

MCHENRY UTILITY ASSOCIATION, INC.

USER CHARGE ORDINANCE

AN ORDINANCE TO PROVIDE FOR THE COLLECTION OF USER CHARGES FROM USERS OF THE PUBLIC WATER.

BE IT ORDAINED BY THE MCHENRY UTILITY ASSOCIATION, INC. AS FOLLOWS:

ARTICLE 1 DEFINITIONS

The following words and terms when used in this ordinance are intended to mean and shall mean as follows, to wit:

Association shall mean the McHenry Utility Association, Inc.

“The Board”, “Trustees” or “Board of Trustees” shall mean the Board of Trustees that have been duly elected in accordance with the by-laws of the Association.

Person shall mean any member, firm, or association, either as principle or as agent for another.

Customer”, “Member” shall refer to any household or business that is receiving water supplied by the Association.

Water shall mean the water service belonging to and furnished by the Association.

May shall mean the possibility of.

Shall means the inevitable; will/must be implemented, occur or transpire.

Qualified shall mean officially recognized as having attended and completed training in accordance with Mississippi State Department of Health regulations through the Mississippi Rural Water Association’s Board Member Management Training, within 60 days of election to said position (or the immediate, next available training if one is not available within the initial 60-day window).

Cumulative Voting shall be defined as a system of voting in an election in which each member is allowed as many votes as there are candidates and may give all to one candidate or varying numbers to several.

Service Connection shall refer 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 by being the sole customer who has access to the Service Connection.

Delinquent shall refer to a customer's account if any portion of the account is over 1 day beyond due date.

Terminate shall mean to lock or remove the meter for the purpose of discontinuing water service to the customer and removing them as a member of the Association.

Theft of Water shall refer 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.

Service Extension shall mean any extension of the water system's existing facilities including but not limited to the installation of meters, service connections or main line extensions.

Applicant for Service shall mean any person or entity applying to the Association for new water service.

Notice of Intent shall be issued by the MSDH, in reference to an individual proposing to install the on-site wastewater (sewerage) disposal system recommended by the MSDH.

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

Certificated Area refers to the delineated franchise boundary established by the Mississippi Public Service Commission establishing McHenry Utility Association, Inc. as the sole water utility provider within the service area.

Users Agreement refers to a contractual agreement between applicants for water service and MUA.

Cross Connection refers to 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 / back-siphonage prevention devices installed at the service connection at the customer's expense.

ARTICLE II USER CHARGES

- Section 1.** User charges shall be levied on all users including, but not limited to, persons, firms, corporations, or governmental entities that consume water from the public supply.
- Section 2.** The user charge shall include the costs of operation and maintenance (including replacement) of the public water works, retirement of existing debt included herein, and repayment of any Drinking Water Systems Loans in accordance with the approved User Charge System, included herein by reference.
- Section 3.** The Board of Trustees shall review every year the contributions of users, the total costs of operation and maintenance (including replacement) of the waterworks, and the user charge system. The Board of Trustees shall revise the user charge, if necessary, to generate sufficient revenue to pay the total operation and maintenance (including replacement) costs of the water works, retirement of existing debt included herein, and repayment of any Drinking Water Systems Loans.
- Section 4.** The user rates and that portion of the user charges which is attributable to operation and maintenance of the water works is made available to all users annually.
- Section 5.** Parks and apartment complexes having two or more users to a water meter shall be billed at the commercial rate, with no quantity discount.
- Section 6.** Charges and bills for water service provided to business or commercial customers or any other person furnished water shall mature on the date of the statement and be due and payable on or before the 15th of each month. After the 15th of each month a late fee of \$5.00 will be incurred for each month, the account has outstanding charges in default.
- Section 7.** Failure to pay any bill on or before 60 days from due date of the 15th of each month shall subject the customer, consumer, or user to the loss and discontinuance of service without notice. If any such service is discontinued due to nonpayment, service shall not be resumed until the bill is paid in full, together with a \$50.00 disconnect/reconnect fee, this amount being determined as the reasonable cost to be incurred by the Association in disconnecting and resuming service. Non-payment for 90 (ninety) days shall result in the termination of membership by the association.

Section 8. Meter Installations—Any customer shall not be entitled to service until completion of a Water User Agreement Application, becoming a member as required by by-laws of the Association. Now therefore, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed:

- A. \$25.00 membership is required.
- B. \$50.00 transfer fee is required for a member that is transferring an already existing service into their name.
- C. \$150.00 deposit required for renters prior to service. This deposit shall serve as a guarantee of payment and may be used by the association to satisfy any unpaid bill. Any deposit shall not bear interest. Deposits shall be refunded after termination of service and after payment due theretofore furnished. Any such deposit shall not affect the right of the Association to discontinue service due to failure to pay any bill on or before 60 days from due date of the 15th of each month.
- D. \$700.00 connection fee is required for new service. Any new added service, the member must provide a Mississippi State Department of Health “Notice of Intent” (Form 335E) approval form before water can be furnished. This form can be obtained at the Wiggins, MS local Department of Health office. *“The applicant agrees that they have followed the guidelines set forth by the State Department of Health regarding onsite wastewater disposal.”*
- E. \$50.00 service charge fee for after business hours.
- F. \$35.00 Return check fee.
- G. \$0.50 / per page photocopy fee. (Allow 24 hours to process request for photocopies. Requests must be made in writing.)
- H. Members shall install and maintain at their own expense a service line, beginning at the property line and extending to the dwelling and other portions of their premises. Member’s service line shall connect with the distribution system of the Association provided the Association has determined in advance that the Association's water system is of sufficient capacity to permit delivery of water at that point. The Board of Trustees shall give consideration to the estimated consumption and use of water by the respective customer and consumer in determining the size of the meter that shall be installed.
- I. The Association may install a cut-off valve and water meter at a point on the system as determined by the Association. The Association shall have exclusive right to the use of such cut-off valve and meter. The Association

shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to the Members in the event of a water shortage; and may shut off the water of a Member who allows a connection or extension to be made to his service for the purpose of supplying water to another user.

- J. Any and all water meters installed by the Association shall remain the exclusive property of the Association.

ARTICLE III WATER RATE SCHEDULE

The following rate system shall apply to each user of the waterworks. This system includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

Water only rate schedule

Initial Increment \$15/ first 2000 gal

Second Increment \$5/ additional 1000 gal

ARTICLE IV TAMPERING WITH METERS

If any person tampers with or in anywise makes or attempts to make any improper use or adjustment of any water meter, stopcock, or service pipe, or attempts in any way to avoid payment of the proper amount due or to become due for the water obtained or to be obtained or used by such person or for their benefit, then in any of said events the Association shall have the right, without notice, to immediately discontinue the water service of such person and/or charge costs for all resulting damages with costs to be reflected on the following month's water bill.

ARTICLE V AMENDMENTS

This ordinance shall be amended, as necessary, to comply with Federal or State Regulations and the Association's by-laws.

ARTICLE VI VALIDITY

Section 1. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 2. The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be given effect without such invalid part or parts.

Section 3. *MUA will not now, or in the future, connect nor form any agreement, verbal or written, with Stone County Utility Authority, to include but not limited to the buying, selling, usage or donation of water for any reason.*

The above ordinance was read and considered by Sections in a meeting of the Board of Trustees and on motion duly made for the adoption of said Ordinance and seconded, a vote was taken as follows:

Mark Blockwell - yes
Monica Parker - YES
Dwight Slade - YES
Shanna Baker

Thereupon the Board of Trustees declared the Ordinance duly adopted this the 30th day of DECEMBER, 2024, and declared same to be full force and effect according to law.

