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## **SERVICE RULES AND REGULATIONS**

### 1. DEFINITIONS:

An “Applicant” is a person, firm, corporation, association, governmental body, or other entity which has applied for service; two or more Applicants may make one application for a Main extension.

“Commercial Service” means non-residential, non-industrial business enterprise including, without limitation, restaurants, hospitals, schools, day care centers, office buildings, nursing homes, clubs, churches, shopping centers, and public facilities. At the Company’s discretion, service may be provided to this class through one or more Meters.

The “Commission” means the Mississippi Public Service Commission.

The “Company” means Great River Utility Operating Company.

The “Curb Stop” is a valve on the Service Connection, located at or near the Customer’s property line, and used to shut off water service to the premises. The Curb Stop is owned and maintained by the Company.

A “Customer” means a person, firm, corporation, association, municipality, the State of Mississippi, the United States, any federal or state department, subdivision or agency, and any institution or establishment whatsoever taking service from the Company.

“Discontinuance of Service” is the intentional cessation of service by the Company not requested by the Customer.

“Industrial Service” means service to manufacturing and processing establishments, including production facilities, agricultural products processing facilities, assembly plants, refineries, and similar establishments. At the Company’s discretion, service may be provided to this class through one or more Meters.

The “Main” is a pipeline which is owned and maintained by the Company, located on public property or private easements, and used to transport water throughout the Company’s service area.

The “Meter” is a device, owned by the Company, used to measure and record the quantity of water that flows through the service line, and is installed in the outdoor Meter Setting, or inside the Customer’s building where the Water Service Line enters through a foundation wall. Even in an indoor setting, the meter is still the property of the Company.

The “Meter Setting” is a place either in the Service Connection or building plumbing for a water Meter to be installed. An outdoor Meter Setting is located at or near the property line, and includes the Meter box, Meter yoke, lid, and appurtenances, all of which shall be owned and maintained by



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the Company. Indoor Meter Settings are located inside the Customer’s premises where the Water Service Line enters the foundation wall either installed directly in the piping or in a Meter yoke.

A “Month” means an interval of approximately thirty (30) calendar days between successive Meter read dates, except when the calendar month is specified.

“Residential Service” means individually metered residences. Residences are defined as consisting of one or more rooms, with space for eating, living, sleeping and permanent provision for cooking and sanitation.

A “Returned Check” is a check that is returned to the Company from any bank unpaid for any reason.

The “Service Connection” is the pipeline connecting the Main to the Customer’s Water Service Line and includes the Curb Stop, or outdoor Meter Setting and all necessary appurtenances located at or near the property line. This Service Connection shall be owned and maintained by the Company. If the property line is in a street, and if the Curb Stop or Meter Setting is not located near the edge of the street abutting the Customer’s property, the said Service Connection shall be deemed to end at the edge of the street abutting the Customer’s property.

A “Subdivision” is any land in the state of Mississippi which is divided or proposed to be divided into two or more lots or other divisions of land, whether contiguous or not, or uniform in size or not, for the purpose of sale or lease, and includes resubdivision thereof.

A “Termination of Service” is cessation of service requested by the Customer.

“Turn Off” is the act of turning water service off by physically turning a valve such that water is unavailable to a Customer’s premises. The charge for such service, for any of the reasons specified in Section 8(A), shall result in a Disconnection Fee.

“Turn On” is the act of turning water service on by physically turning a valve to allow water to be available to a Customer’s premises. The charge for such service, following the disconnection pursuant to Section 8(A), shall result in a Reconnection Fee.

The word “Unit” shall be used herein to define the premises or property of a single water consumer, whether or not that consumer is the Customer. It shall pertain to any building whether multi-tenant or single occupancy, residential or commercial, or owned or leased. Each mobile home in a mobile home park and each rental Unit of a multi-tenant rental property shall be considered as separate units for each single family or firm occupying same as a residence or place of business.

The “Water Service Line” is a pipe with appurtenances installed, owned, maintained, repaired, and replaced by the Customer, at Customer’s sole expense, used to conduct water to the Customer’s Unit from the property line, Curb Stop or outdoor Meter Setting, including the connection to the



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Curb Stop or Meter Setting. If the property line is in a street, then the Water Service Line shall be deemed to begin at the edge of the street abutting the Customer’s property.

2. GENERAL RULES & REGULATIONS

- A. The Company’s Rules and Regulations governing public utility service are set forth in these numbered sheets. The rates applicable to appropriate water service or service in particular service areas are set forth in rate schedules and constitute a part of these Rules and Regulations. Following written notice to the customer, the Company may change a customer’s applicable rate tier in the event there is change in service that disqualifies the customer from its current rate tier and makes the customer eligible for a different rate tier.
- B. The Company reserves the right, subject to approval of the Commission, to prescribe additional Rates, Rules, or Regulations or to alter existing Rates, Rules or Regulations as it may from time to time deem necessary and proper.
- C. After the effective date of these Rules and Regulations, all new facilities, construction contracts, and written agreements shall conform to these Rules and Regulations, and in accordance with the statutes of the State of Mississippi and the Rules and Regulations of the Commission. Pre-existing facilities that do not comply with applicable rules and regulations may remain, provided that their existence does not constitute a service problem or improper use, and reconstruction is not practical.

3. COMPANY EMPLOYEES AND CUSTOMER REGULATIONS

- A. Employees or agents of the Company are expressly forbidden to demand or accept in person any compensation for any services rendered to its Customers, except as provided in the Company’s Service Rules and Regulations.
- B. No employees or agents of the Company shall have the right or authority to bind the Company by any promise, agreement, or representation except as permitted in the terms, conditions and rates of these Service Rules and Regulations.

4. APPLICATION FOR SERVICE

- A. Service rendered by Company shall be subject to the provisions of this Tariff and the lawfully applicable rate schedules on file with the Commission, and the supply and taking of such service shall, for the purposes of this Tariff, constitute an Application for Service if no written agreement for service or application for service has been executed. Applicants for water service may be required to make such application in writing via the Company’s website [www.centralstateswaterresources.com/great-river/](http://www.centralstateswaterresources.com/great-river/) (or through other means acceptable to the Company in its sole discretion) on forms supplied by the Company and shall state fully and truthfully the uses to which the water is to be supplied. When such



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form is signed by the Customer and accepted in writing by Company, it becomes binding and is termed an agreement for service. Should such agreement be lost or destroyed, the form shall be presumed conclusively to be standard. If an application for service is not signed by Customer, the rendering of service by Company and the accepting of such service by Customer shall impose the same obligation on each as if it had been executed.

- B. If service is requested at a point not already served by a Main of adequate capacity or the service requires the addition of additional capacity including wells or storage capacity, a Main of adequate size shall be extended, or additional production capacity added, as may be necessary in accordance with the Company’s Service Extension Policy. When, in order to provide the service requested a Main extension or other construction or equipment expense is required, the Company may require a written contract. Said contract may include, but not be limited to, the obligations upon the Company and the Applicant, and shall specify a reasonable period of time necessary to provide such service.
- C. A new application shall be made and approved by the Company, upon any changes in use or occupancy of property or in the service as described in the application, and the Company shall be at liberty, upon five-day written notice, to discontinue water supply until such application has been made and approved. When Customer changes addresses, Customer shall give reasonable notice to Company prior to the date of change. Customer is responsible for all service supplied to the vacated premises until such notice has been received and Company has had a reasonable time, but not less than three (3) days, to discontinue service.
- D. Deposit: The Company may require from any Customer or prospective Customer a cash deposit to guarantee the payment of any bills due or which may become due from such Customer and safe return of all property belonging to the Company installed at the Customer’s premises or elsewhere. Such required deposit shall not exceed an amount equivalent to a single estimated average bill in the case of residential Customers and two (2) estimated maximum bills for any other Customers. Residential Customers may negotiate monthly installments for initial service deposits in excess of One Hundred Dollars (\$100.00) provided that the entire amount of the deposit is paid within sixty (60) days.
- E. Upon request, the Company shall refund the cash deposit collected from a residential Customer or waive any requirement of cash deposit from a residential Customer or waive any requirement of cash deposit from a residential Customer when such person meets the following specific criteria: (i) presents satisfactory proof that his or her age is sixty (60) years of more. A birth certificate or a current government-issued identification card shall be considered satisfactory proof of age; (ii) indicates that he or she is a primary user of the utility service and subscribed for such service in his or her own name; (iii) affirms responsibility for the payment of bills for the utility; and (iv) has demonstrated a reasonable payment pattern by having had no balance carried forward from one month’s bill to the



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next during the prior twelve-month period. In the event that such deposit has been refunded or waived and the Customer’s payment pattern changes from the foregoing to one of greater frequency of past due bills or bills with prior balances, Customers will be required to restore the deposit so refunded or waived plus any additional amount required to guaranteed payment up to the limits set forth in this section.

- F. Interest on Deposits: Cash deposits made by customers which are held by the Company for one (1) year or more, shall earn simple interest that is no less than the twelve-month average of the 10-year Treasury Note Yield as published by the Federal Reserve System, but not to exceed the general interest rate established by Mississippi Code Ann. §75-17-1(1). The applicable interest rate will be determined and posted on the Commission’s website on or before December 15 of each calendar year and will be effective for the prospective year. All accrued interest held by the Company shall be paid in cash or credited to the Customer’s account on or before July 1<sup>st</sup> of each successive third year during which service is connected. The principal sum of the cash deposit and any unpaid interest shall be applied to the Customer’s final bill, and any excess amount shall be paid to the Customer in cash. Cash deposits held for less than one full year shall earn no interest.
  
- G. Refusal to Serve: Company may decline to provide service to a Customer for any of the following reasons: (i) failure to comply with any of the rules and regulations of the Company; (ii) lack of adequate facilities to render the service requested or the requested service is likely to unfavorably affect the service to other Customers; (iii) the Applicant is indebted to the Company for the same kind of service, provided, however, that in the event that the indebtedness is in dispute, the Applicant shall comply with the deposit requirement, and, in addition thereto, make a special deposit in the amount equal to the lesser amount of the net balance in dispute or \$500 (if a residential Customer) or 50% of the net balance (if a non-residential Customer). Upon settlement of the dispute account, the balance, if any, of such special deposit due the Applicant shall be promptly repaid including interest as provided by Commission Rule.
  
- H. In any case of a dispute concerning refusal of service, Customer may submit a complaint with the Commission pursuant to the Commission’s Rules.
  
- I. The following shall not constitute sufficient cause for refusal of service to a present or prospective Customer: (i) delinquency in payment for service by a previous occupant (not of the same household as the present Applicant) of the premises to be served; (ii) failure to pay for merchandise purchased from the Company; or (iii) failure to pay for a different



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kind of public utility service, except pursuant to an agreement to disconnect water service for failure to pay sewer bills.<sup>5</sup>

- J. Residential Customers may request a written explanation of the Company’s decision to refuse service. The explanation shall include the reason service is being declined and what actions the Customer must take in order to receive service. The Applicant shall provide the Company with a valid mailing or email address where the response can be mailed or delivered via email. The Company shall provide and make available to their Applicants at all offices and on the Company’s website appropriate forms for use by the Customer to request an explanation of the Company’s decision to decline service. The Company shall mail or deliver via email the written explanation within seven (7) calendar days after receipt of the written request by mailing U.S. Mail, postage prepaid, or via email, to the known address of the potential ratepayers.

5. IMPROPER OR EXCESS USE

- A. No Customer shall be wasteful of the water supplied to the Unit by the Customer’s willful action or inaction. It shall be the responsibility and duty of each Customer to maintain all piping and fixtures at the Unit in a good and efficient state of repair at all times.
- B. No Customer shall make or cause to be made a cross connection between the potable water supply and any source of chemical or bacterial contamination or any other water supply. The Company shall deny or discontinue service where Customer’s Water Service Line or inside piping may, in the opinion of the Company, cause a cross-connection with non-potable water or otherwise jeopardize the health and safety of other Customer’s or the Company’s facilities.
- C. The Customer shall not make or cause to be made a connection to a device that will result in excessive water demand or excessive shock, such as water-hammer, to the Company’s Mains.
- D. The Customer shall not tamper with, remove, or willfully damage any utility property including a fire hydrant or water Meter or attempt to operate the shutoff valve on the Meter yoke, or allow any such action.
- E. The Customer shall not attempt to take unmetered water from the Company’s Mains either by an unauthorized tap or direct connection to Service Connection nor by connection to a fire hydrant.

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<sup>5</sup> Any disconnection agreement entered into between the Company and another waste-water provider shall be pre-approved by the Commission pursuant to a filing made in compliance with RP 10 of the Commission’s Public Utilities Rules of Practice and Procedure.





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F. Customers will not be permitted to supply water in any way to premises other than the service address, nor to permit others to use their hose or attachments, nor leave them exposed to use by others without permission from the Company.

6. SERVICE CONNECTION

A. The Company will provide water service at the outdoor Meter, at the Curb Stop if an indoor Meter Setting is utilized, or at the property line if neither an outdoor Meter nor a Curb Stop exists at or near the property line. Separate buildings that are not on one lot that cannot be subdivided shall be served through separate Water Service Lines.

B. The Service Connection will be installed from the Main at a point determined by the Company when a proper application is made. The size of the service line and Meter will be determined by the Company and will be sufficient size to properly serve the Customer.

C. The Service Connection from the water Main to the Customer’s property line shall be owned and maintained by the Company. The Company will construct the Service Connection, outdoor Meter Setting and Curb Stop, as necessary, and make the connection to the Main, within three (3) business days of an application for service, or within the time period specified in the application for service.

D. Water Service Line construction and maintenance from the property line, Curb Stop or Meter Setting, including the connection to the Curb Stop or Meter Setting, to the building shall be the responsibility of the Customer, and is subject to inspection by the Company. Customer shall be responsible for the cost of repairing any damage to the Company’s Mains, Curb Stops, valve boxes, Meters, and Meter installations caused by the Customers, Customer’s agent.

E. Existing Water Service Lines and Service Connections may be used in connecting with new buildings only when they are found by examination and testing by a plumber, at the Customer’s expense, not to constitute a hazard to the health and safety of any Customer or the Company’s facilities.

F. The Company reserves the right to discontinue serving any Customer, or not to commence serving any Customer whose plumbing does not conform to all regulations of any proper authority governing same.

G. The Company shall in no event be responsible for maintaining the lines and fixtures on Customer's property or for damage done by water escaping therefrom.

H. The Customer shall not use the service furnished in any manner that interferes with the rendering of proper service to other Customers of the Company.



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- I. The Company will notify Customers of any interruption of service whenever possible. Customer, however, shall be responsible for protecting against damage of any kind to any of their plumbing, equipment, facilities, machinery, boilers, etc., that might arise out of the sudden discontinuance of water service for any reason. Except as provided in Section 9 herein, the Company will not be liable for damage because of interruption or failure to give notice thereof.

7. METERS

- A. Company will furnish and install the necessary Meter, and Customer shall provide and maintain a location, free of expense and satisfactory to the Company, for its installation. Customer shall protect the Meter against damage by or tampering by unauthorized persons. The Meter box, even in an indoor setting, is exclusively the Company's property and trespassers will be dealt with in accordance with the law applicable thereto. No persons or person, except employees of the Company, will be allowed to install, remove, or repair Meters.
- B. The Company reserves the right to test Meters whenever it believes to be necessary, but without charge to the Customer.
- C. The Company shall have access to the Customer's premises at all reasonable times and free to all tolls or other charges for the purpose of reading or testing its Meters or other facilities and for all other purposes necessary to enable the Company to render proper service to the Customer and to its other Customers. Meter boxes will not be locked, and all Meters will be available for inspection by both Customers and the Company. When the Customer requests a Meter to be turned on, it will be assumed that the Customer knows the condition of his plumbing and the Company shall not be responsible for the injury to the Customer or to the Customer's employees or to the Customer's property, premises, equipment, or facilities caused by water escaping on or in the Customer's premises.
- D. Company shall make a test of the accuracy of any water service Meter upon request of the Customer. The Customer shall be notified of the time and place of such test so that Customer may be present to witness the testing. A written report giving the result of such test shall be made to the Customer requesting the test. The original record shall be kept on file at the office of the Company.

8. DISCONTINUANCE OF SERVICE

- A. Reasons: Service under any application, including public fire service and any other public or private use, may be discontinued for any of the following reasons:
  - 1. Non-payment of a delinquent account not in dispute;





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2. Failure to post a security deposit or guarantee acceptable to the Company;
  3. Unauthorized interference, diversion or use of the utility service situated or delivered on or about the Customer's premises;
  4. Misrepresentation of identity in obtaining utility service;
  5. Enclosing or obstructing any Meter so as to make reading or repairs unreasonably difficult;
  6. Failure to comply with the terms and conditions of a settlement agreement;
  7. Refusal after reasonable notice to grant access at reasonable times to equipment installed upon the premises of the Customer for the purpose of inspection, Meter reading, maintenance or replacement;
  8. Violation of any of these Rules and Regulations on file with and approved by the Public Service Commission, or for any condition which adversely affects the safety of the Customer or other persons, or the integrity of the utility's delivery system; or
  9. Non-payment of a sewer bill issued by the Company or by a sewer utility requesting discontinuance of water service by a Commission-approved disconnection agreement between the Company and the requesting sewer utility.<sup>6</sup> When water service is discontinued for non-payment of a sewer bill and if the sewer bill is not issued by the Company, any service charges for turn on/off or disconnection/reconnection within these Rules and Regulations shall not apply and notice to the Customer shall be provided by rules and procedure applicable to the Customer's sewer service in lieu of any notification required by these Rules and Regulations.
- B. None of the following shall constitute sufficient cause for the Company to discontinue service:
1. Life Threatening Situation: Company shall not discontinue service to any residential Customer for a period of sixty (60) days for nonpayment when the utility receives written notice from a medical doctor licensed to practice in the State of Mississippi, or any adjoining state, certifying that Discontinuance of Service would create a life-threatening situation for the Customer or other permanent resident of the Customer's household. Company shall provide and make available to their Customers at all offices and on the Company's website appropriate forms for use by the Customer in certifying

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<sup>6</sup> Any disconnection agreement entered into between the Company and another waste-water provider shall be pre-approved by the Commission pursuant to a filing made in compliance with RP 10 of the Commission's Public Utilities Rules of Practice and Procedure.



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the life-threatening situation. The utility shall issue a receipt to the Customer acknowledging receipt of the written notice pursuant to this rule;

2. Except as provided in Section 8(A)(ix), the failure of the Customer to pay for merchandise, appliances, or service not subject to Commission jurisdiction as an integral part of the utility service provided by the Company;
3. The failure to pay a bill correcting a previous underbilling, whenever the Customer claims an inability to pay the corrected amount, unless a utility has offered the Customer a payment arrangement equal to the period of underbilling;
4. Delinquency in payment for service by a previous occupant (not of the same household as the present applicant) of the premises to be served; or
5. Violation of the Company’s rules pertaining to operation of nonstandard equipment which interferes with service to others, or other services such as communication services, unless the Customer has first been notified and been afforded reasonable opportunity to comply with said rules; provided, however, that where a dangerous condition exists on a customer’s premises, service may be refused or discontinued without notice.

C. Procedure

1. Company shall not discontinue service to any Customer for violation of its rules and regulations nor for nonpayment of bills without first having used due diligence to give the Customer notice of such violation or delinquency and reasonable opportunity to comply with its rules and regulations or to pay his bills. In no case shall service be actually discontinued until after at least (5) five days written notice shall have been given to the Customer by the utility; provided, however, for fraudulent, careless, negligent, or unlawful use of the commodity or service, or where a dangerous condition is found to exist on the Customer's premises, service may be discontinued without advance notice. This notice shall include a date on or after discontinuance may occur. Such notice may be given by the utility by mailing by U.S. Mail, postage prepaid, to the known address of the Customer. Notice of delinquencies shall be considered to be given to the Customer when a copy of such notice is left with such Customer, left at the premises where service is provided, or posted in the U.S. Mail, addressed to the Customer at his last known address. A Customer shall have the privilege of paying any delinquent account at any time prior to the actual disconnection or turning off of service.
2. A discontinuance notice provided to a Customer shall include: a) the name and address of the Customer, the service address if different than the Customer’s address; b) a statement of the reason for the proposed Discontinuance of Service and the cost for



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reconnection; c) how the Customer may avoid the discontinuance; d) the possibility of a payment agreement if the claim is for a charge not in dispute and the Customer is unable to pay the charge in full at one time; and e) a telephone number the Customer may call from the service location without incurring toll charges and the address and any available electronic contact information of the utility prominently displayed where the Customer may make an inquiry.

3. Company shall not discontinue service for non-payment of bills to a residential Customer on any Saturday or Sunday or any holiday observed by the Company unless Company is open to accept payment (including, but not limited to, a money order) and restore service on those days.
4. Company shall reconnect service in a prompt and efficient manner on the first business day after the balance due has been received by the utility, except under extreme circumstances where ongoing restoration efforts prevent reconnection from occurring within that time period.

**D. Change in Location of Service or Premises Served**

1. When at a Customer's request, the utility changes the location or premises at which service is rendered, the service at the new and old locations or premises and the account therefore shall, for the purposes of these rules, be deemed one service and one account and the change of the location or premises to which service is rendered shall not be deemed to affect the rights of the utility with regard to the application of deposit or Discontinuance of Service for non-payment of the account.

**E. Other**

1. Discontinuance of Service to a Unit for any reason shall not prevent the Company from pursuing any or all lawful remedies by action at law or otherwise for the collection of monies due from the Customer, which remedies shall be cumulative.
2. In case the Company discontinues its service for any violation of these Rules and Regulations, then any monies due the Company shall become immediately due and payable.
3. The Company has the right to refuse or to discontinue service to any Unit to protect itself against fraud or abuse.
4. The Company shall deal with Customers, handle Customer accounts, and manage Discontinuance of Service procedures in accordance with the Commission's Rules and Regulations.



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5. Applicable Reconnection and Disconnection Service charges are specified in the Schedule of Service Charges.
6. Where service has been discontinued for violation of any rule contained herein, the Company shall not be required to restore service until all unpaid accounts due from the Customer to the Company have been paid in full plus a re-connection charge as shown in the Company's current tariffs.
7. When a service is discontinued for any other cause, it will not be restored until the cause of the suspension has been removed or remedied.
8. The Company shall not be liable for damage occasioned by suspension of service when such suspension is affected in accordance with these provisions.

9. INTERRUPTION OF SERVICE

- A. All water furnished by the Company for human consumption or for domestic uses shall be pure, wholesome, potable, not dangerous to health and insofar as practicable, free from objectionable odor and taste. All water furnished by the Company for human consumption or household purposes shall comply with all requirements of the Mississippi State Board of Health.
- B. The Company shall have the right to suspend service temporarily to make necessary repairs or improvements to its system and shall notify the customers affected as soon as circumstances permit and shall prosecute the work with due diligence and with the least possible inconvenience to its customers. It is expressly stipulated by the Company that no claims shall be made against it and that no person shall be entitled to any damages nor to have any portion of payment refunded by reason of such shut off or the breaking of any pipe or service pipe or by reason of any other interruption of the supply of water caused by the breaking of machinery or for causes beyond its control. Company shall supply Customer a steady and reliable supply of water but does not warrant or guarantee the service against irregularities or interruptions. Company shall not be liable to Customer, whether under contract or otherwise, for any damages or loss, direct or consequential, by reason of the failure of the Company to supply, or the Customer to receive water, or for any interruption or abnormalities in the supply of water to Customer where such failure, interruption, reduction, abnormalities, or other irregularity, directly or indirectly, (i) is due to the negligence of Company, or its employees or contractors, and does not constitute gross negligence of or a willful default by Company or (ii) is the result, in whole or in part, of injunction, fire, strike, lockouts and other industrial or labor disturbances, riot, explosion, storm, hurricane, wind, lightning, flood, accident, breakdown, material shortage, delay in delivery, power interruption, governmental or regulatory action or inaction (including but not limited to action sought or supported by Company), acts of God, acts of any public enemy, civil disturbance, epidemics and pandemics, sabotage, delay or



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failure of performance by a third party, war, national emergency, voluntary cooperation by the Company in any method of operation with, or in any program recommended or requested by civil or military authorities, or as a result of other acts or conditions, whether of the same or different type, which are beyond the reasonable control of the Company.

- C. The Company shall exercise reasonable diligence to furnish a continuous and adequate supply of water to its customers and to avoid any shortage or interruption of delivery thereof. It cannot, however, guarantee complete freedom from interruption. The Company shall have the right to reserve a sufficient supply of water at all times in its reservoirs to provide for fires or other emergencies. If compliance with orders or formal requests of any governmental agency, curtailing or diverting Company’s available water resources, makes it impossible for Company to supply the full water requirements of or part of its Customers, Company shall not be liable for any injury or loss caused by the resultant curtailment, in whole or in part, of its supply or water to any Customer. During times of threatened or actual water shortage, the Company shall apportion its available water supply among its customers as directed by the city or Commission. In the absence of direction from the city or Commission, it shall apportion the supply in the manner that appears most equitable under the circumstances then prevailing with due regard to public health and safety.
- D. The Company does not guarantee any specific pressure for its service, the pressure will be that which will naturally result from the pressure maintained at the source of supply, the size of the Mains, the Customer's piping, and the elevation of the Customer's property. The Company shall make every effort to maintain a pressure on its distribution systems which shall not at any time fall below the minimum of 35 PSI or rise above the maximum pressure of 125 PSI at the Customer’s service connection. However, on rural lines where fire protection is not furnished, the minimum pressure may be as low as 25 PSI.
- E. Water will be temporarily turned off at any premises upon the written request of the Customer; water service being turned off at the request of the Customer will not in any way affect the existing application.
- F. No persons, or person, other than those authorized by the Company, shall turn the water on or off at any corporation stop or Curb Stop, or move the Meter. In event the Company is unable to secure and / or maintain adequate right of way (including franchise, licenses and certificates) upon terms satisfactory to Company, Company’s obligation to render service shall cease. Without reimbursement Customer shall furnish right of way on premises owned or controlled by Customer for Company’s facilities necessary or incidental to service the Customer and shall maintain the Company in the use and occupancy thereof.
- G. As reflected in Section 8(A)(ix), the Company may disconnect water service for non-payment of a sewer bill if a Commission-approved disconnection agreement exists between the water and wastewater Company.



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10. BILLINGS AND PAYMENTS

- A. Upon the authority of the Mississippi Public Service Commission, the Company shall read Meters and render regular bills on a monthly, bi-monthly, or quarterly basis. Bills shall show the Meter reading and date at the end of the period covered by the bill, the quantity consumed, the gross and / or net amount of the bill, the dates of the bill or of delinquency, and if practicable, the designation of the applicable rate schedule and other essential facts upon which the bill is based. Company is authorized to calculate and render customer bills pursuant to the monthly flat rates in the Company’s Commission-approved rate schedules in the event a meter has not yet been installed or the existing meter is damaged unreadable, or inaccessible.
- B. The charges for water service shall be at the rates specified in the Schedule of Rates in these Rules and Regulations. Other applicable service charges are set forth in the Schedule of Service Charges in these Rules and Regulations.
- C. Each Customer is responsible for furnishing the Company a correct mailing and/or email address for billing purposes. Failure to receive bills will not be considered an excuse for non-payment nor reason to permit an extension of the date when the account would be considered delinquent. Bills and notices relating to the Company or its business will be mailed or delivered to the mailing address entered in the Customer’s application unless the Company is notified in writing by the Customer of a change of address. To the extent that the Company did not require an application for service, then all bills and notices shall be mailed or delivered to the service address.
- D. Neither the Company nor the Customer will be bound by bills rendered under mistake of fact as to the quantity of service rendered or as a result of clerical error. Customers will be held responsible for charges based on service provided.
- E. **Payment by check or money order may be remitted to Great River Utility Operating Company, P.O. Box 676422, Dallas, Texas 75627-6422.** Additional payment options may be available on the Company’s website at [www.centralstateswaterresources.com/great-river/](http://www.centralstateswaterresources.com/great-river/).
- F. Disputed Bills
  - 1. Residential Customers: In the event of a dispute between the Customer and the Company respecting any bill, the Company shall forthwith make such investigation as shall be required by the particular case and report the results thereof to the Customer. When the amount to be paid is in question, the Customer may make a deposit with the utility in an amount equal to the lesser of the amount of the disputed bill or five-hundred dollars (\$500.00), whereupon service shall not be discontinued pending settlement of





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the dispute. Upon settlement of the dispute by any means permitted or provided by law, the balance, if any, due the Customer shall be promptly repaid.

2. Non-Residential Customers: In the event of a dispute between the Customer and the Company respecting any bill, the Company shall forthwith make such investigation as shall be required by the particular case and report the results thereof to the Customer. When the amount to be paid is in question, the Customer may make a deposit with the Company covering no less than fifty percent (50%) of the amount of the disputed bill, whereupon service shall not be discontinued pending settlement of the dispute. Upon settlement of the dispute by any means permitted or provided by law, the balance, if any, due the Customer shall be promptly repaid.
- G. Meter Errors, Corrected and Pro-Rated Bills: Whenever a Meter in service is found, upon tests made by the Company or Commission in response to Customer complaints, to be in error in excess of three per cent (3%) or two per cent (2%) fast in case of Meter found to have been in service without a record test for a period of longer than that prescribed by the Commission for each kind of Meter as determined by the method herein prescribed by the Commission for finding the average error for each kind of Meter, a correction to the Customer shall be made as follows: a) If the date the Meter first became incorrect can be definitely ascertained, the correction shall be for the amount charged since that date over or below what the billing would have been had the Meter registered with one hundred (100) per cent accuracy. b) In all other cases, the correction shall be calculated as follows: The Customer's metered consumption for a period of three (3) months, next preceding the date of the test or the date the Meter was removed for the purpose of test, shall be reduced or increased by the application of the percentage of error related to one hundred (100) per cent accuracy as determined by the test. The rates effective during said period shall be applied to this adjusted consumption and the difference between the amount so obtained and the actual billing shall be refunded or charged to the Customer; provided, however, that no refund shall be allowed in any case if the seal on the Customer's Meter or Metering equipment is found to be broken or if there is any other evidence that the Meter or Metering equipment has been tampered with.
- H. Separate Metering and Billing: Separate Customer premises shall be metered and billed separately even if under common ownership, and combined Metering or billing shall not be permitted. Such premises shall be considered separate when not on the same tract or contiguous tracts of land or served from separate services, or when each is a complete Unit not physically integrated with, or essentially a part of the other or others. Tracts of land separated by public streets, roads or alleys shall be considered non-contiguous tracts. This rule does not require that existing office or apartment buildings separate the services to each office or apartment in the individual buildings.
- I. If a Customer's bill has not been paid after twenty-one (21) days from the billing date, on or after the twenty-second (22<sup>nd</sup>) day the Company will send a written notice of its intent



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to disconnect service in five (5) or more days unless payment is received. Water service will then be disconnected on or after the twenty-eighth (28<sup>th</sup>) day. A Late Payment Charge may be added to the Customer's bill. To restore service a Customer may be required to pay a reconnection fee, any amount still owed for a previous billing, and a Late Payment Charge. If a Customer fails to pay the Late Payment Charge, even if the Customer has paid the previous billing, the Company will send a written notice that service will be disconnected in ninety (90) days for non-payment.

11. LATE PAYMENT CHARGE

- A. All Customer payments received twenty-two (22) days after the date of billing may be assessed an \$8.00 late payment charge. The Company shall not levy a Late Payment Charge on any portion of a bill which represents a previous Late Payment Charge. For purposes of this section, a payment received by a utility shall be credited first to any outstanding Late Payment Charge, if any.
- B. If the last day of any period calculated hereunder is a Saturday, Sunday, or Legal Holiday, then the period in question shall extend to the next full business day.

12. FIRE HYDRANT SERVICE:

- A. In addition to furnishing domestic and commercial service, each utility furnishing fire hydrant service must be able, within a reasonable period of time after notice, to supply fire hydrant service to local fire fighting equipment and facilities. No utility shall, however, be required to install larger mains or fire hydrants or otherwise supply fire service unless proper contractual arrangements shall have been made with the utility by the municipality, agency or individual desiring such service.
- B. No person shall operate fire hydrants except Company employees, members of the Fire Department and governmental employees authorized to flush sewer and storm drains. No person shall take water from any fire hydrant for street sprinkling. Upon proper notice from the appropriate firefighting agency, the Company will install necessary fire hydrants.