

RULES AND REGULATIONS

REVISIONS AND AMENDMENTS



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(662) 327-1651

EAST LOWNDES WATER ASSOCIATION, INC.

RULES AND REGULATIONS
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WARNING!
TAMPERING WITH THIS WATER SYSTEM
IS A
FEDERAL OFFENSE!
UNDER:
US CODE Title 42, Section 300i-1

PLEASE REPORT SUSPICIOUS ACTIVITY TO
YOUR WATER ASSOCIATION IMMEDIATELY!

After hours and Emergency
Telephone number 662-327-1651
www.eastlowndes.com

The **East Lowndes Water Association** business office is located at 1325 Ridge Road. Office hours are from 8 a.m. to 4:30 p.m. Monday thru Friday, except on legal holidays. Telephone numbers during office hours only are 662-328-1065, 662-327-1690 and FAX number is 662-327-0915.

Would you like to be personally notified for all water emergencies?
Please help us by updating your contact information.

I. MEMBERSHIP

A. QUALIFICATIONS AND OBLIGATIONS: Any person, partnership, corporation, entity or body politic may become a member in the Association by:

1. Signing an "Application for Membership and Water Service" (Must be notarized if not witnessed by an employee of the Association) and
2. Providing the requested information, including but not limited to, their driver's license number, contact information, daytime phone numbers, cell phone numbers, e-mail addresses (and if requested: lease/rental agreement, deed, picture identification, social security number, electric power agreement) and
3. Paying the applicable fees hereinafter specified, and
4. Agreeing to purchase from the Association water service hereinafter specified; and
5. Agreeing to comply with and be bound by the Certificate of Incorporation of the Association, the By Laws, and any amendments thereto and the Rules and Regulations as may from time to time be adopted by the Board of Directors.

B. WATER SERVICE OPTIONS: A Member may purchase water services from the Association in one of the following methods:

1. **New extension where meter is financed:** A user who (1) signs an "Application for Membership and Water Service", (2) pays an initiation fee, and applicable deposit as may be established from time to time by the Board of Directors, (3) meets the approval of the Board of Directors, and (4) is current with their account.

NOTE: If, within 90 days after the meter is set with water service available continuously thereafter and Member does not pay the minimum monthly bill or the use of the water at the metered rate, the Association can remove the meter. Should water service from the Association ever be desired at a later date, the Association will collect for meter installation and service hook-up, and any other required charges, pursuant to the Rules and Regulations.

2. **New meter connection to existing system:** A user who (1) signs an "Application for Membership and Water Service", (2) pays the applicable new meter service fee and deposit and (3) is current with their account.
3. **Existing meter service:** A user who has (1) signed an "Application for Membership and Water Service", (2) paid the applicable deposit and fees, (3) is current with their account. (Memberships of existing meter services are transferred to the subsequent user under these same requirements.)

C. WATER AVAILABILITY OF THE ASSOCIATION: No person otherwise eligible shall be permitted to apply for or acquire a membership in the Association if the capacity of the Association's water system is utilized by the needs of the existing Members.

II. SERVICE RULES AND REGULATIONS

A. AVAILABILITY: Water service from the Association is available to all applicants in the certificated service area subject to the *Section IV. Service Extension Policy* of the Association and other duly approved fees, deposit, and Rules and Regulations and any applicable State or Federal Rule Regulations. Also, the Applicant has met the guidelines pertaining to "on site wastewater disposal".

B. DEPOSIT: A Deposit in accordance with the schedule listed below shall be required before service may be rendered to any Applicant.

1. Deposit is refundable when account is closed, less balance due. The Association reserves the right to use payment history of any applicant with the Association determining the credit risk; if that determination is made, a larger deposit may be required.

2. Interest will be paid as of the first of every calendar year to members who have a deposit one year or more with the Association. Interest will be calculated in accordance with the Mississippi Public Service Commissioner's published rates and paid as a credit to the Member's water bill.

C. TAP FEE: The non-refundable tap fees are for the installation of new water meters on either side of a two (2) lane road where an adequate water main is located. Refer to the Schedule of Fees for prices.

1. Meter sizes available are 5/8 inch, 3/4-inch, and 1-inch. Larger meter sizes are determined on a case-by-case basis.
2. The sizing and type of meters shall be determined by the Association.
3. Applicable state taxes will be required along with the tap fee (installation charges) for businesses, churches, etc. where required by Mississippi or by Alabama.

D. SERVICE FEES: The following service fees apply and are not refundable. Refer to the Schedule of Fees for specific prices.

1. **Service Calls:** During and after business hours are priced separately. This fee applies to the following services:
 - a. Turn water off or on for the Member to make repairs.
 - b. If Member is not present when the service is activated and meter continues to register water use; the service will be placed in an off and unlocked position. Should the Member request an additional service call, the member will be charged an additional service fee.
 - c. Member requesting unscheduled reading for personal verification of water use, except when it is determined the reading was in error or a meter malfunction.
2. **Connection Fee:** To activate an existing water service.
3. **Transfer Fee:** To turn water on for an existing customer at a new location on the system. This fee may be added to the first water bill at the new location. Water may be left on at the existing account for up to seven (7) days.
4. **Reconnection Fee:** Fee applied when a water service has been terminated due to non-payment.
5. **Non-sufficient Funds:** Fee assessed for items returned by a financial institution.
6. **Meter Test/Data Profiling & Documentation:** Fee assessed for a meter test or for a data profiling and documentation when requested by the Member.
7. **Damage Fee:** When the Association's equipment is damaged intentionally or through neglect, the actual cost for the materials and labor will be added to the Member's water bill. Failure to pay the damages will result in a termination of the service.

III. GENERAL RULES AND REGULATIONS

A. POINT OF DELIVERY: The point of delivery is the point designated by the Association, on Member's premises. From this "designated point of delivery" all installations, from the outlet side of the meter yoke, including service lines, fittings, valves, plumbing inside or outside, wastewater systems, etc., is the responsibility of the Member to install and maintain.

WARNING: The Association installs check valves on the outlet side of each meter for cross-connection control. This will create a closed system which will require the Member to ensure there is a proper relief valve on hot water tanks.

1. Meters may only be set on property owned by the Member. Perpetual easements are not considered the owner's property.
2. New meter services will be installed just off the public access road, or right-of-way, where there is an adequate water main. Where fences are involved, the meter will be located on the outside of a fence.

3. **The Association highly recommends that the Member install a cut-off valve on the Member's side of the meter box.** Should a Member or plumber open the meter box to secure water service, check the leak detector, check the reading or any other reason, they are responsible for replacing the lid back on the meter box when the task has been completed. The Association will not be responsible for any injuries caused by an open meter box or any damages from the use thereof.
 4. The Association will designate the location of the meter installation and will require the meter to be as close to the dwelling as possible.
 5. In instances where a dwelling is located an excessive distance from the location of the distribution main on a public access road and the applicant owns both sides of his drive, the meter may be set at the public road. For excessive distances, Members should consider up-sizing their service line based on the distance and elevation.
 - a.) A second application for a meter service on the above stated drive will be considered a public access road and will require a distribution extension in accordance with *Section VI. Association's Funding of Individual(s) Extension Policy* before service may be provided.
 - b.) If the applicant does not own the property on both sides of the above stated drive, the drive will be considered a public access road and will require a service extension the same as stated in the preceding item paragraph.
 6. No Member is allowed to tie an additional user(s) to their meter service without relieving the Association of any low pressure problems that may develop. It is recommended that every dwelling have its own meter service.
 7. The Association will make individual pressure reducing valves available (upon request) to members who desire to reduce their water pressure.
 8. If a mobile home is located behind a dwelling on the same lot and is not required to pay rent, then a second meter may be set at the road without an Individual Service Extension.
 9. When hydraulic analysis reflects inadequate water supply on a distribution main where a new service is requested, the applicant must make all necessary "beef up" or improvements, as required by the Association, on the same basis as *Section VI. Association's Funding of Individual(s) Extension Policy*.
 10. Members wishing to convert to mobile home park service cannot do so unless said area is to be opened to the public and has accommodations for extra mobile homes.
- NOTE:** A Member must pay the required fees as well as meet the requirements under *Section VII. Rules and Regulations Governing Multi-Unit Connections New and Existing*.
- B. AUTOMATIC METER READING (AMR):** Equipment will allow meters to transmit readings to mobile collectors without a meter reader having to open the meter box each month. Please be aware that the meter box will become covered with dirt and vegetation.
 - C. RIGHT OF ACCESS:** The Association shall have the right of access to the Member's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing or changing any or all equipment belonging to the Association. The Member, by signing an application does hereby grant an easement for the meter(s) and the necessary water facilities to be located on their property.
 - D. INSPECTIONS:** The Association reserves the right, but shall not be obligated to, inspect any installation before service is provided or at any later date to identify extra users, possible cross connection, or any conditions detrimental to present or future Members. The Association reserves the right to disconnect any service posing a potential hazard or possible violation, until the hazard or violation has been remedied.

- E. MEMBER'S RESPONSIBILITY FOR ASSOCIATION'S PROPERTY:** All meters, service connections, and other equipment furnished by the Association will remain property of the Association. Members must provide a space for and exercise proper care to protect the property of the Association on the Member's premises. In the event of loss or damage to the Association's property arising from neglect of the Member, the cost of necessary repairs or replacement of property will be the responsibility of the Member.
- F. TRANSACTING BUSINESS BY PHONE / INTERNET:** If the Member desires to transact business by phone, facsimile, or internet involving the Member's service, then certain information will be required for verification.
- G. BILLING:** The Association is divided into four cycles for the purpose of billing and collections. Meters will be read the week prior to the billing date and calculated at that time. Payments must be received on or before the "past due after" date (2nd, 10th, 17th, 24th) on the bill to avoid a late fee of 10% of the total bill.
- H. PAYMENTS: Failure to receive bill will not release Member from payment obligations.** Should the final date for payment fall on a weekend or holiday, the next business date following the final date will be the due date.
 1. **Night Depository** – For Members' convenience, a bill depository is provided at the drive-through window of the Association's business office, located at 1325 Ridge Road. Payments can be made after business hours, holidays and weekends. However, any Member using the depository does so at their own risk and agrees to accept the Association's accounting of the amount received. Envelopes are provided for your convenience, and it is your responsibility to clearly mark the name and/or account to be credited.
 2. **Bank Drafts** – Member's bill will be mailed 10 days prior to drafting the account. This will allow time to correct any discrepancies. The Association reserves the right to cancel payments made by bank drafts to any Member who abuses the system with non-sufficient funds.
 3. **Online Payments** – Bills may be paid "online" at the Association's web site, www.eastlowndes.com, using the customer number and PIN number printed on Member's bill. A nominal convenience fee will be added by the vendor handling the secure payments. Payments made after 3:00 p.m. will be posted within 24 to 48 hours.
 4. **Phone Payments** – 883-404-8954.
 5. **All payments returned for non-sufficient funds** will be charged a fee. A notice will be mailed to inform the Member of the returned payment. Ten (10) days will be allowed from the date of the notice to make a cash payment. After such time, water service will be discontinued under the same terms as *Section III. Item 1. Discontinuance of Service*.
 6. **No partial payments** will be accepted after a delinquent notice has been generated. No payments may be made online once the service is placed in cut-off status.
 7. **Wastewater Systems** – The Association has no responsibility of any agreements or actions terminating water service behind its meter box by mutual agreement or otherwise with member and any wastewater systems.
 8. **Management Review** – A Member may request a review of any discrepancy, provided the business office has been contacted three (3) days prior to the Termination Date. The review shall be conducted in the manner and format in sole discretion of the Association.

9. **Special Addendum** – A Special Addendum may be required for new Members where the metered “location” being applied for has a history of excessive usage due to water leaks that have not been repaired. This “location” will be required to make payments in full within ten (10) days of the due date of the bill without qualification for leak adjustments; otherwise, water will be disconnected without further notice and a higher water deposit will be required, along with reconnection fees. The Addendum may be removed from this location after a proven history is established that said leaks have been repaired and bills paid promptly.

I. DISCONTINUANCE OF SERVICE BY THE ASSOCIATION: If payment is not received on or before the second consecutive delinquent date, a “DISCONTINUANCE OF SERVICE” notice will be mailed by regular mail and service will be discontinued after ten (10) days from the date of notice or the earliest date thereafter.

1. **No water service will be reconnected after business hours if service has been discontinued for non-payment.** These payments may only be made at the business office during normal business hours and service will be reconnected the same day.
2. Once service is terminated for non-payment or delinquency, a reconnection fee, late charges, and any charges for cut locks and damaged equipment must be paid in full at the business office in order to have service reconnected.
3. The Association shall not be liable for damages as a result of discontinuing service for non-payment.
4. The discontinuance of service by the Association for any reason does not release the Member from the obligation to the Association for payment of bills, and payment in full is expected before service may be rendered at any location throughout the system.
5. The Association will not turn water off for delinquency or returned checks after 2 p.m. No water will be turned off on Friday or the day before a legal holiday.
6. Once “Notice of Discontinuance of Water Service” is given for two (2) months and allowing ten (10) additional days for notification; **no further extensions will be given** for payments for any reason.

J. INTERRUPTION OF SERVICE: The Association will endeavor to provide uninterrupted service to its Members. Whenever practical, notice of an impending shutdown of service will be given its Members, but the Association reserves the right to shutdown any service at any time, in the event of emergencies, or required shutdowns, without notice. The Association shall not be liable for any damages or problems resulting from a shutdown. The Association reserves the right to restrict or ration the volume of water during water shortages to maintain water supply to all Members.

K. SPECIAL MEDICAL CONDITIONS: Members should register, in writing, any special medical conditions that could present a life-threatening situation in the event of emergencies or water being shut off. (Example: Dialysis Machine)

L. EMERGENCY INSTRUCTIONS: All Members are required to follow instructions in the event of:

1. Loss of pressure, and it is recommended that you “BOIL DRINKING WATER” until microbiological water samples show the water is safe.
2. A state of emergency or terrorism. You are asked to exercise good judgement and “USE AN ALTERNATIVE WATER SOURCE” for consumption until such time as the emergency has passed.

M. NOTICE OF TROUBLE: The Member shall notify the Association should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of water. Verbal notices should be confirmed in writing.

N. NEIGHBORHOOD WATCH: Every member is encouraged to assist with a “Neighborhood Watch” to report water theft (unapproved water usage from fire hydrants) and cross-connection monitoring for the protection of everyone’s health.

O. METER TESTS: The Association will make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. The Association will make additional tests or inspections of its meters at the request of the member. However, if such tests show that the meter is accurate up to 101.5% fast (A.W.W.A. standards) or less, no adjustment will be made in the Member’s bill and a test fee will be added in addition to the bill under question. In case the test shows the meter to be in excess of the standards, an adjustment shall be made to the Member’s bill over a period of not more than sixty (60) days prior to the date of such test and replacement of meter without a test fee or service charge.

P. ADJUSTMENTS: When a previously hidden leak on a Member’s water system is discovered, either by the Member or by the Association, the Association may elect to give an adjustment for up to two (2) consecutive months, providing the adjustment qualifies. Qualifications include: making necessary repairs promptly and furnishing certain requested information to the Association by the Member. The excessive bill(s) must exceed 100% of a 12-month average bill. The amount above the average usage may be adjusted to 25% of the flat rate per 1,000 gallons in addition to what would have been an average bill. The Member will only be allowed one adjustment per calendar year from the date of the adjustment.

Q. WATER FOR SPECIAL USAGE:

1. Water for special usage may not be obtained under any circumstances (except fire protection) from fire hydrants or filling valves without a permit from the Association.
2. Members or Non-Members agree:
 - a.) To use only those filling points designated by the Association.
 - b.) To use approved backflow prevention.
 - c.) To pay a special use meter set up fee.
3. All water sold for special usage will be in accordance with the current rate schedule.
4. Violating these policies will result in revoking the permit and privilege of obtaining water for special usage.
5. Unauthorized water use will be turned over to the proper authorities for prosecution.
6. All hoses, wrenches, devices on or near the fire hydrant used in the unauthorized water use will be subject to confiscation.

R. STANDBY AND RESALE SERVICE: All purchased water service (other than emergencies or standby service) used on the premises of a Member shall be supplied exclusively by the Association, and the Member shall not directly or indirectly, sell, sublet, assign, or otherwise dispose of the water service, or any part thereof.

S. RELOCATION OF SERVICE: Relocation of water meters for the benefit of a Member shall be at the expense of the Member. Relocation for the benefit of the Association will be at the expense of the Association. Relocation of water meters applies only to the lot for which it was set and does not mean a transfer to another point of delivery.

T. FILING AND POSTING: A copy of the Rules and Regulations, Schedule of Rates, Technical Detailed Specifications, the By-Laws of the Association, and the Annual Water Quality Report shall be kept for inspection at the business office of the Association. The same shall be made available to Members at completion of Application for membership or upon request.

U. SCOPE: Rules and Regulations shall be incorporated in and shall become part of all contracts for water service from the Association and to all services received from the Association, whether the service is based upon contract, signed application, or otherwise, and acceptance of service by a Member will constitute agreement to the terms of said Rules and Regulations.

V. DECISION OF THE BOARD OF DIRECTORS: These Rules and Regulations do not cover every conceivable condition or situation that may arise, but only those recurring situations where standardized policies and practices have been established. In all matters involving the exercise of judgement or discretion the decision of the Board shall be final; and the determination of the Board of all disputed questions of fact arising under these policies likewise shall be final.

W. REVISIONS: These Rules and Regulations may be revised, amended, supplemented or otherwise changed from time to time by a majority vote of the Board of Directors. Such changes, shall have the same force as the present Rules and Regulations.

X. ADOPTION OF REVISIONS AND AMENDMENTS: These Rules and Regulations are hereby revised and amended effective July 01, 2021.

IV. SERVICE EXTENSION POLICY

A. APPLICATION OF POLICY: The Service Extension Policy of the Association shall apply in those instances where the service in question is not readily available from a point on the existing system without system extension.

B. APPLICATION OF SERVICE: In such instances, the individual must make a written application for service in which they must state the quantity of service and clearly define the point at which service may be extended.

C. ESTIMATE OF COST AND AVAILABILITY OF SERVICE: The Association will estimate, or cause to be estimated, the cost of providing the service at the point requested by the individual or individuals in order to consider the terms under which such service may be extended.

D. CONTRACTORS: Only reliable contractors with approved insurance coverage and Workman's Compensation complying with the Association's Detailed Specifications, Rules and Regulations, Federal, State, or County requirements for licensure may perform any work for the Association. Member requesting the service extension shall pay for the engineering, legal service and project supervision and any other cost incurred by the Association.

E. OWNERSHIP: All water mains and water facilities are owned and maintained by the Association. Proper conveyance of all water facilities must be made to the Association before water service will be rendered.

V. CONTRIBUTION-IN-AID OF CONSTRUCTION

A. Individuals choosing to finance a water main extension must make a cash deposit as a contribution-in-aid of construction as determined by the Association. The Association will not pay interest on the deposited amounts.

B. Low-income individuals that qualify for special grants through Federal, State, or County governmental agencies may have funds available from time to time to assist with the contribution-in-aid of construction.

C. Developers and Owners of subdivisions, mobile home parks, apartment complexes, etc. must provide all financing of construction, materials, equipment, and labor (with the exception of the original connection to the water main), service extension and beef-up (if required), hydraulic analysis, engineering, legal fees, and other costs incurred by the Association.

VI. ASSOCIATION'S FUNDING OF INDIVIDUAL(S) EXTENSION

A. The Association shall budget annually, when feasible, a set amount to be used in expanding water service within its certificated area. Requests will be accepted or denied in the order received at the discretion of the Board of Directors, subject to the Consulting Engineer's review and recommendation. This policy will assist an individual or group of individuals that may not otherwise be eligible for a project loan or grant. The Association is not required to spend the budgeted amount, and does so only at its discretion.

B. The extension budget may be amended within the fiscal year by the Board of Directors providing the system's viability or financial stability is not affected. The budgeted allowance will remain separate from capital improvements or beef-ups made by the Association.

C. A set amount will be allowed to each household requesting service within the certificated area where a service extension is required. All costs exceeding such allowance must be paid by the individual(s) prior to construction.

D. Charges will be calculated on a minimum 4-inch water main, including any type of bores or crossings and right-of-way preparations. Should up-sizing be deemed necessary by the Association, then the additional costs will be borne by the Association. The expense of a hydrant, main connection, and valve will be funded by the Association as well as any engineering, legal fees, project supervision, and any other costs incurred by the Association.

E. An Applicant for the Association's funding must pay the applicable new service fee, deposit, execute an application, and provide any required permits. Said applicant agrees to pay the monthly water rates set out in the Association's Schedule of Rates.

F. This policy will not apply to "for profit developers" or businesses using the extension of the water system to develop subdivisions, mobile home parks, multi-users apartment complexes, businesses, etc.

VII. RULES AND REGULATIONS GOVERNING MULTI-UNIT CONNECTIONS NEW AND EXISTING

NEW MULTI-UNIT CONNECTIONS:

These Rules and Regulations apply to all "new" multi-unit services which are served through a master meter(s), including mobile home parks, apartments, housing complexes and businesses.

A. The Member shall request a hydraulic study from the Association with the proposed locations, number of units, and schedule of construction phases.

B. The Association shall furnish a letter to the Member indicating the intent to serve.

C. All new multi-unit connections shall have Mississippi State Department of Health approval. All mobile home parks shall comply with Mississippi State Department of Health Regulations governing Mobile Home Parks.

D. Prior to beginning construction, the Member shall submit a distribution layout to the Association, along with a copy of the Mississippi State Department of Health approval.

E. The Member shall not connect more units than has been approved by Mississippi State Department of Health.

F. Continued service to multi-unit connections will be based on continued approval of the facilities by the Mississippi State Department of Health.

G. All new multi-unit Members are subject to the Rules and Regulations, Technical Detailed Specifications, By-Laws, and agreements of or with the Association with any amendments, revisions or supplements.

EXISTING MULTI-UNIT CONNECTIONS:

- A.** Existing units with distribution systems (not meeting the Association's specifications) may make application for a master meter or meters in strategic locations that would serve the units providing the application meets the Association's and the Mississippi State Department of Health's reasonable sizing and standards.
- B.** All wells serving these units must be physically disconnected and properly abandoned.
- C.** All MSDH Public Water System I.D. Numbers must be abandoned by the Mississippi State Department of Health pertaining to the existing multi-unit connection. The Association will not serve any multi-unit connections as a consecutive water supply.
- D.** All connections to wastewater systems or existing sewer systems must be in working order in accordance with the local Health Department's requirements.
- E.** Owner/operator must monitor and assume responsibility for water loss. Leak adjustments may be given once per year based on the requirements under *Section III. item "P. Adjustments"*.
- F.** Individual metering or zone monitoring may be used; however, no water may be sold or sublet by the owner/operator to the multi-units.
- G.** Back-flow prevention will be provided at the Association's meter(s); however, the owner/ operator will be responsible for cross-connection and any contamination that may occur on the customer's side of the Association's master meter(s). If the Association discovers a health hazard on the Member's side of the meter, water will be discontinued until the hazard is remedied.
- H.** Should low pressure problems develop within the multi-unit system, the owner/operator will be responsible for additional meter(s); upsizing water facilities; or making necessary repairs causing low pressures with the multi-unit system.
- I.** The Association will not install individual meters within an existing multi-unit system without the customer upgrading its facilities to comply with the rules under *Section VII. Rules and Regulations Governing New Multi-Unit Connections*.

WARNING!

If you are paying your water bills online, please be advised there are third party pay companies that may mislead you into thinking you are using the East Lowndes Water Association website www.eastlowndes.com.

The risks of doing so could cause your payments to arrive late, resulting in late fees or the disconnection of your water service. In many cases, the convenience fees are higher than the Association's. After you make your payment to these third party pay companies, a paper check is generated and mailed to the Association using U.S. mail, which is not always dependable. The office has no way of knowing you have used this method of payment until after the fact.

The Association's official website may not accept payments online on the "final day to pay" indicated on the delinquent notice due to a delay in processing. If the delinquent payment (two months) is not received "in the office" by the date shown on the delinquent notice mailed, water service will be discontinued in accordance with the policy. Failure to receive bill(s) will not release the Member from their payment obligations.

If you choose to pay online, please avoid unnecessary inconveniences and extra expenses by making sure you use the Association's official website www.eastlowndes.com.