RULES, REGULATIONS, POLICIES,

AND PROCEDURES

OF

Brooklyn Utility Association, Inc

P.O. Box 69

Brooklyn, MS 39425-0069

210 Old Highway 49 to Brooklyn

Forrest County

MS 0180014

AMENDED AND APPROVED BY THE BOARD OF DIRECTORS ON

JANUARY 10, 2022

BY-LAWS

OF

BROOKLYN UTILITY ASSOCIATION, INC

BROOKLYN, MISSISSIPPI

**ARTICLE I**

**NAME AND PLACE OF BUSINESS**

**Section 1.** The name of this organization shall be Brooklyn Utility Association, Brooklyn,

Mississippi.

**Section 2.** The office of Brooklyn Utility Association shall be in Forrest County, at

 Brooklyn, Mississippi.

**ARTICLE II**

**CORPORATE POWERS**

**Section 1.** The corporate powers of this association shall be vested in the Board of Directors, hereinafter referred to as the Board.

**ARTICLE III**

**PURPOSES AND OBJECTIVES**

 **Section 1.** The purposes and objectives of this Water Association are, as follows:

1. To outline the principal operating regulations, policies, and procedures of the water system.
2. To establish rates and impose charges for water services furnished to participating members and others.
3. To enter contracts to accomplish the purposes of the Association with any person or governmental agency in any undertaking designed to further the purpose of the district.

 **Section 2.** These rules and regulations do not cover every conceivable condition

 or situations that may arise, but only those of recurring situations where standardized.

policies and procedures have been established. The rules, regulations, policies, and procedures outlined in this manual may be amended from time to time by a majority vote of the water system’s Board of Directors.

**ARTICLE IV**

**ADMINISTRATION AND ENFORCEMENT OF RULES AND REGULATIONS**

**Section 1**. Brooklyn Utility Association, Inc. rules and regulations shall be administered and enforced by the water system’s Board of Directors.

**Section 2.** All appeals from the Board of Directors’ decisions regarding the enforcement

of these rules and regulations shall be made in writing to the water systems Board of Directors. The Board of Directors has the right to grant exceptions and variances to these rules and regulations in certain circumstances.

**Section 3.** In all matters involving the exercise of judgment or discretion, the decision

of the Board of Directors shall be final. The determination by the Board of Directors of disputed questions of fact arising under these rules, regulations, policies, and procedures likewise shall be final.

**ARTICLE V**

**BOARD OF DIRECTORS**

**Section 1**. The Board of Directors shall consist of five (5) members, all of whom shall be participating members of the Association.

**Section 2**. At the first annual meeting of the members, one director shall be elected for

a term of one year, two directors for a term of two years, and two directors

for a term of three years. At each annual meeting thereafter, the members

shall elect for a term of three years the number of directors whose terms of

office have expired. Each director shall hold office for the term for which

elected and until a successor shall have been elected and qualified.

**Section 3**. Within ten (10) days following the annual meeting of the participating

members, the Board shall meet and shall elect a President, Vice-President, and Secretary-Treasurer, from among themselves, each of whom shall hold office until the next annual meeting of the participating members and until the election and qualifications of his successor unless sooner removed by death, resignation, or for the cause. One person may hold the office of the Secretary-Treasurer.

**Section 4.** If the office of any director becomes vacant because of death, resignation, retirement, disqualification, or otherwise, except by removal from office, a majority of the remaining directors, shall by a majority vote, choose a

A successor shall hold office until the next regular meeting of the members of the corporation, at which time the members shall elect a director for the unexpired term or terms.

**Section 5.** A majority of the Board of Directors shall constitute a quorum at any board meeting. The affirmative vote of the majority of the Directors at a meeting at

which a quorum is present shall be the act of the Board.

 **Section 6.** Officers and Directors may be removed from office in the following manner:

Any member, officer, or director may present charges against a director or officer by filing them in writing with the Secretary of the Association. If presented by a member, the charges must be accompanied by a petition signed by ten (10) percent of the members of the Association. Such removal shall be voted on at the next regular or special meetings of the members and shall be effective if approved by a vote of a majority of those voting in a quorum present. The Director or Officer against whom such charges have been presented shall be informed, in writing, of such charges at least twenty days before the meeting and shall have the opportunity at such meeting to be heard in person or counsel and to present witnesses; and the person or persons presenting such charges shall have the same opportunity. If the removal of a Director is approved, such action shall also vacate any other office held by the removed director in the corporation. A vacancy in the Board thus created shall immediately be filled by a vote of a majority of the members present and voting at such meeting. A vacancy in any office thus created shall be filled by the Board of Directors from among their number so constituted after the vacancy in the Board has been filled.

**ARTICLE VI**

**DUTIES OF DIRECTORS**

**Section 1**. The Board of Directors, subject to restrictions of law, the articles of incorporation, and these by-laws shall exercise all the powers of the cooperation, and without prejudice to or limitation upon their general powers, it is hereby expressly provided that the Board of Directors shall have, and are hereby given full power and authority in respect to the matters as hereinafter set forth to be exercised by resolution duly adopted by the Board.

1. To approve membership applications and to cause to be issued appropriate certificates and to permit the connection of properties to the system in the future in cases involving proposed construction or may issue such certificates before the commencement of the proposed construction.
2. To select and appoint all agents or employees of the Association, remove such agents or employees of the Association, prescribe such duties, and designate such powers as may not be inconsistent with these by-laws, fix their compensation, and pay for faithful services.
3. To borrow from any source, money, goods, or services and to make and issue notes and other negotiable or non-negotiable instruments evidencing indebtedness of the Association; to make and issue mortgages, deeds of trust, pledges of revenue, trust agreements, security agreements, and financing statements and other instruments evidencing a security interest in the assets of the Association; and, to do every act and thing necessary to effectuate the same.
4. To prescribe, adopt and amend, from time to time such equitable uniform rules and regulations as, in its discretion may be deemed essential or convenient for the conduct of the business and affairs of the Association and the guidance and control of its officers and employees, and to prescribe adequate penalties for the breach thereof.
5. To order, at least once each year, an audit of the books and accounts of the Association by a competent public auditor or accountant. The report prepared by such an auditor or accountant shall be submitted to the members of the corporation at their annual meeting, together with a proposed budget for the ensuing year. Copies of such audits and budgets shall be submitted to such parties as may be required by other agreements.
6. To fix and alter the charges to be paid by each member for services rendered by the corporation to the member, including connection or reconnection fees where such are deemed to be necessary by the directors, and to fix and alter the method of billing, time of payment, manner of connection, and penalties for late or nonpayment of the same. The Board may establish one or more classes of users. All charges shall be uniform and non-discrimination within each class or user.
7. To require all officers, agents, and employees charged with responsibility for the custody of any of the funds of the Association to give adequate bonds, the cost thereof to be paid by the Association, and it shall be mandatory upon the directors to so require.
8. To select one or more banks to act as depositories of the funds of the Association and determine the manner of receiving, depositing, and disbursing the funds of the corporation and the form of checks and the person or persons by whom the same shall be signed, with the power to change such banks and the person or persons signing such checks and the form thereof at will.
9. To levy assessments against members of the Association in such a manner upon such proportionate basis as the directors deem equitable, and to enforce collection of such assessments by the suspension of water service or other legal methods. The Board of Directors shall have the option to suspend the service of any member who has not paid such assessment within thirty (30) days from the date the assessment was due, of its intention to suspend such service if the assessment is not paid. Upon payment of such assessments, any penalties applicable thereto, and a reconnection charge, if one is in effect, service will be promptly restored to such a member.
10. Water Rates – The Board of Directors for the Brooklyn Utility Association will review the systems rates in the month following the completion of the annual audit and adjust where necessary.

**Section 2.** All Board members, once elected to serve by the members of the Brooklyn Utility Association, must either attend in-person, or online, Board Member Training, through the Mississippi Rural Water Association.

**ARTICLE VII**

**DUTIES OF OFFICERS**

**Section 1**. Duties of President: The President shall preside over all meetings of the Association and the Board of Directors, call special meetings of the Board of Directors, perform all acts and duties usually performed by an executive and presiding officer, and sign all membership certificates and such other papers of the Association as may be authorized or directed to sign by the Board of Directors, provided the Board of Directors may authorize any person to sign any or all checks, contracts, and other instruments in writing on behalf of the Association. The President shall perform such other duties as may be prescribed by the Board of Directors.

**Section 2.** Duties of Vice-President: In the absence or disability of the President, the Vice-President shall perform the duties of the President; provided, however, that in case of death, resignation, or disability of the President, the Board of Directors may declare the office vacant and elect a successor.

**Section 3.** Duties of the Secretary-Treasurer: The Secretary-Treasurer shall keep a complete record of all meetings of the Association and the Board of Directors and shall have general charge and supervision of the books and records of the Association. The Secretary-Treasurer shall attest to the President’s signature on all membership certificates and other papers about the Association unless otherwise directed by the Board of Directors. The Secretary-Treasurer shall serve, mail, or deliver all notices required by law and by these by-laws and shall make a full report of all matters and business about the office to the members at the annual meeting or at such other time or times as the Board of Directors may require. The Secretary-Treasurer shall keep the Association seal and membership certificates issued and affix said corporate seal to all papers requiring a seal. The Secretary-Treasurer will keep a proper membership certificate record, showing the name of each member of the Association and the date of issuance, surrender, transfer, termination, cancellation, or forfeiture. The Secretary-Treasurer shall turn over to the successor all books and other property belonging to the Association that the Secretary-Treasurer may possess. The Secretary-Treasurer shall also perform such duties concerning the finances of the corporation as may be prescribed by the Board of Directors.

**ARTICLE VIII**

**MEETINGS OF ASSOCIATION MEMBERS**

**Section 1.** The annual meeting of the participating members of this Association shall be held in the town of Brooklyn, County of Forrest, State of Mississippi, at 7 pm on the third Monday in July of each year, it is not a legal holiday, or if a legal holiday, the meeting will be held on the next business day following. The place, day, and time of the annual meeting may be changed to any other convenient place, day, and time in the county by the Board of Directors giving notice thereof to each member not less than ten (10) days in advance thereof.

**Section 2.** Special meetings of the members may be called at any time by the action of the Board of Directors and such meetings must be called whenever a petition requesting such meetings is signed by at least ten (10) percent of the members and presented to the secretary or the Board of Directors. The purpose of every special meeting shall be stated in the notice thereof, and no business shall be transacted thereat except such as is specified in the notice.

**Section 3.** Notice of meetings of members of the Association, both regular and special, shall be given notice by a public display at the US Post Office at 132 Main Ave. Brooklyn, MS, on the website [www.brooklynutility.myruralwater.com](http://www.brooklynutility.myruralwater.com), and on the Association social media page of Facebook, “New Official: Brooklyn Utility Association”, not less than ten (10) nor more than forty (40) days prior to such meeting. Such notice shall state the nature, time, place, and purpose of the meeting, but no failure or irregularity of notice of any annual meeting regularly held, shall affect any proceedings taken there.

**Section 4.** The presence at a meeting of members entitled to cast, themselves or by proxy, one (1) percent of the total number of votes shall constitute a quorum. All proxies shall be in writing and filed with the secretary. Such proxies may be general or restrictive. Proxies shall be revocable and shall not be valid beyond 11 months, nor after the termination of the membership by cessation of the member’s interest in the property.

**Section 5.** Directors of this corporation shall be elected at the annual meeting of the members as provided in Article V, Section 3. No cumulative voting shall be allowed.

**Section 6.** The order of business at the regular meetings and so far, as possible at all other meetings shall be as follows:

1. Calling to order and proof of quorum
2. Proof of notice of meeting
3. Reading and action on any unapproved minutes
4. Reports of officers and committees
5. Election of Directors
6. Unfinished business
7. New business
8. Public Comment
9. Adjournment

**ARTICLE IX**

**MEMBERS – Benefits and Duties of Members**

**Section 1.** The Association will install, maintain, and operate a main distribution pipeline or lines from the source of the water supply and service lines from the main distribution pipeline or lines to the property line of each member of the corporation, at which points, designated as delivery points, meters to be purchased, installed, owned, and maintained by the Association shall be placed. The cost of the service line or lines from the main distribution pipeline or lines of the corporation to the property line of each member shall be paid by the association. The association also may purchase and install a cutoff valve in each service line from its main distribution line or lines, such cutoff valve is to be owned and maintained by the corporation and to be installed on a portion of the service line owned by the association. The association shall have the sole and exclusive right to use such cutoff valve. However, the provisions of this section shall not be construed to require the acquisition or installation of meters or cutoff valves where the directors determine under the circumstances of the system and the nature of the membership that the use of either or both devices are impractical, unnecessary to protect the system and the rights of the membership, and/or economically not feasible.

**Section 2.** Each member will be required, at the member’s expense, to have dug a ditch for the connection of the service line or lines from the property line of the member to the member’s dwelling or other portion of the member’s premises, and to purchase and have installed the portion of the service line or lines from the member’s property line to the place of use on the member’s premises. The member will maintain a such portion of such service line or lines which shall be owned by the member, at the member’s own expense. The members must ensure that employees of the Brooklyn Utility Association are able to access all meters. This includes all codes needed to access the property where the meter is located, as well as making sure that the meter is free from any obstructions, such as fences, plants, or vehicles. The corporation may, if the Board of Directors so determines, purchase the pipe for and install a such portion of such service line or lines, the cost of which will, however, be paid by the individual members. In addition, each member shall pay such connection charge, if any, as may have been imposed by the Board of Directors before the member will be entitled to receive water from the system.

**Section 3.** Each member may be permitted to have additional service lines from the Association’s water system at the discretion of the Board of Directors upon proper application therefore and the tender or payment not to exceed the then-existing connection charge. The approval by the Board of Directors of additional service lines to an existing member may be made conditional upon such provisions as the Board of Directors determines necessary to protect the interests of other members and to allow for the orderly expansion and extension of the system. Each service line shall connect with the association’s water system at the nearest available place to the place of desired use by the member if the association’s water system has sufficient capacity to permit the delivery of water through a service line at that point without interfering with the delivery of water through a service line installed at such a place without interfering with the delivery of water through a prior service line, then such service line shall be installed at such a place designated by the association.

**Section 4.** Each member may be permitted to purchase from the association, pursuant to such agreement as may from time to time be provided and required by the association, such as water as is needed for domestic, commercial, agricultural, industrial, or other purposes as a member may desire, subject, however, to the provisions of these bylaws and to such rules and regulations as may be prescribed by the Board of Directors. Each member shall be entitled to have delivered, through the member’s service lines, only such water as may be necessary to supply the needs of each member, including the member’s family, business, agricultural or industrial requirement. The water delivered through each service line may be metered separately, irrespective of the number of service lines owned by a member.

**Section 5.** 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 association may prorate the water available among the various members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for commercial, agricultural or industrial purposes by particular members and require adherence thereto or prohibit the use of water for commercial, agricultural or industrial purposes; provided, that if at any time the total water supply shall be insufficient to meet all of the needs of all of the members for domestic, livestock purposes and must satisfy all of the needs of all of the members for domestic and livestock purposes before supplying any water for commercial or industrial purposes; and, provided further, that where a member has more than one service lines until such time as the supply of water from the system is sufficient to meet the needs of all of the members for domestic and livestock purposes. During such periods of shutoff of additional service lines, there shall be no minimum fee charged to the members having such additional service lines, and the cost, if any, of resuming the flow of water to such additional service lines shall be borne by the association.

**Section 6.** The Board of Directors shall, with the consent of the Mississippi Rural Water Association, so long as it shall either hold any obligations or insure any financing of the system, prior to the beginning of each calendar year, determine the flat minimum monthly rate to be charged each member during the following calendar year for a specified quantity of water, such flat minimum monthly rate to be payable irrespective of whether any water is used by a member during any month, the number of additional charges, if any for additional water which may be supplied the members, and the amount of penalty for late payments, and shall fix the date for the payment of such charges. A member to be entitled to the delivery of water shall pay such charges at the office designated by the Association at or prior to the dates fixed by the Board of Directors.

**ARTICLE X**

**SERVICE AREA REGULATIONS AND MINIMUM LEVELS OF SERVICE**

 **Section 1.** The water service area currently consists of land areas in Forrest and Perry

Counties. The boundaries of these service areas are modified periodically in response to requests for service from new customers, land developers, and others. All service area changes must be granted by the Mississippi Public Service Commission in response to petitions filed by the water association.

**Section 2.** The water system is subject to regulation by the Mississippi State Department of Health (MSDH-waterworks), the Mississippi Department of Environmental Quality (MDEQ-wastewater), the Forrest County Board of Supervisors and the Association’s Board of Directors.

1. The MSDH enforces regulations governing public water systems, which primarily are concerned with maintaining the physical, chemical, and bacteriological quality of public drinking water supplies. The MSDH also regulates, reviews, and approves the design of all improvements to public waterwork systems.
2. The Forrest County Board of Supervisors regulates, under the provisions of the “Forrest County Subdivision Regulations,” the provision of public utility (water and sewer) improvements installed by the water system in new county subdivisions.
3. In general terms, the federal, state, county, and municipal regulations require the water system to meet the minimum requirements set forth by the Mississippi State Department of Health.
	1. Availability of Service – Public waterworks from Brooklyn Utility Association, Inc. shall be available to all applicants in the water system’s certificated service areas. Such service shall be provided by the water system in accordance with its “Service Extension Policy” upon receipt of all applicable fees.
	2. No person shall be permitted to subscribe for or acquire service from the water system if the capacity of the water system is exhausted by the needs of its existing customers.

**ARTICLE XI**

**GENERAL RULES**

**Section 1.** These rules and bylaws of the Association are designed to govern the supply and taking of water service in a uniform manner for the benefit of the Association and its members. They are subject to change from time to time. If any portion of these rules shall be declared invalid by a competent authority, such voidance shall not affect the validity of the remaining portions.

**Section 2**. **Definitions**

1. Applicant: Any individual, firm, partnership, corporation, or other agency owning land located within the Association service area, applying for water service.
2. Board: The Board of Directors of Brooklyn Utility Association, Inc.
3. Member: Any individual, firm, partnership, corporation, or other agency receiving water service from the Association’s facilities and owning or occupying land located within the Association boundaries in which one or more unit has been subscribed and paid for.
4. Unit: One water service connection, i.e.: water meter.
5. Point of Delivery: The point, as designated by the water Association, where the meter is to be set. The customer shall maintain all installations beyond the point of delivery.
6. Service: The term service when used in connection with the supplying of water shall mean the availability for use by the members of the association of water adequate to meet the consumer’s requirements and adequate pumps and tank stations. Service shall be considered as available when the Association maintains the water supply at normal pressure at the point of delivery, in readiness for the consumer’s use, regardless of whether the consumer makes use of it.
7. Application for Water Service and Water Users’ Agreement: The Agreement or Contract between the Member/consumer and Brooklyn Utility Association, pursuant to which water service is supplied and accepted.
8. Water Service: Water service shall consist of facilities for supplying water to one residence or business establishment located on land within the district. A landowner must purchase one Unit for each residence or business establishment served.

**Section 3.** A copy of these rules, regulations, policies, and procedures shall be available for inspection by the Member/Customer of the water system at the Brooklyn Utility Association business office during regular business hours. Copies of these regulations shall be made available for the price of reproduction. In addition to the rules and regulations set forth herein, the water system shall maintain on file and have available for inspection or reproduction copies of the following documents:

1. Water/Sewer Users Agreement
2. Current schedule of rates and charges (see Attachment A)
3. Map showing the water association systems certificated area for water and sewer service.
4. By-laws of the water system. Ordinances of the municipal water system.
5. Amendments to the rules or regulations or amendments to the By-laws/Ordinances.

**Section 4.** Brooklyn Utility Association will install a check valve on the outlet side of all meters for cross-connection control. This will create a closed system, which will require the customer to make sure there is a proper relief valve on the hot water tanks.

1. Brooklyn Utility Association recommends that the customer install a cut-off valve on the customer’s side of the meter box.
2. Meters may only be set on property owned by the Member/customer.

**Section 5.** **New Members/Customers**

1. Applicants for new service shall make an Application for Service to Brooklyn Utility Association, thru the office located at 210 Old Highway 49 to Brooklyn, Brooklyn, MS 39425.
2. Before water service may be rendered, a User’s Agreement must be signed and witnessed or notarized if taken from the office. The new water meter service must have a written request thirty (30) working days prior to the date of the desired service.
3. Applicants for new service must produce Proof of Ownership, Deed, or Lease Agreement along with the Application for service.
4. Applicants for new service must produce a State Issue ID.
5. Applicants for service who will be constructing a new building or residence, where a new Unit/water meter is needed, will have to provide Brooklyn Utility Association a copy of an MSDH Perk Test. (Notice of Intent forms to get this service, is in the office), as well as Final Inspection proof.
6. All connection fees, as well as all applicable fees, shall be collected in advance by the water system. This will include the cost of making an actual connection and extending the service line to the customer’s property line. The connection fee shall be non-refundable.
7. Brooklyn Utility Association recommends that the customer install a cut-off valve on the customer’s side of the meter box.
8. Units/Meters may only be set on property owned by the customer.

**Section 6.** Services are for the sole use of the consumer/member. A standard water service connection is for the sole use of the applicant or the consumer/member and does not permit the extension of pipes to transfer water from one property to another, nor to share, resell or submeter water to any other consumer. If an emergency or specific situation should make such an arrangement advisable, it shall be done only on the specific written permission of the Board of Directors for the duration of the emergency.

1. In no case shall the customer tie an extra user to his/her unit/meter service. An extra user is any building, mobile home, R.V., camper, house, or business, which is required to have a separate electric power meter. Each building or structure receiving water, including mobile homes/R.V., shall be metered separately. This shall exclude any extra customers installed before these regulations were adopted.

**Section 7**. Requests for services other than a single/family residence shall state the level and quantity of water service desired, (peak flow, Minimum flow, average flow, etc.) and any special conditions required such as minimum or maximum pressures and related data.

1. Multiple users: The classification, method, or service and minimum charge to be assessed by each mobile home/R.V. resident, whether located in a trailer park or located on an individual lot, will be the same as for any other residential user on the system. Each mobile home/R.V. resident is expected to pay the same water charges as other users of the system. Normally, this would be accomplished by installing a water meter at each mobile home/R.V. If the residents of the mobile homes/R.V. are not permanent residents, the Board of Directors may elect to serve the mobile homes/R. Vs located in a trailer/R.V. park through a master meter provided the owner of the trailer/R.V. park agrees in writing that he/she will be responsible for collecting a minimum water bill each month for each mobile home, plus water used through the master meter in accordance with the rate schedule used for other residential users. Owners of trailer/R.V. parks serving non-resident users will be expected to contribute an amount equal to the cost of enlarging the Association’s water system as required to serve the trailers/R.V. The trailer/R.V. park owners must also pay for constructing their own lines within the park.

**Section 8.** Customer-requested “turn-offs” for an existing service will be requested by a form found in the office. If service is to be continued, the customer is responsible for paying all applicable charges at that time. Meter service found “on” where all applicable charges have not been paid will be discontinued without notice. This is theft.

**Section 9.** The resale of water is prohibited. All purchased water service (other than emergencies or standby service) used on the promises of a customer shall be supplied exclusively by the water system, and the customer shall not directly or indirectly sell, sublet, assign, or otherwise dispose of the water service, or any part thereof.

**Section 10.** Cross Connections are prohibited. No customer of the water system shall make a physical connection between any waterworks facilities connected to the water system public water supply and any other water supply. A customer’s private well, cistern, or other private water supply shall be physically disconnected from any plumbing facilities to be connected to the water systems water supply before public waterworks services are connected. (See Attachment B – Cross Connections Policy)

**Section 11.** The wastewater service point of delivery (or receipt) of wastewater service from a customer shall be the “Y” branch, tee, or sewer service line stub out from the public sewer. The point of delivery shall not extend beyond the right-of-way of a public street or the line of a private easement. All sewer service lines, grease traps, interceptors, cleanouts, and other facilities upstream from the point of delivery shall be the property of the customer and shall be operated and maintained by the customer. all facilities downstream from the point of delivery shall be the property of the water system and shall be operated and maintained by the Brooklyn Utility Sewer District.

1. The point of delivery (receipt) on the pressurized sewer shall be the pumping station. The pumping station shall be the property of and be operated and maintained by Brooklyn Utility Sewer District.
2. In the event of a dispute regarding the point of delivery of wastewater services, the general rule shall be that facility installed by the Sewer system shall be a public facility maintained by the Brooklyn Utility Sewer District, and facilities upstream of that point shall be private facilities constructed, operated, and maintained by the customer.
3. Sewer customers to be water customers. Unless otherwise authorized by the Brooklyn Utility Sewer District (Board of Directors), all sewer customers shall also be water customers of the water system.
4. Separation of Waterworks and Sanitary Sewer Facilities. No customer shall install a water service line within ten feet of any sewer service line on his/her premises. Water service lines on a customer’s premises shall be at least twenty-five (25) feet away from any septic tank, drain field, pit privy, garbage disposal pit, wastewater lagoon, or other major sources of contamination.

**Section 12. Complaints Regarding Service and Billing.**

1. Customers shall notify the water system’s business office immediately if waterworks or wastewater services are unsatisfactory. All complaints shall clearly define the point of delivery of service and the problems being experienced by the customer. Verbal notification of unsatisfactory service should be confirmed, as soon as possible in writing.
2. The water system shall make a full and prompt investigation of all complaints and shall keep records of such complaints, which shall show the name and address of the complainant, the date and character of the complaint, an adjustment or disposal made thereof, and the date of such adjustment or disposal made thereof. Complaints not resolved by the water system’s representatives to the satisfaction of the customer shall be reported in writing by the customer to the water system’s Board of Directors by completing a Utility Dispute Form.
3. All payments must be in the office before 5:00 pm on the due date. Those that are paid after 5:00 pm on that day will be considered late.

**Section 13. Right of Access**

1. The water system’s employees shall have the right of access to all customer’s premises at all reasonable times for the purpose of reading meters, testing, repairing, or removing the water systems equipment; testing for infiltration and inflow; and other lawful duties of the water system. The water system shall have the right, but not the obligation, to inspect any customer installation before water or wastewater is introduced or at any later time regarding extra users, infiltration or inflow into wastewater service lines, cross connections of the water systems public water supply with a private water supply, or any other condition detrimental to the water systems present or future customers.

**Section 14. Customer Responsibility for Water Systems Property.**

1. All meters, service connections, water lines, and other equipment furnished by the water system shall be and remain the property of the Brooklyn Utility Association.
2. All community sewer lines, pumps, and lift stations connected with the wastewater system shall be and remain the property of the Brooklyn Utility Sewer District.
3. Customers shall provide a space for and exercise proper care to protect the property of the water system on his/her premises if necessary for the provision of service. In the event of loss of or damage to the water systems property arising from the negligence of the customer, the customer shall pay the cost for necessary repairs or replacement of said property.

**Section 15. Interruption of Service**

1. Brooklyn Utility Association endeavors to provide uninterrupted service to its customers. However, interruptions often are inevitable due to accidents, power failures, equipment failures, and related factors. Whenever practical, a notice of an impending shutdown of service will be given to customers, but the water system reserves the right to interrupt service at any time in the event of emergencies without notice. The water system shall not be liable for any damages or problems resulting from an interruption of service.

 **Section 17. Special Uses:**

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

**Section 18. Relocation of Water Meter or Sewer Services**

1. Relocation of water meters or sewer services for the convenience and benefit of a customer shall be at the expense of the customer. The charge for such relocation shall be in accordance with the water system’s current schedule of rates and charges at the hourly rate of forty dollars, ($40.00) an hour.

**Section 19. Meters: Tampering with Water Meters Sec. - 97-25-3**

1. Whoever, intentionally, by any means or device, prevents water from passing through any meter or meters belonging to any person, firm or corporation engaged in the manufacture, sale or distribution of water, furnished such persons to register water, passing through meters, or intentionally prevents the meter from duly registering the quantity of water supplied, or in any manner interferes with its proper action or just registration, or, without the consent of such person, firm or corporation, intentionally diverts any water from any pipe or main of such person, firm or corporation, or otherwise intentionally uses, or causes to be used, without the consent of such person, firm or corporation, any water produced or distributed, by such person, firm or corporation, or any person, firm or corporation who retains possession of, or refuses to deliver any meter or meters, or other appliances which may be, or may have been, loaned them by any person, firm or corporation for the purpose of furnishing water through the same, with the intent to defraud such person, firm or corporation, shall be guilty of a misdemeanor and upon conviction, shall be punished by a fine of not less than one hundred dollars ($100.00) and not more than five hundred dollars ($500.00), or by imprisonment in the county jail not more than three (3) months, or by both fine and imprisonment in the discretion of the court.
2. The presence at any time on or about such meter or meters, pipe, or main of any device or unauthorized meter or pipe resulting in the diversion of water, as above defined, or resulting in the prevention of the proper action or just registration of the meter or meters as above set forth, the same being knowingly or intentionally installed, shall constitute prima facie evidence of knowledge on the party of the person, firm or corporation having custody or control of the room or place where such device or pipe is located, or the existence thereof and the effect thereof, and shall constitute prima facie evidence of the intention on the part of such person, firm or corporation to defraud and shall bring such person, firm or corporation prima facie within the scope, meaning and penalties of this section.
3. Provided further, that if any person, firm, or corporation engaged in the selling or delivering water, to a consumer shall knowingly cause to be installed any meter or meters intentionally adjusted or regulated so as to cause such meter or meters to register a greater amount of such water than actually passes through the same, shall be prima facie evidence of the knowledge of any such person, firm or corporation engaged in selling or delivering such water, of the existence thereof and shall bring such person, firm or corporation within the scope and meaning of this section, and subject to the operation of this section. Provided further, any employee, stockholder, or member of the Board of Directors who, with intent to defraud a customer, falsifies, or acquiesces in the falsifying, of any record which results in billing in excess of the amount lawfully due and owing, shall be guilty of a misdemeanor and shall be fined not more than five hundred dollars ($500.00) or sentenced to serve not more than six (6) months in jail, or both.
4. Provided further, this section shall not relieve any person, firm, or corporation from any other liabilities now imposed by law.
5. The governing authorities of any municipality are authorized to prosecute any violation of this section, which is committed upon meters owned or operated by a utility, which is owned or operated by a municipality.

**ARTICLE XII**

**BILLING AND PAYMENTS**

 **Section 1. Meter Reading**

1. The water system’s water meters shall be read once a month.
2. These meters must be read at least four (4) days before the end of the month so that all readings can be entered, correctly, into the billing system and all end-of-the-month reports can be run.
3. No salary will be paid until approved by a Board member tasked with this duty.

**Section 2. Billing**

1. All bills will be calculated from meter readings and calculated using the amounts set forth in the current rate schedule.
2. These bills shall be mailed to each customer/member, no later than the fifth (5th) day of each month.
3. Service bills not paid by the fifteenth (15th) of each month during regular office hours, shall be considered delinquent and will be subject to a ten percent (10%) late fee.
4. Should the fifteenth (15th) day of a month fall on a weekend or holiday, the next business day following the final date shall be considered the delinquent date.

**Section 3. Returned Payments**

1. Each payment that is returned as Insufficient Funds or Closed Account will be charged a fee of thirty-five dollars ($35.00).
2. These returned payments will not be considered a timely payment of bills, therefore a late fee of ten percent (10%) of the total balance will be added to the account.

**Section 4. Discontinuation of Service for Non-Payment.**

1. On the sixteenth (16th) of each month, a “cut-off” list will be printed from the billing system.
2. This list will list every account with a delinquent balance of more than thirty (30) days and a balance of more than ten dollars ($10.00).
3. Those accounts flagged as delinquent will then have their service discontinued by placing a lock, or “locking out” the meter.
4. Those accounts that have had a lock placed on their meter must pay their balance in full and the additional reconnect fee of $50.00 added to their total bill before any lock will be removed. If the customer removes the lock by “cutting” it from the meter, there will an additional charge for any locking device placed on the meter. Brooklyn Utility Association then has the right to press charges with local authorities for tampering with a utility, a federal offense, and the customer may be found guilty of a misdemeanor and shall be fined not more than five hundred dollars ($500.00) or sentenced to serve not more than six (6) months in jail, or both.
5. Once monthly bills have been mailed, there will be no further notice to a customer/member that their service will be disconnected due to nonpayment.

**Section 5. Appeal Process**

1. Customers may request, in writing, an administrative hearing with the water systems Board of Directors as to any discrepancy in his/her bill, providing that the business office has been contacted three (3) days prior to the due date or for discontinuation of service, or “lock-out”.
2. The Board of Directors’ decision, regarding the payment of a disputed bill, shall be final, and the water system may discontinue service, “lockout,” if not paid in full.
3. Service may be discontinued one day after the Board of Directors’ Decision.

**Section 6. Reconnection of service**

1. If it is necessary for the water system to discontinue service to a customer, a reconnection fee of fifty dollars ($50.00), in accordance with the water system’s current schedule of rates and charges, shall be charged to the customer in addition to all delinquent payments and late charges.
2. Once payment of the entire balance due has been paid in full by the customer/member, the discontinued service/locked meter will be turned on/unlocked.

**Section 7. Member Status during Suspension of Service**

1. During the time that service is suspended to a member, such member shall have no right to vote in the affairs of the corporation.

**Section 8. Removal of Meters due to Non-Payment**

1. If a customer/member has service discontinued, they will be placed on a list for meter removal. If payment has not been made in 60 days, a letter will be mailed to the customer giving them 10 days from the date of the letter to have the bill paid in full.
2. If, after the allotted time limit for payment has passed with no contact from the customer or payment made, the meter at that address will be slotted for removal.
3. If the meter is removed the customer will have to come into the office and fill out paperwork for a new service as well as pay all fees for the new service.
	1. New Meter
		1. ¾ in. meter $650.00
		2. 1 in. meter $750.00
		3. 2 in. meter $2500.00
	2. New Service
		1. Residential
			1. Connection fee $125.00
			2. Membership fee $10.00
		2. Rental
			1. Connection fee $200.00
			2. Membership fee $10.00

 **Section 8. Association Limit of Liability**

1. The water system shall not be liable for damages because of discontinuing service at any time after the delinquent date. The discontinuance of service by the water system for any reason does not release the customer from obligations to the water system for payment of balances due. Payment in full shall be required before service may be rendered at any other location in the water system’s certificated areas.

**ARTICLE XIII**

**SERVICE EXTENSION**

 **SECTION 1. Application of Policy**

1. The service extension policy for the Brooklyn Utility Association shall apply to those cases where the service in question is where the property line/designated point of delivery is located more than two hundred (200) feet from the location of the distribution main.
2. For those customers/members whose point of delivery is located beyond two hundred (200) feet from the distribution main, the Association will, at our expense, place the first 200 feet of water line. There will be a charge for every foot of line, over the initial two hundred feet, which will be reflected by the fair market value of materials needed.
3. If the Water Association has a water line on the opposite side of the roadway from the customer’s property and where the new point of delivery is to be located, a road bore must be performed. That service will be paid in full by the customer before any work begins. Those charges will be determined by the fair market rates of such services.
4. In general terms, it is the water systems policy that all new customers pay the full cost (both the direct and indirect costs) of the required service extension, plus a reasonable impact fee to compensate the water system for maintaining excess capacity in its water and wastewater system which is available to serve new customers.

 **Section 2. Application for Service**

1. In such instances the prospective customer shall clearly state the type of water and/or sewer service desired and shall clearly define the point at which is desired in a written application for service.

**Section 3. Estimate of Cost and Availability of Service**

1. Brooklyn Utility Association will estimate or cause to be estimated the cost of providing the service requested at the point indicated to evaluate properly the factors influencing the extension of such service and whether economic feasibility exists.

**ARTICLE XIV**

**SUBDIVISION AND DEVELOPERS**

**Section 1.** The extension of service in or surrounding the certificated area to subdivisions, housing projects, and commercial developments will be managed on a nonrefundable contribution in aid of construction basis. Such extension shall be made by, or under the supervision of the Brooklyn Utility Association. The Brooklyn Utility Association will own and maintain the lines and service installed under such contribution, and the service will be rendered according to the service rules and regulations of the Brooklyn Utility Association, and any special arrangements with such customer, which arrangements have approval of appropriate regulatory authorities.

**Section 2.** The policy under this section shall consist of the developer(s) furnishing all materials, equipment, professional services, and labor to install, and complete the additions to the water works distribution system consisting of the water pipelines, valves, fittings, and all miscellaneous and appurtenant items unless otherwise altered by the water systems Board of Directors. All references to an Engineer or Contractor refer to those employed by the Developer(s).

**Section 3. Requirements Before Construction**

1. Request for hydraulics
	1. The developer must request from the Brooklyn Utility Association, a hydraulic analysis to determine if the proposed area can be served with adequate water at satisfactory pressure without jeopardizing the existing system. This should be done in writing with a location referenced clearly on a copy of a county tax map. If adequate water is not available, the developer may provide the necessary funds for improvements to make that part of the system adequate.
	2. Prior to the analysis, the developer must pay a hydraulic analysis fee based on the schedule of rates provided by the water system. A copy of the analysis will be furnished to the developer’s engineer, which must be submitted to the MSDH for preliminary approval.
	3. The hydraulic analysis in no way assures the developer or individual approval from the MSDH. The approval by the water system of a proposed area for development can be canceled after eighteen (18) months from the date of the analysis if not construction has begun.

**Section 4. Right-of-Way Easements and Permits**

The applicable permits and right-of-way easement must be executed pertaining to county roads, highways, railroads, river crossings, etc.

**Section 5. Mississippi State Department of Health Approval**

All plans, specifications, and submittals must be submitted to the MSDH, Mississippi State Department of Health, for review and preliminary approval before beginning any construction.

**Section 6. Pre-Construction Notification**

The developer/contractor must notify the office of the Brooklyn Utility Association, twenty-four (24) hours prior to the commencement of construction. In no case shall the developer or contractor tap, cut, or alter existing lines without the presence of a representative of the water system.

**Section 7. The Use of Alternative Materials**

If the developer proposes to use alternative materials from those specified by the water system, the necessary brochures, pamphlets, and other information in three (3) copies must be submitted for review by the Board of Directors. In no case shall an alternative material be used without prior approval from the Board of Directors. Mo materials of foreign origin will be accepted.

**Section 8. Utility Locates**

It shall be the developer/contractor’s responsibility to contact Mississippi One Call and/or any other utility company that may be affected by the construction forty-eight (48) hours before construction commences.

**Section 9. Miscellaneous Policies for Developers**

1. All subdivisions must have six (6) inch mains or larger. Short cul-de-sacs may be reviewed on a case-by-case basis to consider using four (4) inch mains.
2. Fire hydrants with restrained joints and ductile iron laterals must be installed no more than one thousand (1,000) feet apart, with one near the entrance and one where every main terminates. Valves will be required before hydrants along with retainer glands and ductile iron laterals in locations susceptible to damage by traffic.
3. the water system will furnish the materials and make the origination tap with valve and box at no charge to the developer.
4. The developer/contractor must have the required insurance and workers compensation insurance. They must have certificates showing this coverage filed with the water system before construction begins.

**ARTICLE XV**

**RULES AND REGULATIONS GOVERNING MULTI UNIT CONNECTIONS**

**Section 1.** These regulations shall apply to all multi-unit services which are served through a master meter(s), including mobile home parks, R.V. parks, apartments, housing complexes, and businesses.

**Section 2.** The Customer shall request a hydraulic study from the Brooklyn Utility Association. The customer shall furnish the water system with the proposed locations, number of units, and schedule of phases.

**Section 3.** The water system shall furnish a letter to the customer indicating the intent to serve.

**Section 4.** All multi-unit connections shall have MSDH approval. All mobile home parks shall comply with the MSDH regulations governing Mobile Home Parks.

**Section 5.** No three fourths (3/4) inch meters will be allowed on multi-unit services. Meters for multi-unit services shall be sized and approved as follows:

1. Up to nine (9) units – one (1) inch meter (Local Health Department approval)
2. Ten (10) or more units – two, two (2) inch meter (MSDH approval)
	1. Note: Sizing is subject to hydraulic conditions.

**Section 6.** Prior to the beginning of construction, the customer shall submit a distribution layout to the water system, along with a copy of the MSDH approval.

**Section 7.** After construction is complete, the customer shall submit a letter to the water system from the MSDH indicating final approval.

**Section 8.** The customer shall not connect more units than approved by the MSDH.

**Section 9. Calculation of Rates for multi-unit customers:**

1. A gross number of gallons used monthly shall be divided by the number of units being served to establish an average monthly use per unit.
2. The monthly average charge per unit shall then be computed by applying the current rate schedule of the Brooklyn Utility Association to the average **monthly use per unit, and such average monthly charge multiplied by the** number of units shall be the monthly charge due buy the multi-unit customer, less a ten percent (10%) discount.
3. Rates will be calculated on the bases of units on site, whether occupied or vacant.

**Section 10.** Continued service to multi-unit connections will be based on approval of the facilities by MSDH.

**Section 11.** All multi-unit developments requesting individual meters shall comply with the Technical Specifications of the Brooklyn Utility Association.

**Section 12.** All multi-unit customers are subject to the rules, regulations, provisions, and amendments of the Brooklyn Utility Association.

**ARTICLE XVI**

**DISTRIBUTIONS OF SURPLUS FUNDS**

**Section 1.** It is not anticipated that there will be any surplus funds or net income to the corporation at the end of the fiscal year after provisions is made for the payment of the expenses of operation and maintenance and the funding of the various reserves for depreciation, debt retirement, and other purposes, including those required by the terms of any borrowing transaction. The occurrence in subsequent fiscal years of surplus funds or net income above the improvements and extension of the facilities shall be taken into consideration by the Board of Directors in determining the water rates to be charged to the members.

**Section 2.** The organization will provide services at cost. Dividends shall not be paid based on membership or shares of stock in the organization. All funds from whatever sources remaining at the end of the year in excess of those needed to meet current losses and expenses will be distributed to members in proportion to the amount of business done by them during the year subject to the concurrence of the Rural Utilities Service or will be retained for such purposes as retiring indebtedness incurred in acquiring assets, expanding the organization’s services, maintaining reserves for necessary purposes or reducing subsequent years water rates. However, the organization will maintain records from which each member’s rights and interest in the retained funds and assets acquired with such funds in proportion to the member’s business with the organization can be determined at any time. Required records for this purpose include financial records that show the organization’s revenues from all sources for each year and records, such as bills or receipts, showing the amount of each members business annually with the organization.

**Section 3.** Upon dissolution, after paying off all debts and obligations, members and former members will be entitled to receive their equitable share of all the proceeds remaining to the extent practicable as reflected by the records.

**ARTICLE XVII**

**AMENDMENTS**

 **Section 1.** The bylaws may be repealed or amended by a vote of the majority of the members present at any regular meeting of the corporation, or at any special meeting of the corporation called for that purpose, except that so long as any indebtedness is held by our guaranteed by the Rural Utilities Service, the members shall not have the power to change the purposes of the corporation so as to decrease its rights and powers under the laws of the State, or to waive any requirement of bond or other provision for the safety and security of the property and funds of the corporation or its members, or so to amend the bylaws as to effect a fundamental change in the policies of the corporation without the prior approval of the Rural Utilities Service in writing.

**ATTACHMENT A**

**SCHEDULE OF RATES AND CHARGES**

**NEW SERVICE**

**NEW METER**

¾ INCH METER $650.00

 1-INCH METER $750.00

 2-INCH METER $2500.00

**SERVICE TYPE**

RESIDENTIAL

 CONNECTION FEE $125.00

 MEMBERSHIP FEE $10.00

 RENTAL

 CONNECTION FEE $200.00

 MEMBERSHIP FEE $10.00

 COMMERCIAL

 CONNECTION FEE $200

 MEMBERSHIP FEE $10.00

**WATER RATES**

RESIDENTIAL & NON-PROFIT

 FIRST 2000 GALLONS $27.00

 EACH ADDITIONAL 1000 GALLON $7.50

COMMERCIAL

 FIRST 2000 GALLONS $42.00

 EACH ADDITIONAL 1000 GALLON $7.50

LATE FEE 10% OF CURRENT BILL

RECONNECTION FEE $50.00

RETURN CHECK FEE $35.00

SEWER TAP $450.00

ROAD CROSSING/ROAD BORE $500.00 PLUS

\*\*Sewer rates will be based on the above rates as established by the Board of Directors of the Brooklyn Sewer Utility District.

**ATTACHMENT B**

**CROSS CONNECTION CONTROL**

**MS Code Ann. 41-26-14, Subchapters 8 thru 17**

**Section 1. Purpose**

 As required by the Mississippi State Drinking Water Act and the regulations of the MSDH, this cross-connection statute MS Code Ann. 41-26-14, Rule 1.8.1. as follows: “No person shall install, permit to be installed or maintain any cross-connection between a public water system and any other nonpublic water system or a line from any container for liquids or other substances, except as specifically authorized by this regulation, unless a backflow prevention assembly is installed between the public water system and the source of contamination. Direct connections between a public water supply and sewer or storm sewer are prohibited.” This has been officially adopted by the officials/owners of the Brooklyn Utility Association, Inc. to protect drinking water from contamination.

**Section 2. Definitions**

1. Water System: Whenever this term is used in this document it shall mean the BUA, Inc. (Brooklyn Utility Association, Inc.)
2. Potable Water: Water that is acceptable for human consumption
3. Non-Potable Water: Water not acceptable for human consumption or of unknown quality.
4. Cross Connection: Any arrangement of piping where a potable water line is connected to non-potable water; it may be a pipe-to-pipe connection where potable and non-potable water lines are directly connected or a pipe-to-water connection where the potable water outlet is submerged in non-potable water. If the potable and non-potable sources are separated by gate valves, check valves, or devices other than the appropriate backflow preventer as outlined by this policy/ordinance, a cross-connection exists. By-pass arrangements, jumper connections, swivel, or change-over assemblies, or other temporary or permanent assemblies through which, or because of which, backflow may occur are considered to be cross-connections.
5. Backflow: The reversal of normal flow direction where water flows from the intended point of delivery towards the supply.
6. Back Pressure Backflow: Backflow caused by lower pressure in the potable supply than at the point of delivery.
7. Back Siphonage Backflow: Backflow caused by negative pressure in the potable supply line.
8. Health Hazard, (High Hazard): Contamination with the potential to endanger the health and well-being of the customer.
9. Non-Health Hazard, (Low Hazard): Contamination that will not endanger the health of the consumer but does not meet established water quality standards for public water systems.

**SECTION 3. BACKFLOW PREVENTION ASSEMBLY REQUIREMENT**

* 1. **ELIMINATION AND PROTECTION OF CROSS CONNECTIONS:** Cross connections occurring within the Water System shall be eliminated or protected with the appropriate backflow preventer. Cross connections are eliminated by establishing an air gap between the potable and non-potable sources. Cross connections are protected by installing the appropriate backflow preventer. It shall be the responsibility of the owner of the cross-connection to eliminate the cross-connection or protect the cross-connection with a backflow preventer approved by the Water System.
	2. **CONNECTION TO SEWER:** Direct connections, permanent or temporary, between the Water System and a sanitary or storm sewer are prohibited.
	3. **HOME WELLS:** Connection to any source of water other than that provided by the Water System including home wells, is prohibited unless a backflow preventer approved by the Water System is installed.
	4. **APPROVED BACKFLOW PREVENTION ASSEMBLIES:** Only backflow prevention assemblies approved by the MSDH shall be installed on the Water System to comply with this policy/ordinance.
	5. **INSTALLATION REQUIREMENTS:** Reduced pressure principal assemblies, double-check valve assemblies, and pressure vacuum breakers shall be installed in a manner and locations that provide adequate access for testing and repair of the assembly. Reduced pressure principal assemblies and double-check valve assemblies shall not be subject to flooding. Reduced pressure principal assemblies and double check valve assemblies shall not be installed in a pit or enclosure below ground level.

**SECTION 4. RESPONSIBILITY OF WATER SYSTEM**

* 1. **SURVEYS:** An authorized agent of the Water System, utilizing written guidelines published by the MSDH, shall conduct surveys and on-site visits as necessary to locate existing cross-connections. Single-family dwellings and multi-family dwellings designed to house no more than eight families shall not be included in this survey unless the officials of the Water System have reason to believe a cross-connection exists. The survey of the Water System shall be completed by an individual approved by the Water System. Upon completion of this survey, the responsible official of the Water System shall certify to the MSDH, on forms provided by the MSDH, that the required survey has been properly performed and completed in accordance with the written guidelines published by the MSDH.
	2. **RIGHT OF ENTRY:** The Water System, acting through its authorized agent, shall have the right to enter any non-residential building, during reasonable hours, to inspect the plumbing system installed in any such building or premises provided prior notification of the inspection is given. The authorized agent shall first obtain the consent of the owner to enter any single-family dwelling.
	3. **CLASSIFICATION OF HAZARD:** Each cross-connection found will be classified as high hazard or low hazard by the authorized agent of the Water System. If a connection is found to be a high-hazard cross-connection, the owner of the connection shall be notified in writing within ten (10) days, that the cross-connection must be eliminated or protected by the installation of a backflow preventer approved by the Water System within ninety (90) days of notification. If the connection is found to be a low-hazard cross connection, the owner of the connection shall be notified in writing within ten (10) days, that the connection shall be eliminated or protected by a backflow preventer approved by the Water System within one (1) year of notification.
	4. **SELECTING THE APPROPRIATE BACKFLOW PREVENTER:** It shall be the responsibility of the Water System, acting through its agent, to determine the type of backflow preventer required at each cross-connection and the location where the backflow preventer will be installed. The type of backflow preventer and the required installation location will be selected by the Water System utilizing guidelines published by the MSDH.
	5. **EXISTING BACKFLOW PREVENTERS:** Any backflow prevention device or assembly installed on the Water System to protect the Water System against the possibility of backflow from a customer’s water service prior to the adoption of this policy/ordinance shall be governed by this policy/ordinance. Existing backflow preventers shall be inspected and evaluated within ninety (90) days of identification.
	6. **REVIEW OF METER APPLICATIONS:** The Water System, acting through its authorized agent, shall review all applications for new meters to determine if a cross connection will be created. The Water System shall require the installation of an approved backflow preventer at all new connections where a cross-connection will be created.
	7. **INSPECTIONS:** The Water System, acting through its authorized agent, will periodically inspect any connection to the Water System as deemed necessary to ensure cross-connections have not been created. These inspections may be conducted without prior notice to the customer.
	8. **RECORD KEEPING:** The Water System shall maintain records of the type, size, and location of each backflow preventer installed in the system when each backflow preventer is due to be evaluated, and the results of each test. Records shall be maintained for five (5) years from the date of test and inspection.

**SECTION 5. TESTING OF BACKFLOW PREVENTION DEVICES**

* 1. **TESTS REQUIRED:** Each reduced pressure principal backflow prevention assembly, double check valve assembly, and pressure vacuumed breaker shall be evaluated immediately after installation, after repairs of any kind, and annually. Any backflow preventer found to be non-functional shall be repaired and re-evaluated within fourteen (14) days of the initial test.
	2. **CERTIFIED TESTERS:** Only backflow preventer testers certified by the Mississippi State Department of Health shall evaluate backflow preventers located in the Water System.
	3. **NOTIFICATION:** The Water System shall notify the owner of each backflow preventer sixty (60) days prior to the date that the backflow preventer is scheduled to be evaluated.

**SECTION 6. VIOLATIONS AND PENALTIES**

**6.01 REFUSAL OF INSPECTION:** If the owner refuses to let the authorized agent of the Water System perform the necessary inspections to determine if a cross-connection exists, the Water System shall require that a reduced pressure principal backflow prevention assembly be installed at that service connection.

**6.02 MAINTAINING A CROSS CONNECTION:** If the owner, after having been informed that a cross- connection exists at his property, refuses to eliminate, or protect the cross-connection using the appropriate backflow preventer, water service to the connection shall be terminated until such time as the owner complies with MSDH Regulations.

**CERTIFICATION OF ADOPTION**

This is to certify that the above Cross Connection Control Policy/Ordinance was adopted by: Brooklyn Utility Association on (date)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and is being routinely enforced on this public water system.

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Brooklyn Utility Association, Board President

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Board Members:

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Board Member

**WATER LINE EXTENSION AGREEMENT**

THIS AGREEMENT, made and entered into duplicate this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as Landowners, and Brooklyn Utility Association Inc., Forrest County, Mississippi, hereinafter referred to as Water District.

**WITNESSETH:**

 For and in consideration of the mutual covenants, conditions, obligations, and agreements hereinafter set for the parties hereto agree as follows:

1. The Water District shall cause to be installed certain water line improvements of the type, quality, and manner approved by the Water District, and the cost thereof shall be paid as set forth herein.
2. The Landowners shall hold the Water District completely harmless of all claims, causes of action, damages, or liability to persons or property arising from the installation of said water line.
3. The Water District shall cause water lines to be installed on easement areas as described \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, together with all necessary valves, fittings, pipes, and appurtenances. Before construction is commenced, Landowners shall pay the estimated cost of the extension to the Water District. The project shall then be constructed, and the actual cost determined. If the actual cost of the landowners’ share of the project exceeds the original estimated cost, the Water District shall then bill the landowners for the excess cost. If the actual cost is less than the initial estimate, then the Water District shall promptly refund the difference to landowners.
4. Once the water line is installed, the same shall immediately become an integral part of the Water District’s water system and complete ownership thereto and therein shall immediately vest and remain in the Water District; and the said Water District shall thereafter provide, at its cost the necessary maintenance of said water line.
5. The extended water line hereinabove described shall be connected to other lines belonging to the Water District in such manner at such points as shall be determined by the Water District.
6. The Water District has, and reserves unto itself, the sole and exclusive right to sell and install water rights and meters to any persons desiring water service from the said line, and the further exclusive right to provide to said users and to make such charges therefor from time to time as determined by the Water District and consistent with all policies of the Water District pertaining to water users.
7. This Agreement, nor any right or interest herein, shall not be assigned by the Landowners to any other person or persons, whomsoever, without the prior written consent of the Water District, and any such assignment shall be absolutely void.
8. This Agreement shall be binding and of full force and effect upon all the heirs, devisees, legatees, trustees, successors, or assigns of the respective parties hereto to the same degree and extent as the parties are themselves hereby bound. There is no agreement between the parties other than as contained herein. Any modification or amendment to this Agreement shall not be effective unless in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties have affixed their respective signatures and corporate seals the day and year first above written.

**LANDOWNERS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**WATER DISTRICT: BROOKLYN UTILITY ASSOCIATION, INC.**

 **BROOKLYN, FORREST COUNTY, MISSISSIPPI**

 **BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **BOARD PRESIDENT OF BUA, INC.**

**ATTEST:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SECRETARY OF BUA, INC.**

 STATE OF MISSISSIPPI )

 ) SS:

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

 BE IT REMEMBERED, that on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a notary public in and for the County and State previously mentioned, came

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **PRESIDENT OF BROOKLYN UTILITY ASSOCIATION, INC., TOWN OF BROOKLYN, FORREST COUNTY, MISSISSIPPI,** a corporation duly organized, incorporated and existing under and by virtue of the laws of Mississippi, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **SECRETARY** of said corporation, who are personally known to be to be such officers, and who are personally known to be the same persons who executed, as such officers, the within Water Line Extension Agreement on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation, who are personally known to me to be the same persons who executed the within Water Line Extension Agreement and such persons duly acknowledged the execution of the same.

 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC

My Appointment Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MISSISSIPI )

 ) SS:

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_)

##

**UTILITY EASEMENT AND RIGHT OF WAY**

**STATE OF MISSISSIPPI )**

**) KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF FORREST)**

That the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of landowner(s)] (“Grantor” or collectively “Grantors”), for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to [me/us] in-hand paid by Brooklyn Utility Association, Inc., Brooklyn, Mississippi [does/do] hereby grant, bargain, and sell unto Brooklyn Utility Association, of Brooklyn, Mississippi, a municipal corporation, (collectively “Grantee”), and its successors and assigns, permanent and perpetual easements and rights-of-way to locate, re-locate, lay, re-lay, construct, re-construct, remove, enlarge, expand, maintain, inspect, patrol, repair, replace, use, and operate utility lines and/or pipelines, including, but not limited to, water lines, water transmission lines, water main lines, and all utilities, structures, facilities and appurtenances thereto, including but not limited to, above and below ground valves and piping, standpipes, meters, meter equipment, manholes, hydrants, and all other necessary appurtenances, and to perform all other tasks pertaining to said utility lines and/or pipelines, together with the right of ingress and egress to and from same, on, over, across, though, and under the following described real estate as recorded in book \_\_\_\_ page \_\_\_\_ of the instrument records of the Circuit Clerk and Ex-Officio Recorder of Forrest County, Mississippi:

[Identification of land and document number, deed book, and page,] located in the office of the ex-officio recorder of Forrest County, Mississippi.

Said easement(s) [is/are] described as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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A permanent easement and right-of-way across the above-described land and more particularly described as follows:

[legal description of easement and right of way; metes and bounds]; [repeat for additional easements] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*Also, a temporary construction easement and right of way of sufficient area to allow construction of said utility lines and/or pipelines utilities, structures, facilities, and appurtenances thereto with an anticipated construction duration of \_\_ calendar days (not including any delays due to weather)* **(The estimated duration is a non-binding estimate only and the temporary construction easement will continue until construction is completed).** *Any parking areas or landscaping disturbed by*

*construction will be restored to pre-construction conditions.*

[A] sketch(es) of this grant [is/are] attached hereto and incorporated by reference as an exhibit(s) “A” [additional exhibit letters] and is to be considered as a part of this easement document. It is understood that [this/these] [sketch/sketches] [is/are] descriptive only of the approximate size, shape, and location of the easement(s) and rights-of-way and [does/do] not constitute a plat or survey of the [Grantor’s/Grantors’] property.

Grantee shall have and is hereby granted the right of laying, re-laying, constructing, re-constructing, enlarging, locating, relocating, inspecting, patrolling, operating, using, expanding, maintaining, and/or removing utility lines and/or pipelines, utilities, structures, facilities, and appurtenances (including, but not limited to, new utility lines and/or pipelines, utilities, structures, facilities, and appurtenances; existing utility lines and/or pipelines, utilities, structures, facilities, and appurtenances; and/or such additional utility lines and/or pipelines, utilities, structures, facilities, and appurtenances as may be required in the future). Further, Grantee shall have and is hereby granted the right to perform all other tasks, not otherwise listed herein above, pertaining to said utility lines and/or pipelines, utilities, structures, facilities, and appurtenances.

Grantee shall have the right of ingress and egress on, over, along, across, though, and under adjacent lands owned, leased, or controlled by Grantor[s] to and from said easements and rights-of-way for any and all purposes relating to, or in any way connected with, the laying, re-laying, construction, reconstruction, enlargement, location, re-location, inspection, patrolling, operation, expansion, maintenance, removal, and/or use of utility lines and/or pipelines, utilities, structures, facilities, appurtenances, and all other property of Grantee located on the easements and rights-of-way described above. Further, Grantee shall have the right of ingress and egress on, over, along, across, though, and under adjacent lands owned, leased, or controlled by Grantor[s] to or from said easements and rights-of-way to perform all other tasks, not otherwise listed herein above, pertaining to said utility lines and/or pipelines, utilities, structures, facilities, and appurtenances.

Grantee shall have and is hereby granted the further right at all times to remove from said lands all crops, vegetation, undergrowth, trees, and parts thereof, or other obstructions, which, in the opinion of Grantee, restrict access to, constitute a hazard or endanger the safety, reliability and/or functionality of said utility lines and/or pipelines, utilities, structures, facilities, and appurtenances, and/or endanger the public and/or public safety. Grantee shall also have and is hereby always granted the further right to remove from said lands all crops, vegetation, undergrowth, trees, and parts thereof, or other obstructions, for the purpose of installing additional utility lines and/or pipelines, utilities, structures, facilities, and appurtenances and/or for the purpose of performing the various other tasks and actions described herein above.

The Grantor[s] and/or [its/his/her/their] successors or assigns shall not cause to be constructed any buildings, structures, or other improvements, other than “fences” within the above-described easements and rights-of-way. As used herein, the term ‘fences” does not include walls, walled fences, combination wall/fences, or any other structure that cannot be readily dismantled if necessary. Further, no trees shall be planted by Grantor[s] or [it’s/his/her/their] successors or assigns on said easements and rights-of-way. Neither Grantor[s] nor [its/his/her/their] successors or assigns shall be entitled to any compensation for fences, trees, vegetation, undergrowth, crops, and/or structures that may be removed or disturbed within [this/these] permanent easements and rights-of-way by virtue of Grantee’s exercise of the rights under this agreement. It is further understood that Grantee’s easement(s) and rights-of-way shall be exclusive and that Grantor[s] and/or [it/his/her/their] successors and assigns shall convey no parallel and/or otherwise conflicting rights to any person, utility, or corporation on, across, though, or under said easements and rights-of-way without the express written permission of Grantee.

The consideration hereinabove mentioned is paid by Grantee and accepted by Grantor[s], [it’s/his/her/their] successors and assigns, as full and total payment for the easements and rights-of-way, trees, crops, vegetation, undergrowth, or other obstructions, trimmed or removed from said lands during the construction and maintenance of Grantee's utility lines and/or pipelines, utilities, structures, facilities and all other property of Grantee located on the easements and rights-of-way described above; any and all other claimed damages, of any type, to [Grantor’s/Grantors’] land; and for all other rights and privileges hereinabove set forth.

TO HAVE AND TO HOLD the above-described easements and rights-of-way unto said Grantee, their successors, and assigns, forever or until said easements and rights-of-way are finally abandoned.

And Grantor[s] agree[s] to forever warrant and defend the above-described easements and rights-of-way unto said Grantee against all claims whatsoever.

[This/These] easement(s) and rights-of-way [is/are] declared to and [does/do] inure to the benefit of the public generally, shall run with the land, and shall be binding upon the successors in title and/or interest to the lands herein described or any other part thereof, their mortgagees, lessees, heirs, administrators, executors, successors, and assigns.

IN WITNESS WHEREOF the hand and seal of Grantor[s] is hereunto set, this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

[NAME OF PERSON/ENTITY] [NAME OF PERSON/ENTITY]

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



**ACKNOWLEDGMENT**

**STATE OF MISSISSIPPI )**

 **)**

**COUNTY OF FORREST )**

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me well known as the persons who executed the foregoing Utility Easement and Right of Way, and that they have executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this day of 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.