be accessed. When the meter is read, proper adjustments will be made on member's next bill. If a meter reading is not received for two (2) consecutive months, the member will be charged a \$10.00 meter reading fee and the association will read the meter the third month.

4. **PAYMENTS:** Failure to receive the bill will not release member from payment obligation. Payment is due by the 10th of the month, or 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, the next business day following the final date shall be considered the delinquent date. 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 (drop box) 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/her own risk and must accept the Associations accounting for the amount received by the Association. 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 the entire bill or the right side, small stub.

By Mail: Return the right side, small stub.

Bill Depository (Drop Box): Enclose the right side, small stub, and payment in a sealed envelope.

10. **RETURNED CHECK POLICY:** It is the policy of the Board of Directors that in the event a member tenders two (2) personal checks within a 12-month period that does not result in immediate payment by the bank, that member will be required to make future payments by a cashier's check, money order, or cash 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 immediate payment by the bank, that member will again be placed on a 12-month period where a cashier's check, money order, or cash will only be accepted. As to each returned check, the member will be assessed a \$40.00 handling charge as well as reimbursing the Association for any fees charged by the bank in returning the member's check. This policy is intended to better protect the assets of the Association and is at the discretion of the Board of Directors of the ACL Water Association.
11. **DISCONTINUANCE OF SERVICE BY THE ASSOCIATION:** If a bill is not paid on or before the cutoff date of the 20th, the member will be assessed a thirty-dollar (\$30.00) delinquent fee and service will be discontinued and the meter will be locked.
 - A. A thirty-dollar (\$30.00) delinquent fee, in addition to the delinquent bill, must be paid at the business office after the 20th and prior to the operator locking the meter.
 - B. The Association shall not be liable for damages because of discontinuing service at any time after the cutoff 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 the cutoff date has passed, the entire amount due must be paid for service to continue. No partial payments will be accepted.

- C. When a member's service has been disconnected for non-payment, he/she must bring his/her water deposit up to date in accordance with the Service Rules and Regulations - Deposit, in addition to paying all delinquent payments and a reconnection fee of thirty dollars (\$30.00) before service may be reconnected. No reconnections will be done after normal business hours, weekends, or holidays. No meters will be locked on Fridays or holidays.

- 12. **TAMPERING WITH METERS:** If any person tampers with or in anyway 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 Association's 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 the first offense meter will be pulled, not locked.

- 13. **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.
- 14. **NOTICE OF TROUBLE:** Members shall notify the Association immediately should there be any defects, trouble, or accidents affecting the supply of water. Verbal notices should be confirmed in writing.
- 15. **WATER COMPLAINT OR GRIEVANCE POLICY:** A logbook for complaints and grievances will be kept accessible at the water association office for water users to log any complaints and grievances. This logbook will be reviewed by the Board at each monthly meeting and any complaints or grievances will be addressed.
- 16. **ADJUSTMENTS:** Increased charges resulting from leaks are the responsibility of the Member. Additional time may be given to pay if the Board is contacted by the Member and the Board approves such additional time.
- 17. **RELOCATION OF SERVICE:** Relocation of water meters for the benefit of a member shall be at the expense of the member and the placement approved by the Association.

18. FIRE HYDRANTS:

A. Board policy regarding fire hydrants was developed with the advice of the Association's engineer. A 4-inch line is only good for filling a tanker or hooking up a hose; a 6-inch line can use a pumper. We do not have the size lines or storage capacity to allow individuals to put down hydrants in their yards. The Volunteer Fire Department and the Water Association will work together to determine the best areas for fire hydrants to be installed.

B. 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.

19. **FILING AND POSTING:** A copy of these Rules and Regulations, a copy of the Associations Schedule of Rates, a copy of the Associations Technical Detailed Specification for Water Distribution System Expansion, and By-Laws shall be kept open for inspection at the business office of the Association.
20. **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.
21. **DECISIONS OF THE BOARD OF DIRECTORS:** 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.
22. **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 Directors. Such changes, when effective, shall have the same force as the present Rules and Regulations.
23. **ADOPTION OF RULES AND REGULATIONS:** Effective January 1, 2019, the provisions of this Schedule of Rules and Regulations were unanimously adopted by the ACL Water Association's Board of Directors and shall apply to all members now or hereafter receiving water service.
24. **PAYMENT OF ATTORNEY FEES AND COURT COSTS:** In the event the Association, through the action of its Board of Directors, 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.

IV. SERVICE EXTENSION/SUBDIVISION POLICY

1. **APPLICATION OF POLICY:** The Service Extension Policy of the ACL 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.
2. **APPLICATION FOR SERVICE:** In such instances the prospective member shall make written application for service, in which he/she shall state the quantity of water service desired and clearly define the point at which service may be extended
3. **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.
4. **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 an impact fee may be implemented at the discretion of The Board of Directors. This impact 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.”
5. **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.

April 1, 2023