

WALLERVILLE WATER ASSOCIATION, INC.

1534 CR 107

NEW ALBANY, MS 38652

662-534-4147

www.wallervillewater.org

CUSTOMER SERVICE POLICY

Schedule of Rules and Regulations

**In accordance with the original By-laws adopted on
December 12th, 1968 by Wallerville Water Association, Inc.**

Non-Discrimination Statement:

"In accordance with Federal civil rights law and the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

SUMMARY:

Mississippi Rural Water /Farmers Home Administration has been notified and approved water rate increases for our water system. New Rates are effective as of June 1st, 2015.

CHARGES / FEES / PENALTIES

Meter Installation (¾ inch**)- new service- home owner	\$	950.00 installation, membership & \$100 refundable deposit)
Meter Installation (¾ inch**)- - new service - business		950.00 (installation, membership & \$100 refundable deposit)
Water Tap Fee (Non-Refundable) - 1 inch meter		TBD* (installation, membership & \$150 refundable deposit)
Water Tap Fee (Non-Refundable) - 2 inch meter		TBD* (installation, membership & \$250 refundable deposit)
Service To Existing Water Meter - home owner		135.00 (membership, service fee, \$100 refundable deposit)
Service To Existing Water Meter - business		135.00 (membership, service fee, \$100 refundable deposit)
Service To Existing Water Meter - rental		185.00 (membership, service fee, \$150 refundable deposit)
Road Bore (any type)		To Be Determined
Membership Fee		10.00 (non-refundable)
Service Fee / Connection Fee		25.00 (non-refundable)
Returned Check Fee		40.00/ 50.00
Relocation of Meter		To Be Determined
Transfer Account Name (need written request)		10.00
Turn On / Turn Off Meter at customer request		25.00 each occurrence
Reconnection Fee for locked meters for non-payment		60.00
Recheck meter reading at customer request		20.00 (if reading is found to be correct)
Meter Installation for pulled meter due to meter/lock tampering		135.00 (plus meter tampering charge)
Meter Tampering /Damage/ Illegal Access to water system (will be charged with destruction of property)		100.00 plus cost of part, labor, court cost, attorney fees and any additional charges incurred

***Services not listed will be determined upon current cost of living rates.

**Meters requested larger than ¾ inch will be install at cost to the customer and in the future if the larger meter were to break, the water association will not be responsible for paying cost of replacing meter, this will be the customers responsibility.

REMINDER: Accounts are due and payable upon receipt. The penalty date on the bill is not the due date but the date a penalty charge will be added to your account. Any customer who has an outstanding balance from one billing cycle to the next is 30 days past due and will be disconnected at any time without notice.

You will notice that on the left hand side of your bill above the 'Past Due Amount Box' and at the 'end of the line with your service address and account number' there is a date printed. This date shows the day the bills were printed to be mailed.

RE-CHECK METER READING FEE:

Customer's will be charged (\$20) to have their meter recheck if the reading is proven to be correct, so checking and writing down the meter reading before calling the office is recommended. (last revised April 2015)

Board Members:

Kevin McBrayer, President of the Board	316-2120	Rickey Gaines, Vice President
Charles Sloan, Jr., 1st Vice President	538-8485	Mike McCord, Vice President
Ray Hall, Secretary of the Board		

Part-Time Employees:

Operator: David Boland	534-2021
Billing Clerk: Audrey Crane	534-4147

If you have any questions or complaints, please leave a message if no one answers. Your call will be returned as soon as possible.

662-534-4147.

WATER USAGE INFORMATION

A Guide to Determine Average Consumption

The following information gathered from a book entitled, Community Water Systems Source Book, by Joseph S. Ameen (S.M. Sanitary Eng)., and from Consumer Reports Magazine.

APPROXIMATE WATER USAGE- all estimates based on $\frac{3}{4}$ meter (Water usage may vary)

	Water Usage	Gallons
*	Filling an ordinary lavatory	1 $\frac{1}{2}$ gal
*	Filling a bathtub (about 4' deep)	30 gal
*	Taking an average shower	30 gal
*	Flushing the toilet	6 gal
*	Automatic washer	40 to 57 gal
*	Dishwasher	10 to 12 gal
*	Average Daily use per person	60 to 100gal
*	Washing an automobile	30 to 35 gal
*	Watering a lawn ($\frac{1}{2}$ " hose)	200 gal per hour

GALLONS OF WATER LOST DUE TO A LEAK

	Types of Waste	Gallons
*	Drip from faucet (about 30 drops/min)	54 gal/month
*	Drip from faucet (about 120 drops/min)	237 gal/month
*	Drip from faucet ($\frac{1}{2}$ " long)	1000 gal/month
*	Drip from faucet (1 $\frac{1}{2}$ " long)	2200 gal/month
*	Toilet overflow (undetected)	over 10000 gal/month

Small, continuous leaks will waste large amounts of water. In addition, leaks in hot-water lines will waste heat.

Leak Size	Loss Per Day(gals)	Loss Per Month(gals)
I	120	3,600
I	360	10,800
I	693	20,790
I	1,200	36,000
I	1,920	37,600
I	3,096	92,880
I	4,296	128,980
I	6,640	199,200
I	6,984	200,520
I	8,424	252,720
I	9,888	296,640
I	11,324	339,720
I	12,720	381,600

Comprehensive Customer Service Policy

Wallerville Water Association, Inc.

I. General Authority:

The Wallerville Water Association Board has unanimously passed a resolution addressing the herein-stated Customer Service Policy. The Wallerville Water Association Board has the ultimate authority and responsibility to ensure the financial health and stability of the Association. It is inherent that every Customer of the Association is treated in a fair and equitable manner and that each Customer pay for the services provided by the Association.

II. Definitions:

- A. **Association:** The Association refers to the member-owned public water system formally known as Wallerville Water Association.
- B. **Board:** The Board refers to the Directors of the Association that have been duly elected in accordance with the bylaws of the Association.
- C. **Customer:** Customer refers to any household or business that is receiving water supplied by Wallerville Water Association.
- D. **Service Connection:** Service Connection refers to the physical tap, line, curb stop, meter, and meter box supplied by and owned by the Association. Where the Customer is required to pay for the installation of the above-mentioned equipment and to pay a security deposit to use the Service Connection, The Association retains full ownership and control of the Service Connection. The Customer is benefited by being the sole customer who has access to the Service Connection.
- E. **Penalty Charge:** The Penalty Charge is a 30% assessment of the current balance that has not been received by within 10 days of the due date. Bills are mailed by the 15th of each month. The actual penalty date should be the 25th of each month, but has been extended to the 5th of the following month to benefit the customer.
- F. **Service Charge:** The Service Charge consists of one of two fees assessed if full balance of customer's account is not paid within 30 days. The first type of Service Charge is a Collection Fee. The Collection Fee is assessed if the Board, its employees or contractors has to physically go to a customer's resident to collect entire balance. The Reconnection Fee is assessed if the Service Connection is terminated for delinquency.
- G. **Delinquent:** A Customer's account is considered delinquent if any portion of the account is unpaid by the next billing cycle. (Bills are due and payable upon receipt...the bill print /mail date is on each months bill).
- H. **Terminate:** To Terminate a Service Connection is to actually lock or cup the Association's curb stop or to remove the Association's meter for the purpose of discontinuing water service to a customer.
- I. **Bad Debt:** A Bad Debt is a balance that is still owed on a customer's bill 30 days after the Service Connection has been terminated. Bad Debts will be collected through prompt lawsuit filings for the purpose of being awarded a judgment and garnishment of wages to reimburse the Association of legal expenses, court costs, and Bad Debt from the customer.
- J. **Theft of Water:** Theft of Water refers to any violation of MS Annotated Code 1972, Title 97, Chapter 25, Paragraph 3 which states that anyone who tampers with, including the adjustment or removal of locking devices on a utility meter shall be held in violation and will be subject to the fines and imprisonment contained in the law. The customer who is benefiting from Theft of Water will be held accountable, not necessarily the person that has removed or tampered with the meter lock. The Board will seek to prosecute any customer that is engaged in the Theft of Water.
- K. **Customer Grievance:** A Customer Grievance is an Informal complaint generated by an Association Customer and directed to the Association's Billing Clerk. The Customer must inform the Billing Clerk of any suspected error or discrepancy in the billing of the Customer's water usage. The Billing Clerk then investigates the Customer Grievance. The Customer and Billing Clerk must present evidence before the Board at the regular monthly Board Meeting.
- L. **Board Meeting:** The Wallerville Water Association Board conducts its regular monthly Board Meeting on the 1st Monday of each month. All meetings are open to the public, but anyone wishing to address the Board must notify a Board Member or employee or contractor of the Association at least one day prior to the Board Meeting.

- M. **Billing Clerk:** The Billing Clerk is contracted to provide Accounts Receivable Services including, billing, collecting, posting, and depositing all Customer payments. The Bank of New Albany has been designated as a payment point for the association.
- N. **Maintenance Superintendent:** The Maintenance Superintendent is responsible for all aspects of O&M for the Association and complying with SDWA and CWA regulations under the supervision of the certified operator of record.
- O. **Service Extension:** Any extension of the Wallerville Water Association existing facilities including the installation of meters / service connections or main line extensions.
- P. **Applicant for Service:** Any person or entity applying to Wallerville Water Association for new water service.
- Q. **Notice of Intent:** Is issued by the Union County Department of Health Environmentalist which is basically an affidavit of an individual promising to install the on-site waste water (sewerage) disposal system recommended by the Environmentalist. A temporary application and a final application must be returned to the water system.
- R. **Engineer:** A professional certified civil engineer with extensive experience in the hydraulic design and construction of potable water systems.
- S. **Certificated Area:** The delineated franchisee boundary established by the Mississippi Public Service Commission establishing Wallerville Water Association as the sole water utility provider within the service area.
- T. **Users Agreement:** A contractual agreement between applicants for water service and Wallerville Water.
- U. **Cross Connection:** Any potential hazard that exists past a customer's Service Connection that could introduce contaminants into the system's water supply. All cross connections shall have approved backflow / backsiphonage prevention devices installed at the service connection at the customer's expense.

III. Service Extension Policy: All Customers Are Responsible for his own meter. Damaged meters will be replaced at the customer's expense. Required meter sizes are determined by the maximum usage and need of the property.

- A. Meter Installations / Connections for Individual Applicants whose property intersects an existing water main:
 - 1. Applicants requesting water service to property where existing water mains are present either on the property or across a public road from the property and where a new meter installation is needed are required to complete the following procedures prior to the installation of a water meter.
 - 1a. Applicant shall first request that the Maintenance Superintendent confirm that an adequate sized water main exists either on the property where the service connection is to be located or across a public road from the property.
 - 1b. Upon confirmation of the location of the Wallerville Water Association water main on or near the property of the applicant's proposed service connection, the Applicant shall obtain a Notice of Intent from the MSDH Union County Environmentalist. (located at the Union County Health Department).
 - 1c. The Applicant shall then make arrangement to meet the Billing Clerk in order to execute the Users Agreement at which time the Notice of Intent shall become the property of Wallerville Water Association and the Applicant pays the applicable following fees:

All charges based on ¾ inch meter if not otherwise noted:

Membership Fee: (Non-Refundable Contributed Capital)	\$	10.00
Residential Security Deposit: (Refundable upon Termination of Services)		75.00
Rental Security Deposit: (Refundable upon Termination of Services)		150.00
Commercial Security Deposit - 1 User -(Refundable upon Termination of Services)		100.00
Commercial - Multiple User - RV Park - Deposit (one electric meter only)		
1 inch meter - 0- 10 connections (Refundable Upon Termination of Services)		150.00
2 inch meter - 11-20 connections (Refundable Upon Termination of Services)		250.00
Industrial Security Deposit:		N/A
Water Tap Fee (Non-Refundable Materials and Labor Costs of Installing Service)		425.00

Water Tap Fee (Non-Refundable) - 1 inch meter	TBD*
Water Tap Fee (Non-Refundable) - 2 inch meter	TBD*
Road Cut Fee: (Non-Refundable Extra Charge if Main is opposite property on dirt or gravel road)	*TBD
Road Bore Fee: (Non-Refundable Extra Charge if Main is opposite property on Paved county road)	*TBD
Highway Road Bore: (Non-Refundable Extra Charge if Main is opposite property on State /Federal Highway)	*TBD

- 1d. Within two weeks of the execution of the Users Agreement, Wallerville Water Association shall install the service connection and meter assembly within 10 feet of the road right-of-way or existing private easement nearest the water main.
2. Applicants requesting water service to property where existing water meters are present are required to complete the following procedures prior to completing a Users Agreement.
 - 2a. Applicant shall request the Maintenance Superintendent to inspect the existing service connection to ensure that all necessary equipment are in place prior to executing the Users Agreement.
 - 2b. If applicant has moved a Mobile Home onto the property of an existing water service connection, the Applicant shall first obtain the Notice of Intent from the MSDH County Environmentalist as outlined above in Paragraph 1, Line B.
 - 2c. The Applicant shall then make arrangement to meet the Billing Clerk in order to execute the Users Agreement at which time the Notice of Intent shall become the property of Wallerville

Water Association and the Applicant pays the applicable following fees:

Membership Fee: (Non-Refundable Contributed Capital)	\$	10.00
Residential Security Deposit: (Refundable upon Termination of Services less account balance)		75.00
Rental Security Deposit: (Refundable upon Termination of Services less account balance)		150.00
Commercial Security Deposit: (Refundable upon Termination of Services less account balance)		100.00
Commercial - Multiple User - RV Park - Deposit (one electric meter only)		
1 inch meter - 0- 10 connections (Refundable Upon Termination of Services)		150.00
2 inch meter - 11-20 connections (Refundable Upon Termination of Services)		250.00
Industrial Security Deposit:		N/A
Connection Fee/Service Fee: (Non-Refundable Labor Costs of Connecting Service)		20.00

B. Meter Connections requiring the extension of Water Mains:

Applicants requesting water service to areas where existing Wallerville Water Association water mains are not present are required to complete the following steps:

1. Obtain a Petition for Service from the Maintenance Superintendent and gather signatures of all individuals and entities who have property within the proposed service extension area who would also like to be connected to Wallerville Water Association. Or if it is only one person or entity requesting extension of service then refer to Line 3 below.
2. Upon the completion of the Petition for Service, the Applicant shall present said petition to the Board. If the Board determines that not all potential customers have been included in the Petition for Service, the Board may require a written explanation as to why these individuals or entities are not included.
3. The Applicant shall notify the board of the Engineer who will provide design and inspection services. The Applicant shall be responsible for all costs including engineering fees, construction costs, and attorney fees. Any extension outside of the certificate franchised area of Wallerville Water Association will require the Applicant petitioning the Mississippi Public Commission for a service area extension. All preliminary engineering plans shall be reviewed by Wallerville Water Association Board, its Certified Operator, and Engineer, and the MSDH, Division of Water Supply prior to approval to begin construction. Upon the Board's approval of the engineering plans and after the receipt of approval by MSDH Division of Water Supply's Planning Review Branch, The Board shall grant a Service Extension Agreement and

Notice of Intent to Purchase Water Line Extension. After terms and conditions of the Service Extension Agreement and Notice of Intent to Purchase are completed, the Applicant shall sale the extension final engineering plans, right-of-way easements and other required documentation to Wallerville Water Association for a sum not to exceed \$1.00.

- C. Extensions requiring system upgrades including the construction of new water wells, pumps, water lines, water mains, and / or tanks:

Any proposed extension that would require the upgrade of existing Wallerville Water Association facilities including its existing water mains, wells, pumps, tanks, or sewerage treatment facilities shall be included in the proposed project. Applicants who do not require federal / state funding assistance will be required to fully pay all costs including necessary upgrades to Wallerville Water Association existing facilities.

- D. Exceptions, Administrative Orders:

Wallerville Water Association can not extend service, connect existing meters for new service, or install new customers meter connections if the water system is near or over capacity and /or the MSDH has issued an Administrative Order prohibiting the extension, connection, or installation of new customer service. Only after Wallerville Water Association has complied with the conditions of such an Administrative Order, can the Board authorize the extension, connection, or installation of new customer.

IV. Collection Policy:

- A. Collection of Customer Water Payments:

1. BNA Bank has been contracted by Wallerville Water Association to receive and deposit customer water payments at the following address: Wallerville Water Association

C/o BNA Bank
PO Drawer 811
New Albany, MS 38652

"Payments may also be made in person at any branch of BNA Bank"

2. Customers of Wallerville Water Association should receive a current monthly statement detailing current and past due water charges on or shortly after the 15th day of each month. If a customer does not receive a monthly statement, it is the customer's responsibility to contact the Billing Clerk so that another bill or statement can be mailed. Failure to receive a monthly statement does not relieve the customer of any payment obligation nor prevent the Termination of a Service Connection.

OTHER FEES/CHARGES:

Returned Check Fee	\$50.00	Transfer Account Name	\$10.00
Relocation Meter	TBD	Turn On/Turn Off Meter	20.00
Customer Request -recheck meter for reading (if reading is found to be correct)			20.00

Grievances and Payment Extension Agreements:

1. Customer Grievance:

If a customer has a dispute regarding the current bill, the Customer is required to contact the Billing Clerk to inform him of the discrepancy. The Billing Clerk, after investigating the merits of the complaint will in turn notify the Customer of any findings. The Billing Clerk can not under any circumstances adjust a water bill. However, the Billing Clerk must report his findings to the Board on the First Monday of each month. The Board will act on testimony from both the Billing Clerk and the Customer at the Board Meeting and will make any adjustments accordingly. No Late Charges or Service Charges will be assessed after a Grievance has been filed. Upon a ruling of the Grievance by the Board, the Customer has 5 days to pay the balance in full. If the balance is not received by the Billing Clerk within 5 days of the ruling, applicable Late Charges and / or Service Charges will be assessed.

2. Payment Extension Agreements:

If a customer has a past due amount reflected on the bill that he receives, the Customer may appear in person before the Billing Clerk to file a formal Payment Extension Agreement provided that the Payment Extension Agreement is filed before the 5th of the month. The Payment Extension Agreement must stipulate full payment of both current and past due charges and applicable late charges before the end of the month. If the Customer does not pay full balance on or before the last day of the month, the Payment Extension Agreement becomes null and void. If the Customer has not fulfilled his promise to pay by the end of the month, the Customer will not be allowed to file another Payment Extension Agreement for one year. Furthermore, if a Customer has defaulted on his agreement to pay, the Service Connection

C. Proof of Payment:

1. If a Customer has a dispute regarding the proper credit and posting of a water payment, it is the Customer's responsibility to provide acceptable Proof of Payment. Proof of Payment may consist of one of the following:
 - 1a. Bank Canceled Check
 - 1b. Wallerville Water Association Payment Receipt- billing stub with teller number and date
(the yellow deposit slip is to be kept by the tellers for the Billing Clerk to pick up so payments may be posted to the correct account.)
 - 1c. Statement or Photocopy of Canceled Money Order from Company issuing money order. (A money order receipt is not proof that the payment was made. This receipt only proves you purchased a money order. It should always be retained in the event that a Customer needs to request a trace from the company issuing the money order.)
2. It is the responsibility of the Customer to notify the Billing Clerk of any discrepancy including an improperly credited or missing payment. The Billing Clerk will notify the Customer if he can not find or solve the problem. The Customer must appear before the Board and either provides Proof of Payment or request additional time to obtain proof. The undisputed portion of the water statement should be paid before the 5th day of the month.

V. Cutoff Policy:

A. Billing, Late Assessments, Cut-Off Notices:

1. Wallerville Water Association usually reads meters between the 29th and 2nd of each month after which time the Billing Clerk calculates the water statements and mails them no later than the 15th of each month. (allowing for postal travel, you should have your bill by the 18th of each month). The full balance shown on the statements are due and payable immediately after they are mailed. If your bill reflects a past due amount, your account is 30 days past due and water service will be disconnected. Failure for a customer to receive a water statement does not waive the customer's responsibility to pay all charges included in the statement nor is this grounds for reversal of late charges, services charges, or terminating services charges. (Accounts are to be kept current.)
2. A 30% late charge of the current balance will be assessed if payment is not received by the 5th day of each month. After the 15th of the month (the next billing cycle) the bills are 30 days past due.
(the 5th is not the due date, it is the last day before your account becomes delinquent.)
3. A cut-off notice is not required to be mailed. Full cutoff notice is printed on the back of each monthly bill. If a cutoff notice is mailed, and additional \$1.00 fee will be added to your account.
4. If a separate cutoff notice were mailed. Failure of a customer to remit full payment of all current and past due charges within five days of the cut-off notice being mailed will result in the customer's service being terminated.

Homeowners: If you sell your home and have an unpaid balance with the water system, water service will not be granted to the new homeowners until you have cleared your debt with us.

B. Delinquent Collections/Termination of Service:

1. If a Delinquent Customer has failed to pay his entire bill by the date shown on the Cut-Off Notice, the said customer must appear before the billing clerk to pay full payment of current charges, past due charges, late charges, deposit increase if required and service charges to include a \$50.00 Reconnection Fee. After full payment has been received, the Delinquent Customer can expect his Service Connection to be restored within 8 hours.
2. If a Delinquent Customer who has had his Service Connection Terminated but is receiving water through a meter that has had its locking device tampered with or removed, then the Board will file criminal Theft of Water charges against the customer. The Board will also immediately file a civil lawsuit against the Customer to seek a judgment to recover all current and past due water charges, late charges, service charges, charges for damage to the lock and / or meter, and any applicable court costs.

C. Bad Debts:

1. If a Delinquent Customer has not paid his full balance within 10 days after Termination of Service, the Billing Clerk shall apply the customer's security deposit to the balance, print a detailed transaction report for the customer's account over the last six months, and supply this report along with all copies of all correspondence to the customer since the meter has been terminated, the customer's address, social security number, place of employment and any other recorded information to the Board. The Board shall then have its attorney prepare a lawsuit to recover the unpaid balance as well as any other fees that the board or court deems necessary including but not limited to legal fees and court filing fee. (see *page 5)
2. If a customer owing a Bad Debt balance has had his / her deposit applied against the outstanding balance, the customer will be required to complete another water users agreement and post a security deposit equal to twice the amount of the applicable user class deposit.

VI. Implementation, Enforcement, and Amendments of the Customer Service Policy:

A. Implementation:

The Board for Wallerville Water Association has resolved to fully implement the Customer Service Policy by the 3rd of May, 2004. All employees, contractors, and designees of Wallerville Water Association will be charged with the responsibility of strictly adhering to the Customer Service Policy.

The Board shall also publicly post or distribute copies of this policy to the customers immediately.

B. Enforcement:

The employees, contractors, and designees of Wallerville Water Association shall enforce the Customer Service Policy. Every Customer of the Association will be required to be subject to the same Customer Service Policy. No preferential treatment of any Customer including members of the Board will be tolerated.

Approval:

Be it resolved,

That the Wallerville Water Association Board conducted the regular monthly business meeting on the 3rd day of May, 2004.

Furthermore,

That the board, acting upon a motion made and duly seconded, unanimously approved the Customer Service Policy contained herein the nine preceding pages.

Be it further resolved,

That the said policy will remain in force until such time that the Board of Wallerville Water Association resolves to amend said policy.

Isaac McCarter
Secretary of the Board

5/4/04
Date