

Hopewell Water Association, Inc.

P.O. Box 366
Oxford, MS. 38655

Rules, Regulations, Policies and Procedures

1. **Hopewell Water Association, Inc.** is a non-profit, consumer owned, waterworks utility corporation serving a portion of Northeast Lafayette County, Mississippi. The charter was approved in 1973 by the Secretary of State. Thereafter, the Association secured a long term, low interest loan from Rural Development for construction of a waterworks system and was granted a “Certificate of Public Convenience and Necessity” by the Mississippi Public Service Commission to operate a public water system in a specified area of Lafayette County.
2. **Hopewell Water Association, Inc.**, is owned by its membership. The membership consists of bona fide customers of the system who have paid all required membership and connection fees, been approved by the Association’s Board of Directors, and follow the Association’s rules and regulations.
3. **Purpose and Scope of Manual**
 - a. This manual of Hopewell Water Association, Inc., hereafter called the Association, is designed to outline the principal operating regulations, policies, and procedures of the Association. The rules and regulations set forth herein are a part of all contracts for receiving waterworks services from the Association.
 - b. These rules and regulations do not cover every conceivable condition or situation that may arise but only those of recurring situations where standardized policies and procedures have been established. The rules, regulations, policies, and procedures set forth in this manual may be amended from time to time by a majority vote of the Association’s Board of Directors.
4. **Administration and Enforcement of Rules and Regulations**
 - a. The Association’s rules and regulations shall be administered and enforced by the Association’s Board of Directors. The Board of Directors has the right to grant exceptions and variances to these rules and regulations in special circumstances. All requests for variances to these rules and regulations shall be made in writing to the Association’s Board of Directors.

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

5 Service Area Regulations and Minimum Levels of Service

- a. The Association's service area is regulated by the Mississippi Public Service Commission. The waterworks service area currently consists of approximately 17.9 square miles of land area in Lafayette County. The boundaries of these service areas are modified periodically in response to requests for service from new customers, land developers, and others. All service area changes must be granted by the Mississippi Public Service Commission in response to petitions files by the Association.
- b. In addition to the Mississippi Public Service Commission, the Association is subject to regulation by the Mississippi State Department of Health.
- c. The State Department of Health enforces regulations governing public water systems which primarily are concerned with maintaining the physical, chemical, and bacteriological quality of public drinking water supplies. The Mississippi State Board of Health also regulates, reviews, and approves the design of all improvements to public waterworks systems.
- d. The Lafayette County Board of Supervisors regulates, under the provisions of its "Land Development Standards and Regulations", the improvements installed by the Association in new county subdivisions.
- e. In general terms, the Association will meet the following minimum requirements.
 - i) **Availability of Service:** Public waterworks service from the Association shall be available to all applicants in the Association's certificated service area. Such service shall be provided by the Association in accordance with its "Service Extension Policy" upon receipt of all required membership and connection fees, meter deposits, and other required charges.
 - ii) **Water Supply:** The Association's water supply shall be safe, sanitary, and suitable for human consumption. The supply shall meet the requirements of the National Primary Drinking Water Regulations promulgated by the US Environmental Protection Agency. The Association shall maintain a water sampling and testing program to ensure compliance with these regulations.
 - iii) **Water Pressure:** The Association shall be able to supply a customer with pressure not less than 20 psi during a period of

maximum water consumption. Static water pressure generally should not exceed 80 psi.

6 Hopewell Water Association's Goals for Service

- a. The Lafayette County service area of the Association is a very rapidly growing area. The rapidly increasing population and building density mandates strong levels of public waterworks service. The Association's objective is, to provide increasingly high levels of safe, sanitary, and reliable waterworks service in keeping with the increasing needs of its service area.
- b. The Association's goals for service, outlines below, are long-range criteria, and it is anticipated that it will take the Association several years to achieve these goals for existing systems. All new developments will be required to comply with this criterion.
 - i) **Water Supply:** The Association's water supply facilities should be capable of supplying at least 110 percent to the peak daily demand of the system and at least 120,000 gallons to fire flow in any 24-hour period. Water wells should not be required to pump more than 12 hours per day to meet peak daily demands.
 - ii) **Elevated Storage:** The elevated storage tank with a combined capacity of at least 50 percent of the system's peak daily demand plus two hours of maximum fire flow should be distributed throughout the system.
 - iii) **Water Pressure:** Water pressure at all customer meters should be at least 40 psi during periods of peak consumption (not including fire flows). During fire fighting operations, water pressure should not drop below 20 psi.
 - iv) **Fire Protection:** The Association is **not** required by federal, state, or county regulations to provide fire protection services in unincorporated areas. However, due to the increasing density of development in Northeast Lafayette County and the escalating cost of fire insurance in areas without fire protection, the Association's Board has established a goal of providing "eighth class" or better fire protection waterworks capabilities throughout its service area. In keeping with this goal, fire flows of at least 500 gpm should be available within 500 feet of most homes in moderate density, single-family residential districts of the Association's service area. Fire flows of 1,000 to 1,500 gpm should be available with 400 feet of all high-density residential buildings and high value commercial, industrial, or institutional structures. All water mains shall be at least 8 inches in diameter.

7 General Rules and Regulations

- a. A copy of these rules, regulations, policies, and procedures shall be available for inspection by the membership of the Association and the public at the request to any Hopewell Water Association Board of Director within a reasonable amount of time. Copies of these regulations shall be made available to the Association's membership and the public for the price of reproduction. In addition to the rules and regulations set forth herein, the Association's Board shall maintain on file and available for inspection or reproduction copies of the following documents:
 - i) Water User Agreement
 - ii) Current schedule of membership fees, meter deposits, rates, charges, and other fees charged by the Association for public utility services.
 - iii) Maps depicting the Association's certificated area for water service.
 - iv) By-laws of the Association
 - v) Amendments to these rules and regulations or amendments to the Association's by-laws.
- b. **Application for Service or Membership** shall be made to the Association's management. Applications for service shall be submitted together with the required Water Users Agreement and all fees, deposits, and charges at least five working days before the service is desired. All requests for service other than that of a single-family residence shall stated the level and quantity of water desired (peak flow, minimum flow, average flow) and any special conditions required such as minimum and maximum pressures and related data. Applications for service and/or membership shall be accompanied by an executed copy of a "Water Users Agreement" and payment for all required fees and deposits.
- c. **Waterworks Point of Delivery** shall be the Association's water meter on or adjacent to the member's premises. Points of delivery shall be on or adjacent to public roads or private roads approved by the Association. All installations beyond this point of delivery shall be maintained by the member. All facilities upstream from and including the meter shall be the property of the Association and shall be maintained by the Association.
- d. **Separate Waterworks Meter Installations:** Each building or structure (including a mobile home) on a member's premises which houses a separate business operation shall be metered separately. In no case shall the member tie an extra user to his metered service. In general, any separate building or structure requiring a separate electric power meter shall be required to have a separate water meter.

- e. **Resale of Water Prohibited:** No member of the Association shall directly or indirectly sell, sublet, assign, or otherwise dispose of the Association's water supply except through a separate metered service installation provided by the Association.
- f. **Cross Connections Prohibited:** No member or water user of the Association shall make a physical connection between any water works facilities connected to the Association's public water supply and any other water supply. A member'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 before public waterworks services are connected.
- g. **Tampering with Association Property:** No member or other persons shall tamper with any part of the Association's system. This includes, but is not limited to, illegally tapping into water lines of the Association's system. Violations will fully be prosecuted of the law.
- h. **Separation of Waterworks and Sanitary Sewer Facilities:** No member shall install a water service line within ten feet of any sewer service line on his/her premises. Water service lines on a member's premises shall be at least 25 feet away from any septic tank drain field, pit privy, garbage pit, wastewater lagoon or other major source of contamination.
- i. **Complaints Regarding Service:** Members or customers shall notify the Association's management or board member immediately if waterworks services are unsatisfactory. All complaints shall clearly define the point of delivery of service and the problems being experienced by the member. The Association shall make a full and prompt investigation of all complaints.
- j. **Right of Access:** The Board of Directors and any Association employee shall have the right of access to the member's premises at all reasonable times for the purpose of reading meters; testing for infiltration and inflow; and other lawful duties of the Association. The Association shall have the right, but not the obligation, to inspect any members installation before water is introduced or at any later time in regard to extra users, cross connections of the Association's public water supply with a private water supply, or any other condition detrimental to the Association's present or future members.
- k. **Members Responsibilities for Association 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, if necessary, for the provision of

service. In the event of loss of or damage to the Association's property arising from negligence of the member, the cost for necessary repairs or replacement of said property shall be paid by the member.

l. Billing and Payment:

- i) The Association's water meters will be read monthly. Bills calculated from these meter readings will be rendered to each member by the first day of the following month and shall be payable by the 10th day of that month. Bills are due when received. Bills not paid by the 10th day of the month shall be considered delinquent and a 10% late charge will be added to the bill. 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 non-delinquent payment will be accepted without penalty by the Association if the incoming envelope bears a US Postal Service date stamp of the final date for non-delinquent payment, or any date prior thereto.
- ii) Checks returned for insufficient funds shall not be considered timely payment of bills. Checks returned for insufficient funds shall result in a \$34.00 additional charge added to the member's bill in addition to the 10% late charge.

m. Discontinuance of Service by the Association and/or Filing of Lien:

- i) The Association will lock any meter and discontinue service for any account over 40 days past due.
- ii) Members may request an administrative hearing with the Association's manager as to any discrepancy in his bill, providing the manager has been contacted three days prior to the deadline for discontinuance of service. The manager's decision may be appealed to the Board of Directors, provided such appeal is made within one day of the manager's decision. Service shall not be discontinued during the appeal process. The Board of Director's decision regarding payment of a disputed bill shall be final, and the Association may discontinue service within 24 hours of the Board of Director's decision if the member had not paid his bill in full. Service may be discontinued the day after the business manager's decision if such decision is not appealed in writing to the Association's Board of Directors.
- iii) In the event it is necessary for the Association to discontinue service to a member, a reconnection fee in accordance with the Association's current schedule of rates and charges shall be charged to the member in addition to all delinquent payments and late charges.

- iv) The Association shall not be liable for damages because of discontinuing service at any time after the 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 shall be required before service may be rendered at any location in the Association's certificated area.

- n. **Interruption of Service:** The Association endeavors to provide uninterrupted service to its members. However, interruptions often are inevitable due to accidents, power failures, equipment failures, and related factors. Whenever practical, notice of any impending shutdown of service will be given to members, but the Association reserves the right to interrupt service at any time, in the event of emergencies without notice. The Association shall not be liable for any damages or problems resulting from an interruption of service.

- o. **Water Meter Test:** The Association will at its own expense make periodic tests and inspections of its water meters to maintain a high standard of accuracy. The Association will make additional tests or inspections of its meters at the request of a member. However, if such test show that the meter is accurate within two percent (high or low), no adjustment will be made in the member's bill over a period of no more than sixty days prior to the date of such test and replacement of meter, and there shall be no charge for the meter test. In the event the test shows the meter is more than two percent (high or low), the customer will be charged for the test at the Association's cost.

- p. **Water for Special Uses:** Water for special uses may not be obtained under any circumstances (except fire protection) from fire hydrants or blow-off valves in the Association's waterworks system without a permit from authorized personnel of the Association. All water sold by permit for special uses shall be metered or otherwise estimated in quantity and paid for in accordance with the Association's current schedule of rates and charges.

- q. **Relocation of Water Meter:** Relocation of a water meter for the convenience and benefit of a member shall be at the expense of the member. The charge for such relocation shall be in accordance with the Association's current schedule of rates and charges.

- r. **Damage to Association's Facilities**
 - i) Any person or agency who damages the Association's facilities shall be liable for the full cost of repairs necessary to restore the facilities to pre-damaged condition. The repair costs shall include, but not be limited to labor, materials, equipment,

administrative costs, the cost of any lost water, and the cost of any unnecessary wastewater collection, transport, or treatment costs. The Association shall estimate the loss of water based upon the extent of damage, water pressure, length of time that facilities are leaking and related criteria.

- ii) All fire protection agencies and others taking water are required to make soft hose connections to the system. Any damage through utilization of the system for fire protection or consumption of water will be charged to the responsible party. They will be required to pay the full cost of repairs to restore the system to its pre-damaged condition.

8 Service Extension Policy: Public waterworks service is available to all applicants in the Association's certificated area under the terms and conditions of the Association's service extension policy. In general terms, it is the Association's policy that all new customers pay the full cost (both the direct and indirect costs) of the required service extension plus a reasonable impact fee to compensate the Association for maintaining excess capacity in its water system which is available to serve new customers.

a. Types of Service Extension

- i) The Association's service extension policy covers two basic types of service extensions. Service readily available from existing facilities and service not readily available from existing facilities.
- ii) Upon receipt of an application for service and/or membership, the Association will determine if service is or is not readily available from existing facilities. If service is readily available from existing facilities, the applicant's meter installation will be constructed by the Association at the point of delivery requested by the applicant or at another mutually acceptable point of delivery. The point of delivery shall, however, be in accordance with the provisions of these rules and regulations set forth herein. Excess capacity in existing facilities shall be available to new members on a "first come first served" basis.

b. Contribution in Aid of Construction

- i) If service is not readily available from existing facilities and improvements and/or extensions must be made to the waterworks system before service can be provided, the Association's engineer shall prepare a feasibility study and cost estimate for the required improvements. The engineer's cost estimate shall include the direct cost of building new facilities and the indirect costs (such as engineering design, testing and inspection; land acquisition; legal and administrative expenses; contingencies; and similar items)

required to undertake construction projects. The applicant for service shall be advised that a contribution-in-aid-of-construction deposit in the amount of the engineer's preliminary cost estimate will be required before service can be extended.

- ii) The engineer's preliminary cost estimate shall be based upon his best judgment regarding the improvements that will be required and the best information available regarding current construction costs. However, neither the engineer nor the Association guarantees or warrants that the proposed improvements required to provide adequate service to the applicant will be acceptable to the Mississippi Department of Health or that they can be constructed for the amount of the engineer's estimate.
- iii) When the applicant for service pays the estimated engineering cost and impact fees if applicable, the Association will direct the engineer to prepare detailed hydraulic analysis and construction plans and specifications for review and approval by state regulatory agencies. Upon approval of the plans, specifications, and hydraulic studies by said regulatory agencies, the Association will request either payment of the balance of the engineer's estimated contribution-in-aid-of-construction or the applicant can secure a letter of credit with a local bank designating the Association as the recipient of these funds. When payment is received or letter of credit established, the Association will secure proposals from licensed public utility contractors (or its own contract maintenance personnel) for the proposed work. The contract for the work will be awarded by the Association's Board of Directors to the contractor submitting the lowest and/or the best bid within the engineer's cost estimate.
- iv) If no acceptable contractor can be found that will perform the work for the amount of the engineer's estimate, the applicant for service will be advised that an additional cash-contribution-in-aid-of-construction will be required before notice to proceed with the work can be issued to the contractor submitting the lowest and/or best proposal. If, at this point, the applicant wishes to withdraw his application, he will be refunded his initial deposit with the exceptions of 80 percent of the engineering basic services fee which will be paid to the engineer.
- v) The Association shall maintain a separate account of each project requiring a contribution-in-aid-of-construction. All payments for work performed on the project shall be drawn

from this account. When all work is completed, any funds remaining in this account shall be refunded to the applicant.

c. **Rules for Service Extension:** General rules and regulations governing the extension of waterworks service in the Association's certified service areas are summarized as follows:

- i) All waterworks facilities upstream from a member's meter (including the meter and service installation) shall be the property of the Association. The Association shall bear the full burden of operating and maintaining these public facilities.
- ii) Public Facilities to be owned, operated, and maintained by the Association shall be designed by the Association's engineer of record. The engineer shall maintain "record drawings" of existing facilities, including an up to date hydraulic model of the waterworks system showing all vacant lots the Association is obligated to serve; short range and long range plans for future improvements; and related technical data necessary to operate, maintain, expand, and improve the system in an orderly and efficient manner.
- iii) The design of public improvement projects shall be in accordance with the requirements of and be reviewed and approved by the Mississippi State Department of Health.
- iv) Public improvement projects shall be built by a licensed public utility contractor. Contractors shall be required to post a payment bond and a performance bond in the amount of 100 percent cost. The performance bond shall include a one-year warranty against defects in materials and/or workmanship.
- v) The Association's engineer of record will inspect and test construction in progress of all public improvement projects. When construction is completed in substantial conformity to the plans, specifications and contract documents, the engineer will recommend approval of the work to the Association and advise the state regulatory agencies of project completion.
- vi) New water mains shall be at least eight inches in diameter, except that short sections of pipe serving less than five single family dwellings or lots on dead-end streets may, at the discretion of the engineer, be six inches in diameter if said dwellings or lots are within 500 feet of a fire hydrant.
- vii) In new subdivision developments, standard AWWA approved fire hydrants shall be installed at intervals of approximately 500 feet. The residential subdivision water distribution system shall be designed to provide fire flows of 500 gpm to each hydrant at a residual pressure of 20 psi.

- viii) Commercial developments will be required to meet the standards of the governing fire protection agency.
- d. **Impact Fees:** Impact fees will be charged to offset the cost of residential and business construction absorbing capacity of the system. The standard impact fee will be set by the Board of Directors for single dwelling, residential homes. All other impact fees will be based on the size of the potable water service lines as compared to a residential line. The table below indicated the multiplier for various size commercial lines.

<u>SERVICE LINE INCHES</u>	X <u>RESIDENTIAL FEE</u>
0.75	1
1.00	1
1.25	2
1.50	2
1.75	3
2.00	4
3.00	9
4.00	16

Other criteria for impact fees:

- i) The standard impact fee will be \$2000.00 for each single-family dwelling.
- ii) Number of lots or buildings that will require a separate meter for each location.
- iii) Multiple housing fees will be determined by the number of residential units' times 70% of the standard fee for a single-family residence.
- iv) Zero lot line residence will be charged the standard fee for single family residences.
- v) Developments not addressed by the above will be negotiated with the developer and approved by the Board of Directors.

All impact fees must be paid prior to service extension.

9 Public Utility Services in Flood Hazard Areas

- a. The United States through its National Flood Insurance Program, administered by the Federal Emergency Management Agency and through US Department of Agriculture, Farmers Home Administration, policies and procedures encourages flood plain management programs which restrict or prohibit land used from locating in flood plains which are dangerous to health, safety, or property in times of flood or causes excessive increases in flood heights due to filling or restricting flood ways. The Association believes that it is in the public interest to assist the United

States Government in preventing unsafe development of the flood plains in Lafayette County, Mississippi.

- b. Therefore, the Association shall not provide waterworks service for any new construction or substantial reconstruction with a habitable floor elevation at or below the level of the 100-year flood elevation (regulatory flood elevation) as defined by the latest edition of the Flood Insurance Rate Maps (FIRM) published by the Federal Emergency Management Agency.
- c. The Association will, however, provide service to non-residential structures below the regulatory flood level (100-year flood), provided the said structures have been flood proofed up to the regulatory protection elevation or have otherwise met the requirements of the National Flood Insurance Program.
- d. The Association and the engineer of record shall maintain a set of the most current FIRMs of the Association's certificated area. The "point of delivery" for all new requests for service shall be checked against the Zone A (100-year) flood limits set forth on the FIRMs. In the event the point of delivery is within the limits of said flood plain, the Association shall require, prior to installing a new service, a certificate from a licensed engineer or land surveyor that the lowest habitable flood elevation of the structure served by the requested water meter is above the 100-year flood elevation, is flood proofed to a point above the regulatory flood elevation or otherwise meets minimum requirements of the National Flood Insurance Program.
- e. The Association will attempt to discourage development of the flood plains with unsafe uses, but it accepts no legal responsibility for notifying customers or potential customers that they are in a flood plain.

10 In a meeting of the Board of Directors of Hopewell Water Association, Inc. these Rules, Regulations, Policies, and Procedures were approved unanimously. These Rules, Regulations, Policies, and Procedures are effective as of July 22, 2021.

Libby Lytle

President, Hopewell Water Association