

**TOWN OF SMITHVILLE
WATER, SEWER AND GARBAGE
RULES, REGULATIONS & APPLICATION
AGREEMENT**



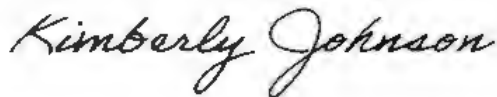
We, the undersigned, do hereby, proclaim, adopt and approve the following rules and regulations for the operation and maintenance of the Water, Sewer and Garbage for the Town of Smithville Water System and Smithville Rural Water System.

Signed this 13th day of September, 2022



Phil Goodwin, Smithville Mayor

ATTEST:



Kimberly Johnson, Town Clerk, CMC

TABLE OF CONTENTS

INTRODUCTION	4
APPLICATION PROCESS	4
AVAILABILITY	5
DEPOSITS/CONNECTION FEES	5
SERVICE	7
COMPREHENSIVE CUSTOMER SERVICE POLICY	13
DEFINITIONS	13

INTRODUCTION

These regulations and rules govern the utility services for water, sewer, sanitation and/or any combinations, with the Town of Smithville and the Smithville Rural Water Utility District. These rules and regulations were adopted on September 6, 2022 and shall become effective on October 1, 2022. The word “Town” shall mean Town of Smithville and/or Smithville Rural Water. The terms “Applicant(s)” or “Customer(s)” shall mean the person, persons, company, corporation or other entity to receive utility service from the Town.

The Town and Applicant(s) do contract and agree to the following terms and conditions:

APPLICATION PROCESS

1. The application shall serve as a written request for utility services from the Town by the Applicant on a form that will be furnished by the Town.
2. Utility service is subject to approval of the Smithville Water Department or designee after receipt of application, and all required fees.
3. The Applicant(s) must be an adult, and the property owner(s) or a tenant with a legal interest in the property with evidence provided. In the instance of rental properties, residential or commercial, both the property owner and the tenant must supply pertinent information as determined by the Town. A married minor, at least 18 years of age, may apply when the property is the homestead of the minor. Military personnel, at least 18 years of age, may apply when the property is his/her homestead.
4. **No utility service shall be initiated at any property until the application has been completed in its entirety, a valid state or federal picture identification has been produced and any proper documentation has provided to the Town.**
5. **If services are disconnected at the time of application, any outstanding balance associated with that property must be brought current before services are reconnected.**

6. **It is the responsibility of the applicant(s) to bring any past due balances current before utilities will be placed in their name(s).**
7. The Town of Smithville accepts the following forms of payment: cash, check, money order, and credit card. Online payments are also accepted via the website www.msezpay.com.

AVAILABILITY

Water Service from the Town of Smithville/Smithville Rural Water is available to all applicant(s) in the certified service area subject to the Service Extension Policy of the Town of Smithville and other duly approved fees, deposits, rules and regulations. Any and all water meters installed by the Town shall remain the exclusive property of the Town.

DEPOSITS/CONNECTION FEES

1. **DEPOSITS** - A deposit in accordance with the deposit schedule listed below shall be required before service may be rendered to any customer(s).

Town Limits

- With Deed - \$75.00
- Rental with Lease Agreement - \$150.00

Rural (Outside of Town Limits)

- With Deed - \$75.00
- Rental with Lease Agreement - \$75.00

Motels, Apartment Complexes, Service Stations and any meter service larger than $\frac{3}{4}$ inch, up to but not including two (2) inch service or any service having extra users on one (1) meter services.

\$100.00

Services with excessive usage or bad debt service records, trailer parks with greater than two (2) units, car washes, swimming pools, laundromats, truck stops and marinas or any meter service two (2) inches and/or larger.

\$200.00

Upon termination of service to any customer(s), this deposit shall be applied against any unpaid balance of the customer(s) bill and the remaining balance of the deposit (if any exists) shall be refunded to the customer(s). The customer(s) must provide the clerk with the termination date and forwarding address to process any refund checks applicable.

2. **CONNECTION FEES** – The following service connections fees shall apply:

METER TAP FEES

- ¾ inch Service Tap Charge \$825.00
(Plus, any cost to repair road, if applicable)
- 1 inch Service Tap Charge \$975.00
(Plus, any cost to repair road, if applicable)
- 2-inch Service Tap Charge \$1,375.00
(Plus, any cost to repair road, if applicable)

SEWER TAP FEES (in Town Limits)

- The following service connection fee shall apply: \$375.00

ROAD BORE FEE (if applicable)

- The following service fee shall apply: \$1,200.00

Above connection fees, as well as applicable deposits, shall be collected in advance by the Town and will include the cost of making the actual connection and extending the service line to customer's property line. All services extended beyond **50 feet** from main line will be at the customer(s) expense. The connection fees, tap fees and road bore fees are non-refundable.

3. When utility service is approved by the Town, before any utility service is connected, the Applicant (shall pay all utility deposits and any other applicable fees.
4. The amount of utility deposit and tap fees shall be the amounts enforced at the time of receiving the application.
5. The deposit for utilities shall be security for payment and guarantee of payment of all bills for utilities, for value of all meters, facilities, pipes and appliances furnished by the Town, and for any materials of any kind acquired from Town of any services, fees, penalties, charges, or any other amounts owed to the Town.
6. In the event a deposit is used by the Town to pay any amount owed to the Town and as a condition for further utility service, the Town may require additional deposits from the Applicant(s), at the discretion of the Town.
7. In the event utility services are properly cancelled by the Applicant(s), the deposit shall be returned to the Applicant(s), (deposit will not be returned to another party), less any bills or other amount owed to the Town. The deposit will be returned after the end of the then present utility cycle and after approval of refund by the Town's governing authorities at an official meeting. A customer cannot call in requests over the phone to cancel utility services. The customer must come into the utilities department and cancel services by written documentation (proof of identification is required).
8. Any charge, bill, fee, late charge or penalty connected with utility services is not a deposit and shall not be refundable.
9. In the event the Town refuses utility services to any Applicant(s) for any reason after deposits are made, the deposits will be returned, per paragraph 6 above, to the Applicant(s) and such return of deposits shall terminate and end all rights of Applicant against the City.

SERVICE

1. The Applicant(s) shall pay the Town for all utility services metered and/or charged at the rates established by the Town, applicable to the class of service furnished to premises (residential, commercial, industrial).

2. **Utility service and monthly charges shall continue until the Applicant(s) delivers a written notice to the utility department requesting the cancellation of service. The Applicant(s) shall be responsible for all utility charges until service is properly cancelled.**
3. All services extended beyond **50 feet** from the main line will be at the customer's expense.
4. Utility service to the Customer(s) is subject to all requirements of all ordinances, resolutions, and rules and regulations of the Town pertaining to rates, pipes, facilities, construction, use and any other matters affecting and related to utilities.
5. The Town will provide the meter, regulator and service connection, as needed, for water and sewer. The Town is responsible for the connection at the Applicant(s) property line, and Applicant(s) shall be fully responsible for all pipes, lines, facilities and other equipment in the house, building or structure, and on property of Applicant(s). The meters, regulators, connection facilities and all parts and accessories shall remain the property of the Town.
6. The Applicant(s) shall grant the Town any and all rights-of-way and easements necessary for the utility services applied for on, under, along and over the property of the Applicant(s), to include the right of the Town to enter upon property of the Applicant at any time to read, repair, maintain, inspect, replace, remove, adjust or in any way deal with any of the Town's facilities and equipment, including termination of service.
7. The Applicant(s) shall protect and defend Town pipes, facilities, meters and all other equipment from removal, damage or alteration. All Town equipment, meters, pipes, facilities and accessories and parts shall not be removed, altered, disconnected, connected to or in any way be affected, except by the Town employee. The Applicant(s) shall notify the Town of any knowledge of the Applicant(s) or others tampering with or damaging such Town property. The continued unauthorized tampering or damage to Town facilities may result in termination of service and/or subject customer(s) to charges and expenses of damages to Town facilities. Continued unauthorized use of utility services (straight-piping, illegal usage) could also result in theft charges against the resident through the courts. The Applicant(s) shall guarantee that all Town equipment, meters, and supplies shall be returned to the Town in good condition. Customer(s) shall provide a space for and exercise proper care, to protect the property of the Town on its premises, and in the event of loss or

damage to the Town's property, arising from neglect of customer to care for same, the cost of necessary repairs or replacements shall be paid by the Customer(s).

8. Town utility services to the Applicant's property shall not be disconnected, connected to another house or unit, or shared with another property in any way. Failure to adhere will result in immediate disconnection of services and the enforcement of criminal charges through the courts. Services will not be re-established until the customer(s) has paid all fines and past due balances to the Town of Smithville.
9. The sewer service to the Applicant's property shall be used in compliance with all Town sewer use rules and regulations. There shall be no prohibited substances placed in the Town's sewer lines. The applicant(s) shall not allow rain water or other extraneous water or liquids to go into the Town's sewer lines. The Town shall have the right to inspect and test the sewer lines and facilities of the Applicant(s) at any time. In the event the Applicant's sewer lines or facilities are found to be defective or below standard, the Town may notify the Applicant(s) and require immediate repair or replacement by and at the cost of the Applicant(s). In the event the Applicant(s) fails to correct defects or problems after notice from the Town, the Town may charge an additional fee or penalty to the utility bill of the Applicant until service is corrected or problem eliminated to the satisfaction of the Town. A serious or continued violation of sewer regulations may result in termination of service.
10. The Applicant(s) shall pay to the Town, any and all charges, service fees, late fees, connection fees and any and all other such charges as set by the Town from time-to-time.
11. Upon the Applicant's failure to pay all charges and bills of the Town for any utility service or for any other charges, fees or penalties, by the 15th day of each month, the Town may charge the delinquent customer(s) a **late charge** in the amount of **\$6.00** as set by the Board of Aldermen from time-to-time. The Town may, at its discretion and option, terminate the utility service to the Applicant(s) without notice to the Applicant(s). In the event utility service is terminated by the Town, before utility service is restored, the Applicant(s) must pay the Town in full for any outstanding bills and charges, any required deposits and all fees, charges and penalties for service calls, collection and reconnection, if any. If the bill is not paid on or before the 25th day of each month, and a **\$30.00 service charge** shall be

- added to the bill. A cut-off notice will be taped on the door of the residence or the most accessible location and service shall be discontinued after five (5) days of notification. In addition, bill must be paid at the office of Town Hall in order to have service reconnected.
12. The Town may refuse to approve utility service to an Applicant(s) until all outstanding and previous bills, charges and monies owing to the Town from the Applicant (or any one of Applicant(s)), for any location or any time, have been paid in full. If a previous unpaid bill is discovered during present utility service, the previous unpaid bill may be added to and become an obligation under the present utility service.
 13. Service calls by the Town for any reason will be made during normal working hours of the Town of Smithville Town Hall, Monday through Friday of each week, except for holidays. Any service calls by the Town during holidays or on weekends may result in an additional and higher service call charge to the Applicant(s) by the Town.
 14. The Town may take any collection procedures and actions, in its discretion, deemed advisable and necessary to collect delinquent and past due bills, charges and accounts, including litigation; and any such collection procedures will be in addition to late charges and the termination of utility service. The Applicant(s) agrees to pay the Town any costs incurred by the Town to collect delinquent and past due accounts, including litigation expense and costs, attorney's fees and collection fees.
 15. **Failure to receive bill does not release customer(s) from their payment obligation.**
Should the due date (15th) fall on a weekend or holiday, the next business day will be held as a day of grace for payment.
 16. In the event the Town receives a check from the Customer(s) or on the Customer's behalf which is drawn on a closed account or which is returned due to insufficient funds (NSF), the Town may charge the customer a minimum of \$35.00 for collecting the bad check, in addition to an additional service charge the Town may incur concerning the returned check. In the event such a check is received by the Town on an account which is already delinquent, the Town may then also, immediately terminate utility service. A check returned from the bank marked, Account Closed or Forgery will have a minimum \$35.00 charge plus any additional fees the Town might incur concerning said check and will constitute discontinuance of service immediately at the meter of the water account being

paid with said check. If needed, civil action can be pursued to collect said amounts due and the customer(s) will be responsible for all costs and attorney's fees incurred by the Town of Smithville.

17. If a customer(s) should request temporary discontinuance of service, a lock must be installed on said meter by the Town in order for the customer not to receive a monthly minimum bill.
18. The Town will endeavor to provide uninterrupted service to its customers. Whenever practicable, notice of impending shut down of service will be given to its customer(s) but the Town reserves the right to shut down any service at any time, in the event of emergencies, **without** notice. The Town shall not be liable for any damages resulting there from.
19. Customer shall notify Distributor immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of water. Such notices, if verbal, should be confirmed in writing.
20. Distributor will at its own expense make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. Distributor will make additional tests or inspections of its meters at the request of the customer. If such tests show that the meter is accurate within 2% slow or fast, no adjustment will be made in customer's bill and a \$10.00 test fee will be paid in addition to bill under question. In case the test shows meter to be in excess of 2% fast an adjustment shall be made in the customer's bill over a period of not over sixty days prior to the date of such test and meter will be replaced.
21. When a previously hidden leak on the customer's water system is discovered, either by customer or by the Distributor, (the cost of the water is due) but the Distributor may elect to share in the cost of the sewer charge above the customer's normal consumption, provided the adjustment amounts to as much as a\$1.00. Adjustments are made for the sewer by figuring, from account history, the average sewage charge for the last six months on that account. Adjustments for increased charges resulting from hidden leaks may be made only, if necessary, repairs are made promptly and certain information is furnished to the Distributor by the customer. The Distributor will not continue making adjustments to excessive bills where the problem is the same reoccurring problem.

22. All purchased water service (other than emergencies or standby service) used on the premises of Customer shall be supplied exclusively by Distributor, and the customer shall not directly or indirectly sell, sublet, assign or otherwise dispose of the water service of any part thereof.
23. Relocation of water meters for the benefit of customer shall be at the expense of the customer. A flat rate of \$150.00 will be charged for each relocation and shall be paid in advance.
 - A. Relocation of water meters applies only to the lot for which it was set providing boring is not required and does not mean a transfer to another point of delivery.
24. Any homeowner within the corporate limits of Smithville that has a swimming pool, above or below ground level, with a capacity of 5,000 gallons or greater, may have the opportunity to be exempt from sewage charge on the water that filled their pool if certain criteria is met.
25. A service charge of \$10.00 shall be charged for each call made to cut water on or off after normal working hours and weekends. During working hours the charge will be \$5.00.
26. A copy of these Rules and Regulations, a copy of the Distribution System Expansion, and Comprehensive Customer Service Policy shall be kept open to inspection at the business office of the Distributor.
27. This schedule of Rules and Regulations is a part of all contracts for receiving water service from the Distributor and applies to all service received from the Distributor whether the service is based upon contract agreement, signed application, or otherwise, and acceptance of service by customer will constitute agreement to the items established herein.
28. This schedule of Rules and Regulations do not cover every conceivable condition or situation that may arise, but only most of the reoccurring situations, where standardized policies 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. These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time by a majority vote of the Board of Aldermen. Such changes, when

effective, shall have the same force as the present Rules and Regulations. **June 7, 2022**, the provision of this Schedule of Rules and Regulations were adopted by the Town of Smithville Board of Aldermen and shall apply to all customers effective October 1, 2022 and/or hereafter-receiving water service.

COMPREHENSIVE CUSTOMER SERVICE POLICY

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

Definitions

Utility System: Utility System refers to the Town of Smithville-Water, Sewer, Garbage and Town of Smithville-Rural Water System.

Board: The Board refers to the Mayor and Board of Aldermen that have been duly elected in accordance with the laws of the State of Mississippi.

Customer: Customer refers to any household or business that is receiving water supplied by Town of Smithville – Water, Sewer, Garbage and Town of Smithville – Rural Water System.

Service Connection: Service Connection refers to the physical tap, line, curb stop, meter, and meter box supplied by and owned by the Utility System. 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 Utility System retains full ownership and control of the Service Connection. The Customer is benefited by being the sole customer who has access to the Service Connection.

Late Charge: The Late Charge is a \$6.00 fee assessed to a current balance that has not been received by the 16th day of each month (when the night deposit box is opened and mail checked).

Service Charge: The Service Charge consists of a collection fee (\$30.00) that is assessed if full balance of customer's account is not paid with ten (15) days of the due date of the bill (15th). The collection fee is assessed if the account comes up on the computer printout "Disconnect Report" on the 26th day of the current billed month or the next working day, if the 26th falls on a weekend or holiday. At the time an account appears on the "Disconnect Report", a \$30.00 service fee is assessed and an order to terminate service will be issued by the Billing Clerk. The employees will actually lock the meter as soon as feasibly possible after receiving the cut-off notices for those still unpaid that are on the 25th "Disconnect Report". No phone calls will be accepted at the office concerning Hardship or Payment Extension, other than to advise the caller that the Hardship Agreement or Payment Extension Agreement is available from the Billing Clerk at the office (hours Monday – Friday 8- 4:30)

Delinquent: A customer's account is considered delinquent if any portion of the account is not paid by the 25th at midnight of that current billed month.

Hardship Agreement: The Hardship Agreement is an informal written agreement between a customer of the Utility System and the Board. The Hardship Agreement is granted when a customer has incurred a large water charge that he is unable to pay as the current bill. The Hardship Agreement is also granted when a customer incurred a hardship such as:

- Illness/injury-name on account/head of household or spouse of either – if takes them away from employment for at least 7 consecutive days (must furnish information on employment letterhead from appropriate employer official.
- Death in family-name on account/head of household, spouse or child living at home
 - Loss of employment – name on account/head of household
 - Excessive water bill as the result of a leak
 1. must furnish receipts for plumber or repair supplies or

2. sign an affidavit that a leak was fixed or
3. Town of Smithville employee or Board official certifies that owner had a leak

Payment Extension Agreement – The Payment Extension Agreement is an informal written agreement between a customer of the Utility System and the Board. The Payment Extension Agreement is granted to a customer before the 26th day of each month where the customer agrees to pay all past due and current balances before the end of the current month or by the date feasibly possible as determined by the Billing Clerk. The Utility System will not terminate a Service Connection if a valid Payment Extension Agreement is in force for said month.

Terminate: To Terminate a Service Connection is to actually look or cup the Utility System's curb stop or to remove the Utility System's meter for the purpose of discontinuing water service to the customer.

Bad Debt: Bad debt will be collected through prompt lawsuit filings for the purpose of being awarded, a judgment and garnishment of wages to reimburse the Utility System all legal expenses, court costs, and Bad Debt from the customer.

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 contained by law. Every applicant is responsible, and in the event the meter is tampered with, the applicant agrees to pay all identifiable costs plus \$250.00 in liquidated damages, as actual damages cannot be determined. 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. The customer shall further be responsible for any costs and legal fees incurred by the Town of Smithville for proceeding in any civil action against customer.

Customer Grievance: a Customer Grievance is an informal complaint generated by a Utility System customer and directed to the Utility System's Billing Clerk. The Customer must inform the Billing Clerk of any suspected error or discrepancy in the billing of the Customer's water usage. The Billing clerk then investigates the Customer Grievance.

- The Billing clerk will check the readings, account history, and use every means available to determine if and how to correct the error or discrepancy in the billing. The Billing Clerk will advise the customer promptly, but if the Customer does not agree the Customer can reject correct and request in writing that the evidence be presented before the Board at the next regularly scheduled Board meeting. The Billing Clerk should receive this request by Friday before the regular scheduled board meeting, the first Tuesday of each month at 7:00 P.M. at the town Hall, in order to be placed on the agenda. The Customer and Billing Clerk must be present-to-present evidence to the Board. After that time, the Billing Clerk will make any adjustments or corrections as directed by the Board.

Board Meeting: The Mayor or Board of Aldermen conducts its regular monthly Board Meeting on the first Tuesday of each month. All meetings are open to the public, but anyone wishing to address the Board must notify the Town Clerk of the Town of Smithville by Friday prior to the Board Meeting.

Billing Clerk: The Billing Clerk is a Town of Smithville employee responsible for the billing, collecting, posting, and depositing all Customer payments concerning the Utility Systems.

Maintenance Superintendent: The Maintenance Superintendent is responsible for all aspects of O & M for the Utility System and complying with SDWA and CWA regulations under the supervision of the certified operator of record.

Service Extension: Any extension of the Utility System existing facilities including the installation of meters/service connections or main line extensions.

Applicant for Service: Any person or entity applying to Utility System for new water service.

Notice of Intent: Is issued by the Monroe and Itawamba County Department of Health Environmentalist, which is basically an affidavit of an individual promising to install the on-site wastewater (sewerage) disposal system recommended by the Environmentalist.

Engineer: a professional certified civil engineer with extensive experience in the hydraulic design and construction of potable water systems.

Certified Area: The delineated franchise boundary established by the Mississippi Public Service Commission establishing Town of Smithville – Water, Sewer, Garbage and Town of Smithville – Rural Water System as the sole water utility provider within the service area.

User Agreement: a contractual agreement between applicants for water service and Utility System.

Cross Connection: Any potential hazard that exists past a customer's service connection that could introduce containments into the system's water supply. All cross connections shall have approved backflow/back siphonage prevention devices installed at the service connection at the customer's expense.

Swimming Pool: Any above or below ground pool that has the capacity of 5,000 gallons or greater.

- Any homeowner within the corporate limits of Smithville that has a swimming pool may have the opportunity to be exempt from sewage charge on the water that filled their pool.
- Any person wishing to do this must:
 1. Notify the Billing Clerk two (2) days prior to the scheduled filling
 - Meter will be read on scheduled day
 - 48 hours later the meter will be read (*If you cannot fill within the 48 hours, you must notify the billing clerk)
 2. Swimming Pool will need the plumbing installed so that water pumped out will not enter the sewer lines
 3. Pay a \$10.00 service charge for the 1st 48 hour request

4. Pay an additional \$10.00 service charge if additional time is required.

- Limit is one (1) time per homeowner per six (6) months.
- Any homeowner putting in a new pool will have the same opportunity as stated above.
- Any person found abusing this privilege will forfeit their right for any future request for sewage adjustment on the water bill.