

**User Service Policy
New Light Water Association
PWS # 530039**

**New Water Rates Effective 9/01/2024
As Amended 8/12/2024**

I. General Authority

The New Light Water Association, Inc. (NLWA) Board has unanimously passed a resolution addressing the herein-stated User Service Policy. The New Light Water Association Board has the ultimate authority and responsibility to ensure the operation, financial health, and stability of the Association. It is inherent that every User of the NLWA is treated in a fair and equitable manner and that each User pay for the services provided by NLWA.

II. Definitions

- A. Association:** The Association refers to the member-owned public water system formally known as the New Light Water Association, Inc. (NLWA).
- B. Board:** The Board refers to the Directors of the Association who have been duly elected in accordance with the bylaws of the Association.
- C. User:** User refers to any member receiving water supplied by the Association.
- D. Service Connection:** Service Connection refers to the physical tap, line, curb stop, meter, and meter box supplied by and owned by NLWA. NLWA retains full ownership and control of the Service Connection. The User has sole access to the Service Connection.
- E. Connection Fee:** A fee which is assessed when service is initiated.
- F. Late Fee:** A percent assessment of the current balance not received by the billing due date of each month.
- G. Reconnection Fee:** A fee which is applied if service has been terminated for lack of payment.
- H. Delinquent:** A User's account is considered delinquent if any portion of the account is not paid in full by the next billing due date.
- I. Terminate:** To terminate a Service Connection is to lock or cut the NLWA's curb stop or to remove the NLWA's meter for the purpose of discontinuing water service to the User.
- J. Bad Debt:** A Bad Debt is a balance still owed on a User's bill 60 days after the Service Connection has been terminated.
- K. 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 as stated in the law.
- L. User Grievance:** A User Grievance is an informal complaint generated by NLWA User and directed to the NLWA's Billing Clerk and/or the Board.

- M. Hardship Agreement:** The Hardship Agreement is an informal written agreement between a User of the Association and the Board resulting from the User petitioning the Board for an extended payment plan.
- N. Payment Extension Agreement:** The Payment Extension Agreement is a written agreement between a User and NLWA Board.
- O. Board Meeting:** The Board conducts its regular monthly Board Meeting on the 2nd Monday of the month or when called by the President of the Board. All meetings are open to the public, but anyone wishing to address the Board must notify a Board Member of the Association at least 10 days prior to the Board Meeting.
- P. Billing Clerk:** The Billing Clerk is contracted to provide Accounts Receivable Services including, billing, collecting, posting, and depositing all User payments.
- Q. Maintenance Superintendent:** The Maintenance Superintendent is responsible for all aspects of operation and maintenance for NLWA and complying with Mississippi State Department of Health (MSDH) and Community Water Associations (CWA) regulations under the supervision of the certified operator of record.
- R. Service Extension:** Any extension of NLWA's existing facilities, including the installation of meters/service connections or main line extensions.
- S. Applicant for Service:** Any person or entity applying for new water services.
- T. Engineer:** A professional certified civil Engineer with extensive experience in the hydraulic design and construction of potable water systems.
- U. Certificated Area:** The delineated franchise boundary established by the Mississippi Public Service Commission establishing the Association as the sole water utility provider within the service area.
- V. Users Agreement:** A contractual agreement between applicants for water service and NLWA.
- W. Cross Connection:** Any potential hazard that exists past a User's Service Connection that could introduce contaminants into the system's water supply. All cross connections shall have approved backflow/back siphon prevention devices installed at the service connection at the User's expense.
- X. Returned Check Fee:** A fee assessed to a User's account in the event of a check returned to the billing clerk for non-sufficient funds or closed account.
- Y. PUR:** Price upon Request.
- Z. Mississippi State Department of Health (MSDH):** The State of Mississippi agency with regulatory and oversight responsibility for Mississippi community water systems including all permitting and water quality issues.

III. Service Extension Policy

- 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:

- a) The Applicant shall obtain and present a copy of a Notice of Intent to Establish a Residential Wastewater Disposal System from the MSDH County Environmentalist and obtain a notice of official address from the county E-911 office.
- b) The Applicant shall then complete an Application for Service form and deliver to the Billing Clerk. This application may be found and printed from www.newlightwater.com or by going to Golden Triangle Planning and Development District (GTPDD), Division of Solid Waste billing office.
- c) GTPDD will request that the Maintenance Superintendent confirm that an adequately sized water main exists either on the property where the service connection is to be located or across a public road from the property.
- d) A temporary service connection may be provided for no more than 90 days to facilitate construction of the residence. All billing is the responsibility of the person requesting the temporary service.
- e) Within a reasonable time (approx. two weeks) of the execution of the Application for Service, NLWA 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 line.
- f) Once the residential construction is complete or 90 days have passed since initiation of temporary service, the Applicant must provide a Notice of an Approved Residential Wastewater Disposal System, certified by the MSDH Oktibbeha, County Environmentalist.
- g) Applicants wishing to establish a water line across property owned by other individuals must provide the billing clerk an easement signed by all involved parties at the time of application for service.

Applicant for new meter(s) pays the following applicable fees at the time of application for service:

Membership Fee (Non-Refundable)	\$50.00
Landowner Security Deposit (Refundable upon Termination of Services)	\$0.00
Rental Security Deposit (Refundable upon Termination of Services)	\$100.00
Connection Fee (Non-Refundable)	\$50.00
Commercial Industrial Security Deposit (Refundable upon Termination of Services)	\$PUR
Water Tap Fee: Materials and Labor Costs of Installing Service plus any additional costs incurred. (Non-Refundable)	\$1,000.00
Road Cut Fee: Extra Charge if Main is opposite property located on dirt or gravel road. (Non-Refundable)	\$PUR
Road Bore Fee: Extra Charge if property is located across a paved County Road from the Main. (Non-Refundable)	\$PUR
Highway Road Bore Fee: Extra Charge if Main is on opposite side of a State or Federal Highway from the property. (Non-Refundable)	\$PUR
Development Fee: Developers are single entities applying for more than one new meter to be set. The fee is charged per meter set in addition to the Water Tap Fee. (Non-Refundable)	\$1,250.00

h) Monthly billing will be calculated by adding a base meter monthly fee of **\$30.00 plus \$6.20 per 1000 gallons of water used.**

2. Applicants requesting water service to property where **existing water meters** are present are required to complete the following procedures prior to completing a User's Agreement:
 - a) The Applicant shall then complete an Application for Service form and deliver to the Billing Clerk. This application may be found and printed from www.newlightwater.com or by going to Golden Triangle Planning and Development District (GTPDD), Division of Solid Waste billing office.
 - b) GTPDD will request that the Maintenance Superintendent confirm that the necessary equipment is in place and in good working order and turn on the service connection within a reasonable time, usually 48 hours of the request being received.

The Applicant for existing meter pays the applicable following fees:

Membership Fee (Non-Refundable)	\$50.00
Landowner Security Deposit (Refundable upon Termination of Services)	\$0.00
Rental Security Deposit (Refundable upon Termination of Services)	\$100.00
Commercial / Industrial Security Deposit (Refundable upon Termination of Services)	\$PUR
Connection Fee (Non- Refundable Labor Costs of Connecting Service)	\$50.00

c) Monthly billing will be calculated by adding a base meter monthly fee of **\$30.00 plus \$6.20 per 1000 gallons of water used.**

B. Meter Connections requiring the extension of Water Mains:

Applicants requesting water service to areas where existing Association water mains are not present are required to complete the following steps. These guidelines must be met prior to construction.

1. Complete a Petition for Service and present the petition to the GTPDD who forwards the petition to NLWA Board. The petition should include names, addresses and phone numbers of all individuals and entities who have property within the proposed service extension area who would also like to be connected to water service from NLWA. If only one person or entity is requesting extension of service, refer to Line 3 below.
2. The Board will review and determine that all potential Users have been included in the Petition for Service. The Board requires a written explanation as to why any individuals or entities in the proposed service area are not included. Any extension outside of the certificate franchised area of NLWA will require the Applicant and NLWA petitioning the Mississippi Public Service Commission for a service area extension.
3. The Applicant will then meet with the Board and NLWA's Engineer to review and develop a plan of action. The Applicant shall be responsible for all costs

including construction costs and professional fees. The NLWA Board, its Certified Operator, Engineer, MSDH Oktibbeha County Environmentalist and the MSDH, Division of Water Supply, shall review all preliminary Engineering plans prior to approval to begin construction.

4. 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.
 5. After terms and conditions of the Service Extension Agreement and Notice of Intent to Purchase are completed, the Applicant shall sell the extension, final Engineering plans, right-of-way easements and other required documentation to NLWA for a sum not to exceed \$1.00.
- C. Extensions requiring system upgrades** including the construction of new water wells, pumps, and/or tanks: Any proposed extension that would require the upgrade of existing Association facilities, including its existing water mains; wells, pumps, or tanks shall be included in the proposed project. Applicants who are not eligible for federal/state-funding assistance will be required to pay all costs, including necessary upgrades to Association existing facilities.
- D. Subdivision/Development Policy:** All subdivisions and new developments will follow the same guidelines set in Section III Part B (extension of water mains).
- E. Exceptions and Administrative Orders:** NLWA cannot extend service, connect existing meters for new service, or install new User meter connections if the water system is near or over capacity and/or if the MSDH has issued an Administrative Order prohibiting the extension, connection, or installation of new User service. Only after NLWA has complied with the conditions of such an Administrative Order can the Board authorize the extension, connection, or installation of new Users.
- F.** Any User providing water to other parties by any means of unauthorized hook-ups will have water service terminated immediately.
- G.** All fees must be paid in advance of service.

IV. Bill Collection Policy

- A. Collection of Water Payments**
1. Users of NLWA should receive a monthly statement detailing current and past due water charges on or shortly after the 1st day of each month. If a User does not receive a monthly statement, it is the User's responsibility to contact the Billing Clerk at **662-324-7388** so another bill can be mailed. Failure to receive a monthly statement does not relieve the User of any payment obligation or prevent the termination of a service connection.
 2. Payments in full must be **received** by the 15th day of the month due.
 3. Golden Triangle Planning and Development District (GTPDD) has been contracted by New Light Water Association, Inc. to receive User water payments at the following address: (next page)

Golden Triangle Planning and Development District
106 Miley Road
P.O. Box 1008
Starkville, MS 39760

Payments may be made in person at GTPDD or by check or money order sent by USPO mail. A drop box is in the GTPDD drive thru for after hour payments.

4. Payments may be made by arranging monthly bank drafts of a User's checking account. The User must supply the billing clerk with a voided blank check and "Request for Bank Draft" (available at www.newlightwater.com or at GTPDD) at least 30 days prior to the first month's bill to be drafted. Bank drafts are processed on the 15th day of each month.

B. Proof of Payment

1. If a User has a dispute regarding the proper credit and posting of a water payment, it is the User's responsibility to provide Proof of Payment. Proof of Payment may consist of one of the following:
 - a) Canceled bank check.
 - b) Bank draft notice on copy of User's bank statement.
 - c) GTPDD payment receipt.
 - d) Statement and photocopy of canceled money order from company issuing money order.
(A money order receipt is not proof that the payment was made, only that a money order was purchased, but it should be retained in the event a trace from the company issuing the money order is needed.)
2. It is the responsibility of the User to notify the Billing Clerk of any discrepancy including an improperly credited or missing payment. The User must provide Proof of Payment or request additional time to obtain proof. The undisputed portion of the bill must be paid by the 15th day of the month due.

C. Grievances

If a User has a dispute regarding the current bill, the User is required to contact the Billing Clerk and/or Board to inform them of the discrepancy. No Late Charges or Service Charges will be assessed after a Grievance has been filed. The Billing Clerk must report their findings to the Board. The Board will act on the testimony from both the Billing Clerk and the User at a scheduled Board Meeting. After investigating the merits of the complaint, the Billing Clerk and/or Board will notify the User of any findings. Any adjustments to the User's account will be made only with Board approval (majority vote of Board members in favor of the adjustment). The Billing Clerk cannot under any circumstances adjust a water bill. Upon a ruling of the Grievance by the Board, the User has 5 business days to pay the balance in full. If the Billing Clerk does not receive the balance within 5 business days of the ruling, applicable Late Fees, and possible Reconnection Fees will occur.

D. Hardship Payment Extension

If a User incurs any type of hardship, including an abnormally high bill, loss or damage of property caused by fire or natural disaster, death of the User or spouse, or any other catastrophe that hinders the User's ability to pay the full monthly bill, the Board may grant a Hardship Payment Agreement. The Hardship Payment Agreement will only be granted if the entire User's account balance is current at the time of the hardship occurrence. The Hardship Payment Agreement stipulates that the current monthly minimum bill of **\$30.00** be paid before the 15th day of each month. The remaining balance of the User's bill is not forgiven or adjusted but carried over each month with no accumulation of Late Charges provided that the User pays at least the minimum stipulated in the Hardship Payment Agreement before the 15th day of each month. The Hardship Payment Agreement is granted for a maximum term of three months. At the end of the term, the User may appear before the Board to request an extension not to exceed two additional months. The User agrees to pay all remaining charges within 15 days of the expiration of the Hardship Payment Agreement. Failure to make the full payment stipulated in the Hardship Payment Agreement by the end of each month will result in the automatic termination of the Hardship Payment Agreement and procedures for possible termination will ensue. Twelve calendar months must elapse before a User may petition the Board for another Hardship Payment Agreement, regardless of whether the Agreement's promises have been fulfilled by the User.

E. Adjustments to a Bill:

The NLWA Board of Directors may agree to reduce a User's bill when the User has experienced a catastrophic leak as a result of factors beyond their control. Examples of such catastrophic leaks may be, but are not limited to, leaks because of storm damage such as fallen tree(s) near a water line, machinery use because of storm damage clearing and forestry operations, extreme cold weather freezing, broken pipes and risers for faucets by vehicle traffic or animals, and leaks occurring during an extended vacancy from the property, etc. The leak must be detected before or immediately after the monthly bill and necessary repairs be made promptly with all requested information presented by the User to the NLWA Board within 60 days of the occurrence. The adjustment will be an amount of no more than **50%** of the difference between the previous 12 months' average usage and the bill in question. An adjustment is a one-time forgiveness of a portion of a bill within a 5-year period. It is a privilege extended to all Users. Users should choose wisely when to request and adjustment. The NLWA Board may refuse adjustments if it is determined the User did not exercise good leak prevention practices.

IV. Termination Policy

A. Billing, Late Fees, and Termination Notification:

1. The Billing Clerk calculates the water statements which are mailed around the 1st day of the month. The full balance shown on the statements is due and payable by

the 15th day of the month. Failure of a User to receive a water statement does not waive the User's responsibility to pay all charges included in the statement, nor is a reason for not charging late charges, service charges, or terminating service.

2. A **10% late charge** on the balance due will be assessed if payment is not received by the 15th day of the month.
3. The NLWA meter reader usually reads meters between the 20th and 27th day of each month. User accounts that are not paid in full at the time of reading will receive a notification of potential termination.

B. Termination of Service:

1. Failure of a User to remit **full payment** of all current and past due charges **within 5 business days** from the notification of potential termination will result in the User's service being terminated.
2. There will be no "second notice" before service is terminated.
3. If a delinquent User has their service connection terminated, to restore service they must pay the entire amount due, including past due water charges, late fees, service charges, and a **\$50.00 reconnection fee**. The delinquent User can expect his/her service to be restored within 24 business hours of full payment being received.
4. If a delinquent User has had his/her service connection terminated but is receiving water through a meter that has had the locking device tampered with or removed, the Board will file criminal Theft of Water charges against the User. The Board will also file a civil lawsuit against the User seeking a judgment to recover all current and past due charges, late fees, service charges, damages to the lock and/or meter, and any applicable court costs.

C. Bad Debts:

1. If a delinquent User has not paid his full balance within 60 days after termination of service, the Billing Clerk shall write a letter to the User requesting full payment within 30 days. The letter will also state NLWA's User Service Policy and the intent to file a lawsuit against the User if payment is not received by the specified deadline.
2. If the account has not been settled after 30 days of mailing the notice of a debt balance, the Billing Clerk will apply the User's security deposit (if applicable) to the balance, print a detailed transaction report for the User's account over the last six months, and supply this report, copies of all correspondence since the termination of service, the User's address, social security number, place of employment and any other pertinent 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 the court deems necessary, including but not limited to legal fees and court filing fees.
3. If a User with a debt balance has had his/her deposit applied against the outstanding balance, the User will be required to complete another Application for Water Service and post a security deposit equal to twice the amount of the User's user class deposit for residential, commercial, or

industrial Users before water service is restored.

D. Returned Check Fee:

1. If a User pays his charges with a check that is returned to the billing clerk from a bank due to non-sufficient funds or delinquent accounts, **a \$35.00 returned check fee** will be assessed to the User's account. Once the User has been notified of a returned check, the User will have seven business days to pay the account in full, including the returned check fee. Failure to pay the account in full will result in termination of the User's water service. Payment must be made with cash or money order.

VI. User Termination of Service

The User initiating a NLWA Application for Service is responsible for all charges to the account until such time he/she provides written notice to the Billing Clerk and NLWA Board to discontinue service (See www.newlightwater.com for a form).

VII. Implementation, Enforcement, and Amendments

A. Implementation:

The Board for New Light Water Association has resolved to fully implement the Amended User Service Policy by the **1st day of September 2024**. All employees, contractors, and designees of the Association will be charged with the responsibility of strictly adhering to the User Service Policy. The Board shall also publicly post or distribute copies of this policy to its Customers immediately.

B. Enforcement:

The employees, contractors, and designees of NLWA shall enforce the User Service. Every User of NLWA is subject to the same User Service Policy. No preferential treatment of any User, including members of the Board will be tolerated.

C. Amendment and Approval:

Be it resolved that the New Light Water Association Board conducted a monthly business meeting on the **Monday the 8th of August 2024**, at which time this document was approved.

This policy replaces the policy enacted **3/01/2024**. This policy will remain in force until such time as the Board of New Light Water Association, Inc. resolves to amend said policy.

D. Board Signatures

Mary Jane Coign
Interim President & Secretary

Kalyn T. Coatney
Treasurer & Interim Vice President

Charles Collins
Member

David Mays
Member

XXXXXXXX
Member

XXXXXXXX
Member
