

***HILLDALE WATER DISTRICT,
INC.***

MEMBER INFORMATION GUIDE

**AND
OPERATING POLICY
FOR THE WATER SYSTEM
HILLDALE WATER DISTRICT
Warren County, Mississippi**

**ADOPTED
AUGUST 12, 2014**



POLICIES AND REGULATIONS FOR OPERATING

THE WATER SYSTEM

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I. General Authority:

The Hilldale Water District Board has unanimously passed a resolution addressing the herein-stated Customer Service Policy. The Hilldale Water District 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 Hilldale Water District.*
- 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 Hilldale Water District.*
- 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 being the sole customer who has access to the Service Connection.*
- E. **Late Charge:** *The Late Charge is a 10% assessment of the current balance that has not been received by the 15th day of each month.*
- F. **Service Charge:** *The Service Charge consists of one of two fees. The first fee is the Service Charge for an employee to physically go to a Customer's residence to re-read a meter; turn off water by request for repairs, or to check for leak that is on Customer's side. This fee is \$20 during working hours, and \$40 afterhours and on weekends. The second Service Charge will be for a re-connect fee when a Customer is turned off for non-payment of bill, or for a returned check that is not paid in time. The Service charge will be \$50 and balance that is due on Customer's account.*
- G. **Delinquent:** *A customer's account is considered delinquent if any portion of the account is over 30 days late.*
- H. **Hardship Agreement:** *The Hardship Agreement is an informal written agreement between a customer of the Association and the Board. The Hardship Agreement is granted when a customer has incurred a large water charge that he is unable to pay current bill in full. The Hardship Agreement is also granted when a customer has incurred a hardship such as an illness, family death, loss of employment, etc., and is unable to pay current bill in full. The Association will not terminate a Service Connection if a valid Hardship Agreement is in force.*

- I. **Payment Extension Agreement:** *The Payment Extension Agreement is an informal written agreement between a customer of the Association and the Board. The Payment Extension Agreement is granted to a customer before the 1st day of each month where the customer agrees to pay all past due and current balances before the end of the month. The Association will not terminate a Service Connection if a valid Payment Extension Agreement is in force.*
- J. **Terminate:** *To Terminate a Service Connection is to actually lock or cap the Association's Curb stop, or to move the Association's meter for the purpose of discontinuing water service to the customer.*
- K. **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 all legal expenses, court costs, and Bad Debt from the customer.*
- L. **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.*
- M. **Customer Grievance:** *A Customer Grievance is an informal complaint generated by an Association Customer and directed to the Association's Office Manager. The Customer must inform the Office Manager of any suspected error or discrepancy in the billing of the Customer's water usage. The Office Manager then investigates the Customer Grievance. The Customer and the Office Manager must present evidence before the Board at the regular monthly Board Meeting.*
- N. **Board Meeting:** *The Hilldale Water Board conducts its regular monthly Board Meeting on the 2nd Tuesday of each month. All meetings are open to the public, but anyone wishing to address the Board must notify the General Manager of the Association at least one week prior to the Board Meeting.*
- O. **Office Manager:** *The Office Manager is contracted to provide Accounts Receivable Services including billing, collecting, posting, and depositing Customer payments. The Office Manager duties also includes Boil Water Notices, Meter Reader processes, Correspondence with Customers, Inventory, Work Orders, Ordering supplies, New Customer accounts, Move-outs, Updates to RVS System, and Payroll when General Manager is not in office.*
- P. **Maintenance Supervisor:** *The Maintenance Superintendent is responsible for all aspects of O & M for Hilldale Water District and complying with SDWA and CWA regulations under the supervision of the certified operator of record.*
- Q. **Service Extension:** *Any extension of the Hilldale Water District existing facilities including the installation of meters/service connections or main line extensions.*

- R. **Applicant for Service:** *Any person or entity applying to Hilldale Water District for new water service.*
- S. **Notice of Intent:** *Is issued by the Warren County Department of Health Environmentalist which is basically an affidavit of an individual promising to install the on-site waste water (sewage disposal system recommended by the Environmentalist.*
- 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 Hilldale Water District as the sole water utility provider within the service area.*
- V. **Users Agreement:** *A contractual agreement between applicants for water service with Hilldale Water District.*
- W. **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. Introductory Comments

- A. Purpose:** The purpose of this policy is to outline all relevant aspects of the Hilldale Water District, Inc. (District), pertaining to its history, policies and regulations that provide the day-to-day understanding and direction of activities that should serve to benefit the District. The comments made in the Restated By-Laws, dated January 12, 1966, will take precedence should a conflict between wording in this Policy and the By-Laws occur.
- B. Scope:** This *Member Information Guide* constitutes a part of all contracts for receiving water service from the District and applies to all service received from the District, whether the service is based upon contract agreement, signed application, or otherwise. Acceptance of service by a member will constitute agreement to the terms established herein.
- C. Service Area:** The District is located in Warren County in the west-central portion of the state of Mississippi. The Hilldale Water District (HWD or District) presently serves a 30.8 square mile area situated south of the Vicksburg Municipal area. The certified area that the District currently serves is on display for review at the HWD office on Lee Road.
- D. Decisions of the Board of Directors:** This Member Information Guide does not cover every conceivable condition or situation that may arise but only those of recurring situations where standardized policies and practices have been established. In all matters involving the exercise of judgment or discretion, the decision of the Board shall be final; and the determination by the Board of all disputed questions of fact arising under these policies likewise shall be final.
- E. Utility District History:**
Hilldale Water District (HWD), located in Warren County, Mississippi was incorporated as a customer owned non-profit water utility in 1965 serving 176 customers with 209 taps. In the early years, Hilldale had a single simple treatment plant sourced by three wells. After aeration and chlorination treatment, a single 100,000 gallon elevated tank stored the District's potable water. Another 100,000 gallon elevated tank and a second treatment plant was added in 1981, because of residential-growth. This second treatment plant included the added feature of pressure filters for iron removal. In 1992, pressure filters were also added to the original treatment plant facility.

Several severe ice storms in the 1990's, caused HWD to lose electrical power and pipes at the treatment plants to freeze, thus total loss of ability to supply water to its customers. HWD recognized the need for backup electric power generators. Soon afterward, backup power generators were added to keep the water flowing during any emergency outage. After another severe ice storm and Hurricanes Katrina and Rita, the generators more than paid for the investment. It has been

very re-assuring to Hilldale and to its customers that loss of water supply and water pressure due to power outages is in the past.

‘HWD-certificated-area’ is not blessed with the best underground water source supply, in that our raw water is highly concentrated with dissolved mineral solids. These source-water challenges have been vigorously addressed. In 1993, HWD installed the first of two Electro Dialysis Reversal (EDR) Units, as a much needed additional treatment process. The EDRs are designed to remove excess dissolved mineral solids. The additional advanced treatment provided by the EDR units has greatly improved the quality of water and has also prolonged the life of many residential hot water heaters and icemakers, as well as improved the flow through our distribution lines. The customers, especially those with HWD since the early years, were more than pleased with the additional EDR treatment.

During 1998, HWD started reclaiming the water used in the backwashing of the pressure filters process. This reclaimed water is allowed to settle in a 20,000 gallon tank. After clarification the supernatant water is recycled into the ground storage. The remaining sludge (primarily iron oxides) is then drained into a HWD specially-designed drying bed. The sludge is allowed to effectively air-dry. Then it is physically removed, properly stored and then annually transported for disposal at an approved disposal facility. It is believed that this HWD-designed treatment process is the first of its kind, at least in Mississippi.

- F. Board of Directors:** The original charter, signed January 12, 1966, by Malcolm Anding, President of the Hilldale Water Club, stated the organization “shall be comprised of a general membership, a board of trustees and (its) officers. In accordance to the Restated By-Laws, dated Jan 26, 1982, (by-laws), the District shall consist of seven (7) trustees all of whom shall be members of the corporation. Each trustee shall serve for a term of three years. The Board will schedule an annual meeting of its members on the third Tuesday of February. At each annual meeting, the members shall elect for a term of three years the number of trustees whose terms of office have expired. The board of trustees shall meet within ten days after the annual election of trustees and shall elect by ballot a president and vice-president from among themselves. Each shall hold office until the next annual meeting and until the election and qualification of his successor unless sooner removed by other cause. If the office of any trustee becomes vacant, a majority of the remaining trustees shall choose a successor who shall hold office until the next regular meeting of the members of the corporation, at which time the members shall elect a trustee for the unexpired term or terms. Trustees, or Board, shall receive \$300 per meeting compensation for their services. The duties of the Board are essentially:
- a. To ensure the qualifications of members are in accordance to the by-laws.
 - b. To select, appoint or remove any employee or agent of the corporation.
 - c. To borrow from any source, money, goods or services for the benefit of the District.
 - d. To change the rules and regulations as they may deem essential or convenient to conduct business.

- e. To annually order an audit of books and accounts of the District by a competent public auditor or accountant and repost results to the members.
- f. To require Board officers, employees and agents charged with responsibility for the custody of any funds of the District to have adequate bond.
- g. To select one or more banks to be the depositor of the funds of the District.
- h. To levy decisions on membership status within the District based on violation of HWD Policy, and also to enforce the collection of assessments.
- i. To fix charges to be paid by each member for District rendered services.

G. Audits: House Bill 1533, effective July 1, 1998, requires each rural water association to provide to the State Auditor's office the following:

- (1) Within ninety (90) days following the close of the association's fiscal year, the association will prepare a report on its financial condition and the President of the Board will certify its correctness.
- (2) Certification that an annual meeting was held in accordance with the association's bylaws
- (3) A listing of the board of directors of the association
- (4) A listing of all directors who have failed to meet the management-training requirement under Section 41-26-101, Mississippi Code Ann. (1972). Each member that serves on the HWD governing board shall attend a minimum of eight (8) hours of management training within two (2) years following the election of that board member, or otherwise be subject to removal from the board.
- (5) The District shall notify each member immediately before each annual meeting, of the availability of the most recently completed annual financial report, how that report may be obtained and where the report may be reviewed. Following a request in writing, the District shall provide a copy of the report to any member.
- (6) The District is to provide an annual financial audit report to the State Auditor, by March 31st of each year.

H. Compliance: Compliance with laws, regulations, contracts, and grants applicable to the District is the responsibility of the General Manager. The District retains an auditor to provide reasonable assurance about whether the financial statements are free of misstatement. An audit includes examining evidence supporting the amounts and disclosures in the financial statements. The audit also includes the assessment of accounting principles used by the District. The auditor also is to perform tests on the District's compliance with certain provisions of its Rural Economic and Community Development (RECD) loan agreements.

I. Fire Hydrant and Protection Support: The City of Vicksburg no longer provides fire protection to residents in Warren County. Fire protection in the water district is provided by the Fisher Ferry Volunteer Fire Department. Fire hydrants have become part of the policy of HWD to fund and install such items in

a planned manner in accordance to selection sites as provided by officers of the Fisher Ferry Volunteer Fire Department. Members or groups of members of the water district may have fire hydrants installed for the purpose of fire protection, if the following criteria are met:

- The customer must pay for all costs associated with the design, installation, and inspection.
- A registered, professional engineer must design and inspect the hydrant installation. This includes approving the contractor and specifying the materials. The hydrant must be six inches in diameter. The hydrant and parts for repair of hydrants are to be purchased new and meet the specifications of the Fisher Ferry Volunteer Fire Department and as agreed to by the registered professional engineer.
- The Board, the District's engineer, and the Mississippi State Department of Health, must review the design for preliminary approval.
- The hydrant must be placed on easement or right-of-way, and after the final approval of installation, the hydrant becomes the property of the District. The District will have sole authority over the use of the hydrant.
- If in the future, a program of installing hydrants is implemented, no reimbursement will be made to those customers who have previously paid to have hydrants installed.

J. Location of the District Office: The HWD office is located 4326 Lee Road, Warren County, Mississippi. Office hours are from 8:00 am to 5:00 PM, Monday through Friday. A payment window is available to pay bills. We accept cash, checks, money orders, cashier's checks, and we can also set up a Bank Draft. A night deposit box is located in the front door for payment of bills after hours, or on weekends and holidays.

K. Handicap Facilities: The District Business office has been made handicap accessible in accordance with Uniform Federal Accessibility Standards issued by the U.S. Department of Agriculture.

L. How To Reach the Office:

Regular business hours: 601-636-8475

After hours: 601-636-8475 (*number will be rolled to special answering service*)

IV. Membership

- A. **Water Users Agreement:** Memberships in the HWD require an executed agreement between the customer and the HWD, which is termed a Water Users Agreement. The holders of membership agreements of the Fisher Ferry Water District are its members. Applicants for membership shall be screened to insure that multiple membership ownership will not occur without a valid reason. A user, who has a signed water user's agreement, paid an initiation fee, which included a \$50 membership fee and applicable water deposit, and connection fee, has met the approval of the Hilldale Water District Board, and is current with his account, is a member.
- B. **Member Grievance-Complaint Form:** If a customer has reason for complaint from improper payment credit, meter reading error, no response to a reported problem, or improper employee conduct they may request this form that will be reported to Board for review.
- C. **Membership Termination:** Membership may be terminated either voluntarily or voluntarily (Section 3, By-Laws). Involuntary termination shall be for the failure to pay water charges and/or for the violation of any provisions in the By-Laws or Regulations enacted by the Board of Directors. All other types of termination shall be a voluntary termination.
- D. **Annual Meetings:** Annual Membership Meetings of HWD shall be held on the third Tuesday in February of each year at 7:00 pm, or the following day, should the Tuesday fall on a legal holiday.

IV. Services and Fees

- A. **Review of Water Rates:** The Board of Directors shall determine the flat minimum monthly rate to be charged a member for use of a specified quantity of water. Such flat monthly fee is to be payable irrespective of whether any water is used by a member during any month. The Board will also determine additional charges for additional water used by its members. It is the policy of the Board to review water rates yearly or as extenuating circumstances occur.
- B. **District's Schedule of Water Rates:**
- | | |
|---|----------------|
| • Flat Rate Minimum charge (3000 gal of less) | \$50.00 |
| • For each 1000 gallons in excess of minimum | \$8.00 |
| • Returned check fee | \$35.00 |
| • Transfer fee Deposit | \$25.00 |
| • Reconnect fee | \$50.00 |
- C. **Meter Deposit:**
- | | |
|--------------------------|-----------------|
| Individual (House Owner) | \$150.00 |
| Renters and Trailers | \$300.00 |

D. Commercial Connection: (includes meter cost & connection)	
1 inch	\$1320.00
2 inch	\$1641.00
E. Connection Fee (entails reading and turning on meter)	\$25.00
F. Tap Fee (new service)	
Regular (new house)	\$1266.50
Subdivision (per house)	\$1266.55
Trailer	\$1416.50

V. Service Rules and Regulations

- A. Availability:** Water service from the Hilldale Water District (HWD) is available to all applicants in the certified service area subject to the Service Extension Policy of the District and other duly approved fees, deposits, rules and regulations.
- B. Deposit:** A deposit in accordance with the deposit schedule listed in the paragraph on “water rates” (Item 3.B) shall be required before service may be rendered to any member. A \$75 membership is also imposed as per Item 2.A.
- C. Application Requirements:** Before water service may be rendered, a user agreement must be signed. New water meter service must have written request 10 working days prior to date of desired services. The District shall collect connection fees, as well as applicable deposits, in advance. This will include the cost of making actual connection and extending the service line to member’s property line.
- D. Right of Access:** The District’s employees have access to members’ premises at all reasonable times for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to the District.
- E. Inspections:** The District shall have the right to, but shall not be obligated to, inspect any at any time as to extra users, for a possible cross connection, or any conditions detrimental to its present or future members. The District reserves the right to disconnect any service until any potential hazard or possible violation has been remedied.
- F. Member’s Responsibility for District’s Property:** All meters, service connections, and other equipment furnished by the District shall be and remain the property of the District. Members shall provide a space for and exercise proper care to protect the property of the District on the member’s premises. In the event of loss of or damage to the District’s property arising from neglect of

member to care for same, cost for necessary repairs shall be the responsibility of the member.

- G. Billing:** District meters will be read within 15 days before the last day of each month and bills will demand payment by the 15th of the following month. Bills not paid within 1 day after the due date will be considered delinquent and a 10 % late fee will be added to the bill. Statements that reflect a previous balance are past due on receipt of the bill. If payment is not made immediately, service will be discontinued by the 25th of the month. A fee will be added to the balance due and then payment will be required in full before service can be restored.
- H. Payments:** Failure to receive the bill will not release member from payment obligations. Should the final date for payment of the bill fall on a weekend or holiday, the next business day following the final date will be held as a day of grace for delivery of payment. For the convenience of the members, a bill depository has been provided after hours (see Item 1.G above).
- I. High Usage:** Occasionally members receive unexpected large water bills, caused by several instances ranging from root or ice damage to private lines or faucets or toilets. Although this responsibility does not rest with the District, the District's maintenance men occasionally notify the member if they detect unusual high usage during meter readings. The District's policy on water leaks of this nature and resulting high water bills are that they are the member's responsibility. The District will work with the member to set up a payment plan, that is agreed upon by the District Board and the member. Waiving of penalties will be the prerogative of the Board and will be based on extenuating circumstances.
- J. Failure to Pay Bill:**
If a bill is not paid within (30) thirty days from the due date, the member's water may be shut off. Non-payment after a (60) sixty day period after the original due date will allow the District to terminate the member's membership. *Members may require a right of administrative hearing as to any discrepancy, providing the business office has been contacted 10 days prior to the end of the deadline. In the event it becomes necessary for the District to either shut off water service to any member, a reconnection fee and/or applicable fine, if any, in addition to the delinquent bills, must be paid at the business office in order to have service reconnected.*
- (a) The District is not liable for damages because of discontinuing service at any time after delinquent date. The discontinuance of service by the District for any reason does not release members from obligations to the District for payment of bills, and payment in full is expected before service may be rendered at any location throughout the system.
- (b) No water service will be reconnected after business hours if service has been discontinued for non-payment of delinquent bill. These payments may only be made at the business office.

(c) A policy exists for receipt of bad checks. Checks returned for insufficient funds result in the following actions. A disconnect order will be sent to customer and service fee of \$25 will be charged for the returned check and service call. This fee is set by the Board. The customer will be given three days, if no prior instances exist, to resolve the bad check matter and fee. If no arrangements are made after this time, the District will lock the meter until which time payment is made. Should the District receive two bad checks from the same member, the District will notify the customer by letter that check acceptance is no longer permitted.

- K. **Hardship Payment Agreement** is available for illness/injury, death in family, loss of employment, excessive water bill as result of a leak. Customer agrees to pay a certain amount that is due with the regular bill on the 15th of each month. Maximum is three month's with no interest or penalties. If not paid the Agreement will be considered null and void.
- L. **Payment Extension Agreement** may be requested if customer is not able to pay by the prior Hardship Agreement. This will have to be requested before the 1st day of month, and will be due by the last day of the month. A 10% late fee will be accessed if not paid by the 15th. If customer does not comply with Agreement, service will be terminated until balance is paid in full.
- M. **Interruption of Service:** The District will endeavor to provide un-interrupted service to its members. Whenever practical, notice of an impending shut-down of service will be given its members, but the District reserves the right to shut down any service at any time in the event of emergencies or required shut-downs without notice. In the event the total water supply shall be insufficient to meet all of the needs of the members or in the event there is a shortage of water, the District may allocate the water available among the various members and limit use of water for other than household purposes. The district will not be liable for any damages or problems resulting from a shutdown.
- N. **Notice of Trouble:** Members shall notify the District immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of water.
- O. **Water for Special Use:** Water for special use from fire hydrants or flushing valves may not be obtained unless approval is obtained from the District Board. This includes, for example, circumstances as a need for a fire protection exercise by qualified fire personnel or a contractor use of fire hydrant/flushing valve water if such water is metered and the contractor compensates use with regular water billing rates.

- P. **Relocation of Service:** Relocation of water meters for the benefit of a member shall be at the expense of the member. A materials and labor cost estimate will be calculated and charged for each relocation and shall be paid in advance.
- Q. **Cross Connections:** Pursuant to Mississippi State Department of Health Environmental Regulations, it is the responsibility of the District to protect its drinking water by instituting and enforcing a cross connection control program. The water district is to conduct surveys to identify existing cross connections. A cross connection is any arrangement of piping where a potable (drinking water) waterline is connected to potentially contaminated water. If cross connection is found on any member's piping system, a letter will notify the member. A copy of this policy is available at the Lee Road water office.
- R. **Use of Meters:** Based on State Law, the District developed policy on the use of meters on property of members. Members are not allowed to connect any other party to their meter, unless approved by the District and the Mississippi State Department of Health. This law applies to all users – present or new, residential or commercial, regardless of meter size. The District has identified all meters that have more than one connection and THESE will be “grandfathered”. A transfer of property of meter ownership terminates the “grandfather” allowance. The District will allow no new connections. Violations of this law are subject to termination of water service and /or penalties not to exceed \$25,000 per day of violation.

VII. Standard Policy

- A. **Statement of Policy:** HWD requires certain procedures to follow when a request to provide water to a building or other structures is required. Any service lines are approved after an analysis by the HWD engineer.
- B. **Point of Delivery and Procedure:** The point of delivery is the point, as designated by the District, where water is to be delivered to building or other structures on premises. New Water Meter Services will be installed just off the public or access road right-of-way, where there is an adequate water main. The member shall maintain all installations beyond this point of delivery. Each building or structure receiving water on premises, including mobile homes (unless designated as a trailer park) shall be metered separately. This shall exclude any extra meters installed before these regulations were adopted.
- The District shall designate the location of the meter installation and will require the meter be located as close as possible to the public or private road.
 - Meters may only be set on property owned by the member. Perpetual easements are not considered owner's property.
 - Based on State law, dated 1 July, 1997, a member cannot connect anyone else (additional user(s)) to their meter, unless approved by the Mississippi State

Department of Health and the HWD. An *additional* user(s) is any building, mobile home, house or business, which is required to have a separated electric power meter. Violators are subject to termination of water service and monetary fines. Exceptions to the above are members who were connected prior to implementation of the 1997 state law. HWD has identified all meters that have more than one connection and this have been grandfathered into policy.

- Every meter shall have its own individual tap to the distribution main and shall not have more than one member connected to a service line.
- New taps are installed the first two weeks of every month. Taps are installed on first come basis, unless extenuating circumstances prevail and the Board agrees with such priority. The office staff schedules the customer for the tap installation when all fees have been paid and all required forms are in the office. The District has to notify Mississippi One Call to locate underground lines. This requires three days. Should a tap be on a public road, the District must obtain right-of-way from Warren County Highway Department. This requires 3-5 work days.
- Customers requesting taps are to fill out applications forms and pay necessary tap, membership, and meter deposit fees. The customer is required to obtain the notice of intent form from the Health Department and the Flood Verification Letter from the County Building Official. See Memorandum dated July 15, 1997 from Division of Water Supply to Officials of Mississippi's Public water Systems. The memorandum brings notice of a legal requirement to ensure all public water systems are in compliance with state law. Violations of this law can result in major consequences.
- An application for water service requiring a road crossing will necessitate the District obtaining a permit from the Warren County Public Works Department in the applicant's behalf. It will also necessitate all parties to follow rules in accordance with the WCPWD Policy Draft dated August 17, 2000. See paragraph 3 of this Member Information Guide and policy document for fees to be charged the applicant.

C. **Multi-Unit Developments:** These regulations shall apply to all multi-unit services or developments which are served through a water meter(s), including mobile home parks, apartments, housing complexes, and businesses. Requirements are provided to the developer by the District engineer, or provided through the HWD Standard Operating Procedures for New Developments, compiled January 1, 2000.

- (1) **Expenses:** The developer is required to pay all expenses associated with obtaining water service for a new development. This includes legal and engineering fees, as well as construction costs. Waterlines and appurtenances must be new.
- (2) **Developer Letter:** The developer must request by letter to the District on the District's ability to provide water service to the development. Upon receipt of the developer's request, the District will determine if there are any

improvements the existing system may need in order to provide services for the development. If any improvements to the District system are required, the developer is required to pay for these improvements.

- (3) When hydraulic analysis reflects inadequate (volume or pressure) water supply on a distribution main where a new water service is requested, the District will schedule the need of an upgrade for this area on its master plan. In all cases, existing users that could be adversely impacted by the new water service will be granted priority in treatment with regards to water supply needs.
- (4) **HWD Response:** The District will respond by letter as to the developer's intent to serve the development. The letter will include specific engineering requirements, which will be necessary in order to obtain water service for the development. The District will also provide the developer a copy of the Standard Operating Procedures for new developments (Addendum I), compiled January 1, 2000. The policy must be followed when obtaining water service for the developments. The District's engineer will provide the developer HWD Standard Details and Specifications.
- (5) **Outside the District's Certified Area:** If the development to receive water from the District is outside the District's certified area, the District will consider the circumstances of the request before making application to the Mississippi Public Service Commission. If the developer is the only beneficiary of this action, then he will bear the entire cost for the expansion of the District's certified area to include the development. A waterline beyond the District's franchised area requires permission from the Public Service Commission and completion of requests by the District to incorporate the new area into the District's franchised area.
- (6) **Plans and Specifications:** The developer must have a certified engineer complete a set of detailed plans and specifications for the development. These plans must comply with the HWD and the Mississippi State Department of Health (MSDH) standards. The plans must also receive approval from the District and its engineer before being submitted to the MSDH.
- (7) **State Board of Health:** A copy of the Plans and Specifications must be submitted to the MSDH for their approval prior to construction as per a provision in the 1997 Mississippi Safe Drinking Water Act. The District will be notified of their approval. The developer's project engineer will be responsible for submitting to the MSDH and the District, a set of "As-Built" plans with his certification that the construction was completed in accordance with the plans and specifications. The MSDH will then issue final approval of the development by letter to the District and the developer.
- (8) **District's Certified Area:** If it becomes necessary to make additions to the District's certified area, a copy of the letter of preliminary approval from the MSDH must be submitted along with the application to the Public Service Commission. This process is to extend the District's boundaries.
- (9) **Waterline Interest Conveyance:** The developer will be required to enter into an agreement with the District conveying all interest in the water lines to the

district after a specified period of time. This agreement also provides the district with an easement for the purposes of inspecting and maintaining the water lines.

- (10) **Begin of Construction:** Construction may begin upon receipt of preliminary approval from MSDH. Before any lines are covered, the District approved project engineer and/or designated representative must inspect the line construction and installation. This is to verify the construction was completed in accordance with Plans and Specifications.
- (11) **Stub-Outs:** If the developer installs stub-outs at the time the main line is installed, the stub-outs must be buried and its location indicated by a permanent marker. If a stub-out is used without a meter, the developer is subject to a fine and the loss of the tap.
- (12) **Pressure and Bacteria Testing:** Upon completion of installation, the water lines must be subjected to a standard pressure test, witnessed by the District's engineer and/or designated representative. The water lines must then be chlorinated as required by the engineer, and the solution must remain in the line for at least 24 hours. Procedures for testing are detailed in the District's SOP for developments (Addendum I).
- (13) **As-Built Plans:** The project engineer must prepare a set of "As-built" plans and submit them to the MSDH, along with his certification that the construction was completed in accordance with the plans and specifications. A copy of the negative sample report, noted in the previous paragraph, must also be submitted at this time. The District must verify to MSDH that the construction meets its approval also. The MSDH will then issue final approval of the development by letter to the District. If it was necessary to extend the District's certified area, a copy of the Public Service Commission's order must be submitted to the MSDH before they will issue final approval for the development.
- (14) **Warranty Periods and Guarantees:** The District will not guarantee unmetered taps beyond three (3) years from the date of final approval of the MSDH. The developer is required to maintain the water lines for a one-year warranty period from the date of final approval from the MSDH, although the lines actually become the property of the District when water is introduced into the lines. The District reserves the right to govern the installation of all taps on the new lines, including taps that are not included in the proposed development. The District will pay for the expense of any taps that are installed at the time of construction and are not a part of the proposed development.
- (15) **Developer's Responsibility:** The developer is responsible for the upkeep and maintenance of the proposed service-line for one year from the time of MSDH approval.
- (16) **Developer's Special Consideration:** Should there be existing customers between the main tap of the District line and the development, the customers will be connected, at the time of construction, to the new service line without any cost to the customer. The details of the cost of the procedure and responsibility for the taps will be discussed between the Board, its engineer

and the developer prior to construction of the proposed work. The District may provide the developer with certain concessions for the “upgrade” portion of the new work. “Upgrade” work is defined under Paragraph 6, Special Conditions, of this policy. The District may provide the developer the following concession for the “upgrade” portion of new work. The cost of the “upgrade” will be borne by the HWD. The upgrade is to be a water line the distance from the main tap to the property line of the first house within the District’s franchised area, or from the main line for a distance of 1500 feet, whichever is less.

- E. **Fire Hydrants Policy:** The City of Vicksburg no longer provides fire protection to residents in Warren County. The Fisher Ferry Volunteer Fire Department (FFVFD) provides fire protection in the water district. The District acknowledges that fire hydrants are necessary/required to assist the fire department in protecting homes and lives in the area.

(1) Existing Waterline Areas: The District is committed to provide fire hydrants on existing waterlines that have adequate capacity and pressure. The Board provides the funding for fire hydrants to be installed on the District’s waterlines after system assessment. Members or groups of members of the water district may have fire hydrants installed if they meet the following criteria:

- All costs associated with the design, installation, an inspection must be paid by the customer.
- A registered, professional engineer must design and inspect the hydrant installation; this includes approving the contractor and specifying the materials. All materials must be new and the hydrant must be six inches in diameter.
- The Board, the engineer for the District, and the Mississippi State Department of Health, before preliminary approval, must review the design before preliminary approval.
- The hydrant must be placed on an easement or right-of-way, and after the final approval of the installation, the hydrant becomes the property of the District. The District will have sole authority over the use of the hydrant.
- If in the future, a program of installing hydrants is implemented, no reimbursement will be made to those customers who have previously paid to have hydrants installed.

(2) Waterlines in Developing Areas: Developers are to install a new fire hydrant every 1,000 feet along a newly constructed waterline. The exception is that in locations where the District’s engineer in agreement with FFVFD determines that this length should be increased because of the non-suitability of a building site and the prospect that no structure requiring water service would be built within a reach less than 500 feet including gullies and sloughs

VIII. Special Service Conditions

- A. Statement of Policy:** The District requires certain procedures to be followed when a special service requirement is planned for a service-line extension. A special service-line extension policy of HWD shall apply in those instances where the service requirement of one or more individual potential customers in question is coupled with that of a possible development within the same area.
- B. Application of Policy:** For individual owners desiring to lay a water line with the intent of connecting to a District Main, a determination must be made by the District if this line is to be “*temporary*” or “*permanent*”.
- *A temporary line* is an emergency arrangement to allow a potential customer in the District franchised area to receive water service until an “on-going planned effort” is underway by a developer to accommodate service for that area. A temporary line is defined as one granted the potential customer with all relevant parties having the understanding that a developer will, within a six-month time period, construct a required size line for the developed area which encompasses the potential customer’s service line area. The meter location for the temporary condition will be adjacent to the District’s main waterline. The size and location of the temporary service line will be the customer’s responsibility as well as the cost. This cost will not be reimbursed by future development. Due to special conditions concerning the customers, temporary status will be required to discuss his/her situation with the Board and its engineer prior to requiring the permit.
 - A “permanent line” is defined as service provided to a potential customer in the District’s franchised area when no future development is known for implementation or development within a six-month period. Should development come after approval of a “permanent” service, this existing service is then treated as an *upgrade*, and the District will insure that the customer does not incur additional costs. If there are existing homes/structures that are receiving service from the District’s waterline, there will be no connection cost to the individual. The District will work with the developer to insure connections are made with minimal interruptions to the customers.
- C. Application for Service:** Prospective members shall make to the District, written application for service in which they shall state the quantity of water service desired and clearly define the point at which service may be extended.
- D. Estimate of Cost and Availability of Service:** The District will estimate the cost of providing the service at the point requested in order to consider the terms under which service may be extended.
- E. Individual Member or Developer’s Responsibility.**
- (1) Should any person(s) elect to construct a main extension or develop subdivision’s water mains, he must follow all details specified in the District’s

Standard Details and Specifications. The main extension plans and design must be submitted to the District's Engineer for hydraulic computations and approval. In order for the District to accept approval of the extension or sub-division development, the developer must furnish, as a minimum:

- (a) Two sets of plans certified by a registered engineer;
- (b) Necessary health sample results;
- (c) Properly recorded working easements;
- (d) Official county building flood-plain permits and sewage permits.
- (e) Evidence that such extension is constructed in accordance with the **District's Technical Detailed Specifications**, and approval of all regulatory agencies.

(2) In 2001, Warren County changed their policy to include roadwork being done on county right-of-way. As a result of this policy change, the District will place out for bid (accepting bids from only known contractors) all road bore or other work that has to be done by a third party. The contractors will be required to have a bond on file with the District. The bond amount will be determined by the Warren County engineer's office.

F. Standard Operating Procedures for New Developments: Compiled August 17, 1987, Standard Operating Procedures for new developments are shown as Addendum I. For owners wishing to lay a water line with the intent of connecting the water to the District distribution line, an agreement must be signed between the District and the developer and/or owner. This agreement specifies as a minimum:

- (a) the responsibility for expenses associated with obtaining water service,
- (b) the procedures for requesting water service,
- (c) the District's responsibility toward response of request,
- (d) a minimum size of water line,
- (e) the required inspection of water line construction by the District certified inspector and its engineer,
- (f) the tap allowance under specified rules,
- (g) the compliance to the rules of the Mississippi State Board of Health
- (h) a statement that the person(s) or owner will maintain the water system for a period of one year,
- (i) a statement that the District will assume responsibility for the new water line after one year following final approval of the contract work,
- (j) stub-out requirements and cautions and,
- (k) the conveyance of necessary easements.

IX. Owners of Rental Property

- A. Account Responsibility:** The owners of rental property must maintain an active membership as well as an individual meter deposit for each property being rented. The account will remain in the owner's name and ***WILL BE THE RESPONSIBILITY OF THE OWNER***. The District will bill the renter on a monthly basis, if requested by the owner and when the District collects the water deposit, the owner would still be liable for any outstanding balance.
- B. Water Deposit:** In the event that the renter moves out and owes an outstanding bill, the District will use the renter's water deposit funds toward payment of the outstanding bill and will make every effort possible to collect. If it is not paid the owner will have to pay the outstanding balance. If the outstanding bill is collected from the renter, after the owner has paid, the amount will be credited to the owner.
- C. Notice from Owner:** The owner should promptly inform the district before a renter moves in or out, whom a renter is moving out in order to read the meter and compute the final bill. At this time, the meter will be locked and the monthly bill will be sent to the owner until a new renter moves in. If the meter is pulled due to owner's non-payment of bill, the deposit will be raised from the standard deposit to the amount that is set by the District.
- D. Final Bill:** If the owner does not wish the meter to be locked, the District must have this in writing from the owner. The owner will be responsible for any water damage.

X. Revisions

- A. Revisions:** These Policies and Regulations may be revised, amended, supplemented, or otherwise changed from time to time by a majority vote of the Board of directors.
- B. Filing and posting:** A copy of this Member Information Guide, a copy of the by-laws (dated January 1966) and the HWD water system expansion plans shall be kept open to inspection at the business office by the District.
- C. Adoption of Policy and Regulations:** Effective July 21, 2014, the provisions of this Policy and Regulations were unanimously adopted by the Hilldale Water District Board of Directors and shall apply to all members now or hereafter receiving water service.
- D. Exceptions and Administrative orders to be completed:**

XI. Catastrophic Water Loss

- A. Catastrophic Water Loss:** The District's policy concerning high usage is the responsibility of the Member.

ADDENDUM I *

STANDARD OPERATING PROCEDURES FOR NEW DEVELOPMENTS

- 1. Costs:** The developer is required to pay all expenses associated with obtaining water service for a new development. This includes all legal and engineering fees, as well as the construction costs. Waterlines and appurtenances must be new.
- 2. Request by Developer:** The developer must request water service from HWD by letter. The letter should include the location of the proposed development, the number of lots to be served, and the approximate distance of water line to be installed.
- 3. Request of HWD:** The HWD will request by letter, its engineers assessment of the District's ability to provide water service to the development, as well as a detailed list of any improvements to the development. If any improvements to the system are required, the developer must pay these expenses as well. The letter will include the specific requirements as detailed by the engineer, which will be necessary to obtain water service for the development, as well as any other applicable state agency requirements. The District will also provide the developer with a copy of their Standard Operating

Procedures, which must be followed when obtaining water service for the new developments. The District's engineer will provide the developer with standard detailed specifications for new extensions to the system upon request. These specifications include the installation of water lines.

4. Expansion of Certified Area : Should the area to be developed be outside the District certified area and it is determined the District will supply the area, the developer must pay all expenses incurred in the application to the Mississippi Public Service Commission for the expansion of the District's certified area to include the development.

5. Detailed Plans and Specifications: The developer must have a certified engineer complete a set of detailed plans and specifications for the development. These plans and specifications must comply with the HWD and the Mississippi State Department of Health (MSDH) standards, and must receive approval from the District and its engineer before being submitted to MSDH for approval. The District will be notified upon MSDH approval. If it is necessary to make additions to the District's certified area, a copy of the letter of preliminary approval from MSDH must be submitted with the application to the Public Service Commission to extend the District's boundaries.

6. Developer and FFWD Agreement: The developer will be required to convey all interest in the water lines constructed as part of his development. This will be included in a required agreement between the developer and HWD and will also include the offering of an easement to the District for purposes of inspecting and maintaining the water lines.

7. Begin of Construction: Upon receipt of the letter of preliminary approval from the MSDH, construction may begin. The project engineer, and District engineer and its certified inspector *must* inspect the line construction and method of installation *before* any lines are to be covered. This is to verify the construction was completed in accordance with the plans and specifications. Failure to comply with this will require the excavation and removal of any lines that failed proper and timely inspection. Failure of the developer to comply with removal of the lines or meet the District's minimum inspection standards will result in termination of water service and/or penalties.

8. Stub-Outs: If the developer installs stub-outs at the time the main line is installed, the stub-outs must be buried and its location indicated by a permanent marker. If a stub-out is used without a meter, the developer is subject to a fine and possibly the loss of the tap. The use of a stub-out without a meter is a violation of State and Federal laws and the MSDH and the Public Service Commission.

9. Pressure Test: Upon completion of the installation, the water lines must be subjected to a standard pressure test for 24 hours. The District's engineer or designated representative must witness the test. The water lines must then be chlorinated with a solution of 50 PPM or greater. This solution must remain in the line for at least 24 hours. The line must then be flushed thoroughly to remove any residue and the high concentration of chlorine. The District must then take a water sample for examination by the MSDH. If the sample is negative for any bacteria, the developer may apply for final approval from the MSDH. If the sample is positive, the line must be re-chlorinated and re-sampled.

10. As-Built Plans: The project engineer must prepare a set of "As-Built" plans and submit them to the MSDH, along with his certification that the construction was completed in accordance with the plans and specifications. A copy of the negative sample report must also be submitted at this time. The District must verify to MSDH that the construction meets its approval as well. The MSDH will then issue final approval of the development by letter to HWD. *If it was necessary to extend the District's certified area, a copy of the Public Service Commission's order must be submitted to the MSDH before they will issue final approval for the development.*

11. Unmetered Taps: The District will not guarantee unmetered taps beyond three (3) years from the date of final approval of the MSDH.

12. Warranty Period: The developer is required to maintain the water lines for a one-year warranty period from the date of final approval from the MSDH, although the lines actually become the property of the District when water is introduced into the lines. The District reserves the right to govern the installation of all taps on the new lines. This includes taps that are not included in the proposed development. The District will pay the expense of any taps that are installed at

the time of construction, but are not a part of the proposed development.

13. Construction Stages: If the developer completes the development in portions or stages, or if any additions or extensions are made, the aforementioned procedures must be followed for each stage of the development or for each extension.

14. Burial Cable: In cases where direct burial cable is installed in the subdivision, a minimum of five foot horizontal and twelve inches vertical clearance from the water line will be achieved.

15. Detection Device Requirement: A minimum of #12 coated wire, or equivalent, will be installed in the upper twelve (12) inches of the trench for all new water lines. The purpose of this is for future detection and maintenance needs.

ADDENDUM II

Customer # _____

Date _____ **HILLDALE WATER DISTRICT, INC.**
Water Users Agreement

Received of: _____

Service Address: _____

Mailing Address: _____ Phone: _____

Deposit	_____
Membership Fee	_____
Transfer Fee	_____
Tap Fee	_____
Tax on Tap Fee	_____
Total Payment	_____
Method of Payment	_____
☐ Flood Letter ☐ Notice of Intent	

The Association shall purchase and install a water meter, cutoff valve and check valve for each service. The meter and valves shall be connected to the distribution system of the Association, in consultation with the Member, at the nearest place of desired use by the Member provided the Association has determined that the Association water system is of sufficient capacity to permit delivery of water at that point. The Association shall have final jurisdiction in any question of location of a service connection to its distribution system. The Association shall also have exclusive right to use the cutoff valve and water meter and to turn it on and off. **The applicant agrees that all on-site wastewater disposal guidelines set forth by the State Department of Health have been followed.**

The Member shall install and maintain at the Member's expense a service line from the meter location to the dwelling desiring service.

The Member shall pay for water used at such rates, time and place as shall be determined by the Association. Failure of the Member to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

- Charges not paid within fifteen (15) days from the bill date will be subject to a penalty of ten (10) percent of the delinquent amount.
- Failure to pay any water bill on or before thirty (30) days from the bill date shall subject the member to discontinuance of water service.
- In the event it becomes necessary for the Association to shut off the water from a Member's property, a fee of \$50.00 will be charged for the re-connection of the service.

Any Member who allows a connection or extension to be made to the Member's service line for the purpose of supplying water to another user shall be subject to termination of service. If a Member's meter is locked off for this violation, service shall not be restored until applicable tap fees have been paid for each service connection to have an individual water meter installed.

Revised 1/2005

Accepted: _____ **HILLDALE WATER DISTRICT, INC.**

BY: _____ BY: _____

Each applicant is given equal consideration without regard to race, national origin, color, religion, sex, marital status, age, or handicap.

ADDENDUM III

CUSTOMER GRIEVANCE-COMPLAINT FORM HILLDALE WATER DISTRICT, INC.

I, _____, have water service at _____,
And do hereby make an official complaint against Hilldale Water District. The reason for my complaint stems from (Circle One) improper payment credit, meter reading error, no response to a reported problem, improper employee conduct, other _____.

Supporting Information
(Complete the Appropriate Fields that Apply to the Type of Complaint)

IMPROPER PAYMENT CREDIT			
Balance stated on Water Bill	Payment Not Credited	Date of Payment	Proof of Payment
METER READING ERROR			
Previous Meter Reading on Bill	Current Meter Reading on Water Bill	Reading Recorded by Customer	Date of Customer's Reading
NO RESPONSE TO A REPORTED PROBLEM			
Date Problem Reported	Employee to whom Problem Reported	Date of Follow-Up Report of Same Problem	Date of 2nd Follow-Up Report of Same Problem
State Problem That has not Been Corrected Below:			
Other Customer Grievance-Complain			
Date Incident Occurred	Nature of Grievance-Complaint	Customer's Request for Correcting the Problem	
State the Details of the Other Customer Grievance- Complaint Below:			

WITNESSETH

I, _____, do hereby attest that the information that I have provided above is true and factual. I understand that it is my responsibility to provide the burden of proof to further document my claims so that appropriate action can be taken by the Board of Hilldale Water District. I

have been advised to: (Circle One) 1. Provide substantiating proof at the monthly Board Meeting scheduled for / / at _____ o'clock, or 2. The employee has agreed to present this grievance-complaint to the Board for action, which will not require me being present. I have requested that either one of the Board Members or one of the employees of Hilldale Water District to contact me as to the Board's decision at _____(phone number).

Name of Employee Assisting Customer

Date

Signature of Employee

ADDENDUM IV

HARDSHIP PAYMENT AGREEMENT

HILDALE WATER DISTRICT, INC.

_____, who has water service at _____,
has incurred a hardship relating to the payment of his/her current water bill owed to Hilldale Water District. The reason for the hardship is (circle one) illness/injury, death in family, loss of employment, excessive water bill as the result of a leak, other _____.

WITNESSETH

_____, herein identified as the Customer agrees to pay \$ _____
in addition to subsequent monthly water bills by the 15th day of each month to Hilldale Water District, herein identified as the Company. The remaining balance will accumulate without any penalties or interest for a maximum of three months from the date of this agreement. On _____, the remaining balance must be paid in full or the customer must petition the Board of Directors of Hilldale Water District for and extension of not more than two additional months.

CUSTOMER

_____ (Signature of Customer)	_____ (Date)	_____ (Driver's License Number)
_____ (Customer's Place of Employment)	_____ (Home Phone Number/Cell)	_____ (Work Phone Number)

COMPANY

_____ (Signature of HWD Representative)	_____ (Date)
--	-----------------

The end of the term of this agreement is: _____

FUTURE HARDSHIP PAYMENT AGREEMENT LIMITATIONS

The Company will not grant future Hardship Payment Agreements to the Customer unless at least 12 calendar months have elapsed from the end of the term of this agreement or at the end of the two month extension of the Hardship Payment Agreement (Whichever is later). This does not prevent the customer from entering into a Payment Extension Agreement at any time after the end of the term of this agreement unless the Customer has not complied with the conditions of this agreement.

DEFAULT

If the Customer does not pay the stipulated balance on the dates as stated above, this agreement will be considered null and void, and the Company will terminate water service to the Customer. If Customer's service is terminated due to failure to comply with the conditions of this agreement, the service can only be restored after the Customer has paid all water charges (including unpaid balance), late charges and service charges.

Furthermore, the Company reserves the right to not enter into future Hardship Payment Agreements or Payment Extension Agreements with the Customer if the Customer fails to comply with the conditions of this current agreement.

Furthermore, if the Customer has his/her water service terminated due to default of this agreement and fails to remit the entire balance including all water charges, late charges, and service charges within 60 days after termination, the Company will file a lawsuit with the Warren County Justice Court. All court costs and attorney's fees will be included in the lawsuit.

File Copy in payment suspense file for review at end of month. After terms and conditions are met by customer, file in permanent historical files.

ADDENDUM V

PAYMENT EXTENSION AGREEMENT HILLDALE WATER DISTRICT, INC.

_____, who has water service at _____,
is unable to pay his/her current and past due water charges by the due date in prior
agreement.

WITNESSETH

_____, herein identified as the Customer agrees to pay
his/her entire balance including past due and current water charges and late charges of \$ _____
by the last day of this month to Hilldale Water District, herein identified as The Company. This
agreement must be signed before the 1st day of the month, and becomes null and void on the last day
of the month. The Company agrees not to terminate the water service of the Customer within this
month, but will access a 10% late charge if payment is not received by the 15th day of the month.

CUSTOMER

(Signature of Customer) (Date)

The end of the term of this agreement is: _____
(Date)

DEFAULT

If the customer does not pay his/her entire balance by the last day of this month, this agreement will be
considered null and void, and the Company will terminate water service to the Customer. If Customer's
service is terminated due to failure to comply with the conditions of this agreement, the service can
only be restored after the Customer has paid all water charges (including unpaid balance), late charges
and service charges.

Furthermore, the Company reserves the right to not enter into future Payment Extension Agreements
of Hardship Payment Agreements with the Customer if the Customer fails to comply with the conditions
of this current agreement.

Furthermore, if the Customer has his/her water service terminated due to the default of this agreement
and fails to remit the entire balance including all water charges. Late charges and service charges within
60 days after termination, the Company will file a lawsuit with the Warren County Justice Court. All
court costs and attorney's fees will be included in the lawsuit.

File copy in payment suspense file for review at end of month. After terms and conditions are met by
customer, file in permanent customer historical file.

