

**HOPEWELL WATER ASSOCIATION
WATER USER'S AGREEMENT**

(To be executed only if the Applicant owes no previous debts to the Association)

This agreement, between the Hopewell Water Association, Lafayette County, MS, a nonprofit corporation, organized and existing under and by virtue of the laws of the State of Mississippi, hereinafter called the Association, and

_____, applicant for membership in the Association, hereinafter called the Applicant.
(Printed Name)

WHEREAS, the Applicant desires to purchase water from the Association and to enter into a water users agreement as required by the By-Laws of the Association.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Applicant certifies that he/she owes no debts to the Association. The Applicant agrees:

- a) To purchase water from the Association at a connection within the Association's franchise area or from an area approved for service by the appropriate State agency(ies);
- b) To comply with and be bound by the By-Laws of the Association and by the Policies and Procedures adopted by the Board of Directors;
- c) To give easements generally along property boundaries but as needed for the installation of water lines and to allow Association personnel unimpeded access to meters and, at reasonable times, to inspect all lines for leaks or any other problems;
- d) To pay herewith a Membership Fee and Connection Fee for each NEW connection (meter) desired by the Applicant;
- e) To release any claim against the assets of the Association upon termination of membership; and
- f) To pay all debts owed the Association by the applicant.

Upon execution of this agreement and payment of the MEMBERSHIP FEE herewith as prescribed by the Policies and Procedures, the Applicant may be accepted by the Board as a Member of the Association. The Association agrees to provide water to the Member's property until such time as the Member may request a temporary suspension of service or may resign from membership. The Association may limit or suspend service during periods of water shortage, equipment failure, construction, or other emergencies. The Association may also suspend service and/or terminate membership for violations of the By-Laws or the Policies and Procedures as specified therein.

IN WITNESS WHEREOF, we have hereunto executed this agreement this executed this _____ day of _____, 20_____.

New Member's Signature

Association Representative's Signature

Account #: _____

Billing Address: _____

Phone: _____

Meter 911 Address: _____

E-mail Address: _____

of Occupants _____

Landlord (if applicable)

Mail Address: _____

Phone: _____

Hopewell Water Association
P.O. Box 366, Oxford, MS 38655
hopewellwater@gmail.com
662-234-8940 • 662-801-8940
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If you would like to have your monthly payment automatically drafted the 10th of each month, please provide a blank check marked with VOID.

Document copies to New Member

- 1. Water User's Agreement
- 2. Policies and Procedures (Summary)
- 3. By-Laws (Upon Request)
- 4. Water Rates & Fees
- 5. Receipt for Payments
- 6. Meter Reader, Alan Ivy (662) 801-8940

Retained by Association:

- 1. This signed Water User's Agreement
- 2. Membership Fee and Other Payments
- 3. Copy of Receipt for Payments

**HOPEWELL WATER ASSOCIATION
POLICIES AND PROCEDURES SUMMARY**

The Hopewell Water Association, Lafayette County, MS, is a nonprofit corporation, organized and existing under and by virtue of the laws of the State of Mississippi, hereinafter called the Association, has established uniform policies and procedures guiding the conduct of its business of supplying water to residents of the Association's service area.

MEMBERSHIP: A person or entity desiring to purchase water from the Association must (1) pay all debts owed by him/her to the Association, (2) sign a water users' agreement as required by the by-laws of the Association, Article V. Section 1; (3) pay membership fee, (4) pay a connection fee when a new connection is required, (5) be in compliance with Mississippi Department Health waste water disposal policy and (6) pay required deposit.

SERVICE CONNECTION: Subject to (1) payment of any outstanding indebtedness due the Association from prior water service to the connection of the prospective member, (2) the availability of sufficient water capacity and (3) availability of Association water lines on the member's property or across a public road from said property; the Association shall activate an existing connection or install a new connection to provide water service to the member.

The Association shall install a cut-off valve and water meter generally near the member's property line at a point accessible for meter reading and inspection by Association personnel. The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system and shall determine the allocation of water to Members in the event of a water shortage.

Only one principal dwelling may be supplied from a connection (meter). Other connections may be provided for the convenience of a member with an additional membership deposit (fee) and connection fee charged for each meter required. The Member shall install and maintain at his own expense a service line, which shall begin at the Association's meter and extend to the dwelling and to any other portions of his/her premises. Any desired or necessary pressure reduction/regulation device shall be installed on the Member's side of the meter at the Member's expense and is the sole responsibility of the Member.

PAYMENTS: The Member shall pay for such water at such rates, time and place as specified by the Association. Discount rates for water usage are applicable and the NET amount shown on the bill will be due on or before the due date. The rates will increase by 10% if full payment of bill is not received by the due date of the GROSS amount shown on the bill will be due. The member is responsible for insuring that payments are received at the Association's post office box or delivered by special arrangement to the HWA System Manager.

A Member may pay more than the total amount of the bill and the excess will be carried as a credit to avoid payments each month until subsequent bills deplete the credit.

The failure of a Member to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

- A. **Incomplete payment by the due date of a water bill will result in loss of discount giving a 10% increase in the amount for water usage shown on the bill**
- B. **Water will be disconnected for water bills that are two (2) months past due. The disconnect date will be the 20th of the month following the due date of the current bill. An annotation on the water bill will serve as NOTICE of this pending action.**
- C. **An additional reconnection fee of \$50.00 and payment of the TOTAL amount due will be required to re-establish service after disconnect for non-payment of bills.**
- D. **The bank's charge for a returned check will be added to the member's account along with any penalty specified in (A) above. The water will be considered delinquent from the due date of the bill for which a valid payment would apply.**

VOLUNTARY SUSPENSION: A Member may request that his service be suspended for up to one (1) year and then re-establish by paying a reconnect fee of \$50.00.

TERMINATION OF MEMBERSHIP: If reconnect of service has not been arranged, termination of membership in Hopewell Water Association will occur six (6) months after water service is disconnected for non-payment. Termination of membership will be automatic and immediate for any attempt by the member to reconnect the service without authorization from the Association. Following termination of membership, the former member shall not be entitled to receive, nor the Association obligated to supply any water.

Any attempt by a non-member or former member to affect an illegal service of connection or to destroy HWA property will result in criminal charges for theft of water and tampering with Association property. Termination of membership does not remove the indebtedness due the Association. Any reconnection of service for the former member or for the dwelling or property where the indebtedness was incurred will be subject to all of the following: (1) Board approval, (2) Payment of all amounts due the Association (by cash or money order from the former member), and (3) a new membership fee.

<u>Usage in Gallons</u>	<u>Rate</u>	<u>FEES</u>	
0-2000	\$25.00	New Meter/Connection: HWA Cost	(\$700-\$2,500)
2001 or greater	\$4.00 per thousand	New Construction Impact Fee	\$2,000.00
		Membership/Deposit (Homeowner)	\$60.00
		Membership/Deposit (Renter)	\$100.00
		Reconnect Fee	\$50.00
		Returned Check Fee	\$30.00 (plus bank fee)

Hopewell Water Association

P.O. Box 366

Oxford, MS 38655

Phone: (662) 234-8940

If you wish to purchase water from Hopewell Water please do the following:

- Fill out the duplicate Hopewell Water Association Water User's Agreement and mail the white copy along with the membership and deposit to the above address.
 - For homeowners the membership deposit is \$60.00
 - For renters the membership deposit is \$110.00
- The yellow copy is for you to keep.
- By-Laws are available upon request.
- If you wish to pay by bank draft each month, send a voided check along with a note stating so.
- You have 10 days to get this sent in or the water service will be terminated. There is a \$50.00 reconnect fee if your service is cut off.

Any questions, please contact Alan Ivy at (662) 801-8940, or the above number.