

**PEARLINGTON WATER & SEWER DISTRICT**  
**REGULAR MEETING OF THE BOARD OF COMMISSIONERS**  
**FEBRUARY 15, 2023**

**AGENDA**

1. **Call to Order, Pledge of Allegiance and Moment of Silence**
  - 1A Roll Call. Commissioners Must Sign Sheet.
  - 1B Amendments to Agenda
  - 1C **MOTION** to accept agenda as presented and/or amended.
  - 1D Announcements:
    - Date of the next regularly scheduled meeting: March 15, 2023 at 3 pm
2. **Request to Speak & Guest Presentation (3 minutes each)**

NONE
3. **Old Business**

NONE
4. **New Business**
  - 4A **MOTION** to approve the February 2023 Docket of Claims. Attachment 4A
  - 4B **MOTION** to approve the January 2023 Treasurer's Report. Attachment 4B
  - 4C **MOTION** to approve the January 2023 regular meeting minutes. Attachment 4C
  - 4D **MOTION** to approve the February 1, 2023 special meeting minutes. Attachment 4D
  - 4E **MOTION** to approve the following leak adjustments:
    - #739 – \$198.35
    - #480 – \$174.54
5. **Operator's Report**
  - 5A Discussion: Updates
6. **Engineer's Report**
  - 6A Discussion: West Outfall Project Status.
  - 6B Discussion: Oak Harbor Acquisition Status.
7. **Business Report**
  - 7A Discussion: Budget vs Actual. Attachment 7A.
  - 7B Discussion: Compliance Update.
  - 7C Discussion: Updates on Board Tasks. Attachment 7C.

7D **MOTION** to approve payment for up to \$1,200 for a vacuum service to pump out customer tank that our trailer cannot reach, to remove waste from our shop tank, and to authorize a check to be signed once the actual amount is known.

7E **MOTION** to authorize an officer of the Board to sign a credit application with Delta Tire World. Attachment 7E.

8. **Attorney's Report**

8A Discussion: Updates

9. **Board Members' Reports**

9A Chairman Report

9B Other Board Member Reports

10. **Executive Session**

NONE

11. **Adjournment**

11A **MOTION** to adjourn the meeting at \_\_\_\_\_ PM.

**Pearlington Water & Sewer District**  
**Docket of Claims**  
As of February 15, 2023

4A

Date	Num	Name	Memo	Paid Amount
<b>The First - Operating Account (PREPAID OFF DOCKET)</b>				
01/20/2023	ACH	MS Dept of Revenue	Sales Tax	-55.07
01/27/2023	ACH	Employees	Net Payroll	-3,621.19
01/27/2023	ACH	MS Department of Employment Security	Unemployment	-60.36
02/10/2023	ACH	Employees	Net Payroll	-3,977.87
01/19/2023	ACH	PWSD	chargeback	-60.00
01/20/2023	ACH	RUS Rural Development	Debt Payment	-2,285.00
01/27/2023	ACH	EFTPS-940	VOID: 64-0893412 QB Tracking # 651386182	0.00
02/15/2023	ACH	EFTPS	64-0893412 QB Tracking # -1478409114	-1,999.74
02/07/2023	ACH	MS Dept of Revenue	1061-2052 QB Tracking # -1478162114	-303.00
<b>The First - Operating Account (PAYMENTS FOR APPROVAL)</b>				
02/01/2023	4880	Ditch Witch Mid South	Repairs on Vac Trailer	-5,698.69
02/15/2023	4881	O'Reilly Auto Parts	Fuel Funnel	-8.99
02/15/2023	4882	NAPA	Chevy Headlights	-28.58
02/15/2023	4883	AnSer	Base Rate January 18 to February 14, 2023	-302.29
02/15/2023	4884	Nolan Pansano	January Board Meeting	-168.00
02/15/2023	4885	Cabrina Bell	January Board meeting	-168.00
02/15/2023	4886	Rosa Jackson	January Board meeting	-168.00
02/15/2023	4887	Debra Sonnier	January Board Meeting	-168.00
02/15/2023	4888	John Pavlovich	January Board Meeting	-168.00
02/15/2023	4889	Davds's Lawn & Chainsaw	Generator oil change /repair	-30.00
02/15/2023	4890	Wise WiFi Inc	Internet Service	-35.00
02/15/2023	4891	Canon Solutions America	Copier Maintenance and usage	-31.80
02/15/2023	4892	Hancock County Utility Authority	Water Service	-2,054.30
02/15/2023	4893	Hancock County Utility Authority	Plant Fee	-3,987.23
02/15/2023	4894	RG3	Field Supplies	-212.50
02/15/2023	4895	Derek Cusick	Retainer for January 2023	-1,500.00
02/15/2023	4896	Mediacom	Billed from 2/9/23 to 3/08/23	-179.27
02/15/2023	4897	Necaise & Company, PLLC	Accounting Services	-1,610.99
02/15/2023	4898	ZB Services, LLC	January Monthly Fees	-2,700.00
02/15/2023	4899	Lowe's	Field Supplies	-369.18
02/15/2023	4900	Brown, Mitchell & Alexander, Inc	General Engineering Services	-392.50
02/15/2023	4901	C Spire	Billing Period January 5, 2023 - February 4, 2023	-134.43
02/15/2023	4902	Consolidated Pipe & Supply Co., Inc	Field Supplies	-812.00
02/15/2023	4903	U S Postal Service	6 rolls of post card stamps and 1 roll of regular stamp	-351.00
02/15/2023	4904	Card Services UMB	Phones, fuel for Vehicles	-810.06
02/15/2023	4905	Dean Chauvin	Refund from Deposit	-60.78
Total The First - Operating Account				-42,110.88
<b>The First - SLAR Reserve</b>				
Total The First - SLAR Reserve			No Activity	
<b>The First - RD Debt Service</b>				
Total The First - RD Debt Service			No Activity	
<b>The First- Emergency Operations</b>				

Pearlington Water & Sewer District  
Docket of Claims  
As of February 15, 2023

Date	Num	Name	Memo	Paid Amount
		Total The First- Emergency Operations	No Activity	
		The First - Customer Deposits		
		Total The First - Customer Deposits	No Activity	
		The First - Bond & Interest Fun		
		Total The First - Bond & Interest Fun	No Activity	

  
Signature

Date

MISSISSIPPI DEPARTMENT OF HEALTH  
BUREAU OF PUBLIC WATER SUPPLY  
DESIGN CAPACITY SHEET

System: **HANCUA-PEARLINGTON**

ID: **0230070** Class: **D** County: **HANCOCK**

Date Completed: **01/19/2023**

Connections - Actual: **1** Equivalent: **526**

Design Capacity: **2164** Percent Design Capacity: **526/2164 = 24.3%**

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Pumping Test (05-06-2020) - 1082 GPM @ 60 psi

Design Capacity = Well Capacity + (Elevated Storage / 200)

Design Capacity = 1082 + (250,000 / 200)

Design Capacity = 1082 + 1250

Design Capacity = 2332

Design Capacity is limited to twice the well capacity

Design Capacity = 1082 x 2

Design Capacity = 2164

# of connections = 526 from Pearlinton Water and Sewer District

% of Design Capacity = (# of connections / design capacity) \* 100

% of Design Capacity = (526 / 2164) \* 100

% of Design Capacity = 24.3

9A

**MISSISSIPPI STATE DEPARTMENT OF HEALTH  
DIVISION OF WATER SUPPLY  
PUBLIC WATER SUPPLY - MASTER DATA SHEET**

Name of Supply: Hancock County Utility Authority - Pearlinton Owner: County County: Hancock

PWS ID: 0230070 Class: D Date of Last Inspection: 01-18-2023 Master Meter: Yes

Actual Connections: 1 Equivalent Connections: 526 Design Capacity: 2164 % Design Capacity: 24.3

Supply: Source Purchase Surface Ground X Number of Wells: One

<u>Well ID</u>	<u>Location</u>	<u>Year Const.</u>	<u>Capacity (gpm)</u>	<u>Pressure (psi)</u>	<u>Casing (in)</u>	<u>Screen (in)</u>	<u>Depth (ft)</u>	<u>Cl2 Setting</u>	<u>P-Chem Date</u>
0230070-01	Pearlinton	2010	1000		16	10	1720	180	01-11-2018

Treatment: Iron Softening Corrosion Chlorine X Fluoride  

<u>Treatment:</u>	<u>No</u>	<u>Location</u>	<u>Type</u>	<u>Capacity (max)</u>	<u>Remarks</u>
Chlorinator	2	Well #1	Advance 200 (2 each)	100 ppd	redundant

<u>Storage:</u>	<u>Location</u>	<u>Year Built</u>	<u>Material</u>	<u>Capacity (gal)</u>	<u>Remarks</u>	<u>Inspection Date</u>
Elevated	Well 1		Steel	250,000		05-20-2020

<u>Generator:</u>	<u>Type</u>	<u>Location</u>	<u>Rating</u>	<u>Fuel</u>	<u>Routine</u>

4B



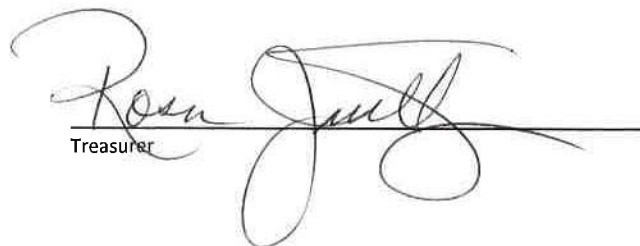
*Nolan Pansano, Chairman*  
*Rosa Jackson, Secretary/Treasurer*  
*John Pavlovich, Commissioner*

*Cabrina Bell, Vice-Chairwoman*  
*Debra Sonnier, Commissioner*  
*Derek Cusick, Attorney*

### **Treasurer's Report: December 2022**

*Approved: 2/15/2023*

	<u>Balance Beginning</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Balance Ending</u>
Petty Cash	\$ 100.00			\$ 100.00
TF Operating Account	408,857.92	36,242.32	51,060.02	394,040.22
TF Bond & Interest Fund	27,421.17	1.16	1.17	27,421.16
TF Customer Deposit Account	20,320.86	80.01		20,400.87
TF Emergency Operations Fund	138,364.70	5.87		138,370.57
TF Short Lived Asset Replacement	4,200.18	0.18	0.18	4,200.18
TF Rural Development Debt Service	29,427.25	1.25	1.25	29,427.25
TF CD x7174	102,738.57			102,738.57
CD 5258	102,440.48			102,440.48
CD 5260	102,440.48			102,440.48
TF CD x1284	105,004.18			105,004.18
TF CD x1292	105,004.18			105,004.18
TF CD x6309	103,512.88			103,512.88
<b>Totals (All Accounts)</b>	<b>\$ 1,249,832.85</b>	<b>\$ 36,330.79</b>	<b>\$ 51,062.62</b>	<b>\$ 1,235,101.02</b>

  
 Treasurer

4c

**PEARLINGTON WATER & SEWER DISTRICT  
BOARD OF COMMISSIONERS MONTHLY MEETING MINUTES  
JANUARY 2023**

The Board of Commissioners of the Pearlington Water and Sewer District met in official session on Wednesday, January 18, 2023, in the Pearlington Recovery Center.

In Attendance:

Absent:

Nolan Pansano, Chairman  
Cabrina Bell, Vice Chairman  
Rosa Jackson, Treasurer  
John Pavlovich, Commissioner (arrived late)  
Debra Sonnier, Secretary  
Derek Cusick, Attorney  
Ty Necaise, CPA  
Zoe Bowers, Operator  
Scott Burge, Engineer

Chairman Pansano called the official meeting to order at 3:00 p.m. Pledge of Allegiance was said followed by a moment of silence.

**ROLL CALL**

Attachment 1A

**APPROVAL TO THE AGENDA**

**MOTION** to accept the agenda as presented (Attachment 1C). **PASSED**

**Moved:** Bell

**Seconded:** Sonnier

**Ayes:** All

**Nays:** None

**Abstained:** None

**ANNOUNCEMENTS**

- Date of the next regular monthly meeting: February 15, 2023.

**REQUEST TO SPEAK (Guest Presentation)**

NONE

**OLD BUSINESS**

NONE



**PEARLINGTON WATER & SEWER DISTRICT  
BOARD OF COMMISSIONERS MONTHLY MEETING MINUTES  
JANUARY 2023**

**NEW BUSINESS**

**MOTION** to approve the January 2022 Docket of Claims (Attachment 4A). **PASSED.**

**Moved:** Bell

**Seconded:** Jackson

**Ayes:** All

**Nays:** None

**Abstained:** None

**MOTION** to approve the November 2022 Treasure's Report (Attachment 4B). **PASSED.**

**Moved:** Bell

**Seconded:** Jackson

**Ayes:** All

**Nays:** None

**Abstained:** None

**MOTION** to approve November 2022 Regular Meeting Minutes (Attachment 4C). **PASSED.**

**Moved:** Sonnier

**Seconded:** Bell

**Ayes:** All

**Nays:** None

**Abstained:** None

The Election of Officers was postponed until Mr. Pavlovich was present.

**OPERATOR'S REPORT**

**Discussion:** Mrs. Bowers discussed significant events such as new installations and problems with current installations. No action was taken as part of the discussion.

Let the record show that Commissioner Pavlovich entered the meeting prior to the Engineer Report.

**ENGINEER'S REPORT**

**Discussion:** No new updates on the purchase of Oak Harbor.

**Discussion:** The West Outfall Project is still pending federal approval.

**CPA'S REPORT**

**Discussion:** Budget vs actual was presented. Attachment 8A. No action was taken because of this discussion.

**PEARLINGTON WATER & SEWER DISTRICT  
BOARD OF COMMISSIONERS MONTHLY MEETING MINUTES  
JANUARY 2023**

**CPA'S REPORT (continued)**

**Discussion:** Update on compliance issues with customers. The District is still working with many customers to encourage them to get into compliance with the Ordinance. No action was taken.

**ATTORNEY'S REPORT**

**Discussion:** Mr. Cusick attended the Municipal Conference and while present had a chance to touch base with his contacts regarding Oak Harbor. They are keeping an eye out for funding opportunities.

**BOARD MEMBERS' REPORTS**

***Chairman Report***

None

***Other Board Member Reports***

None

**ELECTION OF OFFICERS**

**MOTION** to dispense with the election of officers and keep the current officers for the 2023 calendar year. **PASSED.**

**Moved:** Jackson

**Seconded:** Pavlovich

**Ayes:** All

**Nays:** None

**Abstained:** None

**EXECUTIVE SESSION**

**MOTION** to close the meeting to discuss the need to go into executive session. **PASSED.**

**Moved:** Jackson

**Seconded:** Pavlovich

**Ayes:** All

**Nays:** None

**Abstained:** None

**MOTION** to go into executive session to discuss employee evaluations and the new General Manager position. **PASSED.**

**Moved:** Jackson

**Seconded:** Sonnier

**Ayes:** All

**Nays:** None

**Abstained:** None

**PEARLINGTON WATER & SEWER DISTRICT  
BOARD OF COMMISSIONERS MONTHLY MEETING MINUTES  
JANUARY 2023**

**MOTION** to exit executive session. **PASSED.**

**Moved:** Jackson  
**Seconded:** Sonnier  
**Ayes:** All  
**Nays:** None  
**Abstained:** None

**MOTION** to exit closed session and resume the public meeting. **PASSED.**

**Moved:** Jackson  
**Seconded:** Sonnier  
**Ayes:** All  
**Nays:** None  
**Abstained:** None

ATTORNEY CUSICK ANNOUNCED THAT THE FOLLOWING OFFICIAL ACTIONS OF RECORD WERE TAKEN DURING THE EXECUTIVE SESSION.

**MOTION** to accept the evaluations and recommendations of management to give a 3% COLA (pay increase) and an additional merit increase based on the results of the evaluations, effective February 1, 2023.

**Moved:** Jackson  
**Seconded:** Pavlovich  
**Ayes:** All  
**Nays:** None  
**Abstained:** None

**MOTION** to delay the creation of the General Manager position and to rescind the offer to hire [REDACTED] as General Manager of Pearlington Water & Sewer District. **PASSED.**

**Moved:** Jackson  
**Seconded:** Pavlovich  
**Ayes:** All  
**Nays:** None  
**Abstained:** None

**PEARLINGTON WATER & SEWER DISTRICT  
BOARD OF COMMISSIONERS MONTHLY MEETING MINUTES  
JANUARY 2023**

**ADJOURNMENT**

**MOTION** to adjourn the meeting at 4:11 PM. **PASSED.**

**Moved:** Jackson

**Seconded:** Pavlovich

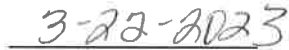
**Ayes:** All

**Nays:** None

**Abstained:** None

A handwritten signature in cursive script, reading "Debra Sonnier", is written over a horizontal line.

Debra Sonnier, Secretary

A handwritten date "3-22-2023" is written over a horizontal line.

Date

40

**PEARLINGTON WATER & SEWER DISTRICT  
BOARD OF COMMISSIONERS SPECIAL MEETING MINUTES  
FEBRUARY 2023**

The Board of Commissioners of the Pearlinton Water and Sewer District met in official session on Wednesday, February 1, 2023, via teleconference.

In Attendance:

Absent:

Nolan Pansano, Chairman  
Cabrina Bell, Vice Chairman  
Rosa Jackson, Treasurer  
John Pavlovich, Commissioner  
Debra Sonnier, Secretary  
Derek Cusick, Attorney  
Ty Necaie, CPA  
Carolyn Wilkinson, Office Supervisor

Chairman Pansano called the official meeting to order at 9:00 AM.

**NEW BUSINESS**

**Discussion:** Purpose of the meeting. The District's Vacuum trailer is out of service and needs significant repairs and the dealer will not release the trailer until payment is received in full. The repairs total \$5,698.69. The District considers this an emergency purchase and meeting because the Vacuum trailer is vital to our operations and to ensure a clean sanitary environment. Approval is needed by the Board before a check can be signed and remitted to Ditch Witch.

**MOTION** to approve payment in the amount of \$5,698.69 for the Ditch Witch repair. **PASSED.**

**Moved:** Bell

**Seconded:** Pavlovich

**Ayes:** All

**Nays:** None

**Abstained:** None

**ADJOURNMENT**

**MOTION** to adjourn the meeting at 9:12 AM. **PASSED.**

**Moved:** Jackson

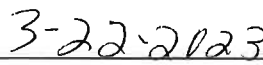
**Seconded:** Pavlovich

**Ayes:** All

**Nays:** None

**Abstained:** None

  
\_\_\_\_\_  
Debra Sonnier, Secretary

  
\_\_\_\_\_  
Date

7A

1:09 PM

02/15/23

Accrual Basis

**Pearlington Water & Sewer District**  
**Profit & Loss Budget vs. Actual**  
 October 2022 through January 2023

**GOAL: 33%**

	Oct '22 - Jan 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Operating Revenues	137,181.22	424,000.00	-286,818.78	32.4%
<b>Total Income</b>	137,181.22	424,000.00	-286,818.78	32.4%
<b>Gross Profit</b>	137,181.22	424,000.00	-286,818.78	32.4%
<b>Expense</b>				
Salary Budget Items	46,612.59	138,872.00	-92,259.41	33.6%
Utilities Budget Items	3,082.43	8,000.00	-4,917.57	38.5%
Insurance Expense	769.72	23,000.00	-22,230.28	3.3%
Office Budget Items	4,858.50	9,500.00	-4,641.50	51.1%
Repairs and Maintenance	26,647.65	60,000.00	-33,352.35	44.4%
Outside Services	0.00	14,000.00	-14,000.00	0.0%
Vehicle Expense	5,599.83	9,000.00	-3,400.17	62.2%
Water Quality Fee	0.00	2,000.00	-2,000.00	0.0%
Commissioner's Fees	2,520.00	6,300.00	-3,780.00	40.0%
Professional Fees	37,315.00	79,400.00	-42,085.00	47.0%
Water Purchase	6,517.38	20,000.00	-13,482.62	32.6%
Sewer Treatment Costs	21,354.89	62,500.00	-41,145.11	34.2%
<b>Total Expense</b>	155,277.99	432,572.00	-277,294.01	35.9%
<b>Net Ordinary Income</b>	-18,096.77	-8,572.00	-9,524.77	211.1%
<b>Other Income/Expense</b>				
Other Income	110.75	1,000.00	-889.25	11.1%
Other Expense				
Interest / Debt Service	9,140.00	28,000.00	-18,860.00	32.6%
Capital Expenditures	0.00	10,000.00	-10,000.00	0.0%
<b>Total Other Expense</b>	9,140.00	38,000.00	-28,860.00	24.1%
<b>Net Other Income</b>	-9,029.25	-37,000.00	27,970.75	24.4%
<b>Net Income</b>	<b>-27,126.02</b>	<b>-45,572.00</b>	<b>18,445.98</b>	<b>59.5%</b>

TASKS

PWSD Compliance

- [REDACTED]  
Water only. Is the camper being lived in. [REDACTED]. Hose is running out of the camper. Sending letter to request they establish a connection.
- [REDACTED]  
Occupied with no service. We gave him the install rate and he didn't agree. Sending letter to document communication.
- [REDACTED]  
Disconnected. We inspected the sewer and it is full, not connected to our system. We called customer and requested he get into compliance. Customer expects us to pump out his tank and get it operational before he pays his bill.
- [REDACTED]  
We will stub out meter, waiting on customer to install water. We called for an update. Customer says she got electrocuted and has to recover before continuing install.
- [REDACTED]  
Needs to be turned over to the code office and county prosecutor. Multiple attempts to contact with no response.
- [REDACTED]  
Courtesy phone call to request that he hooks up. He claims [REDACTED] advised him it was never brought before the Board. No action taken. I discussed attempted to discuss it with [REDACTED] while he was in the office, but he was very uncooperative and stated he does not intend to change anything.
- [REDACTED]  
Waiting on Survey. Follow-up by phone. Survey started in February 2023. Waiting on customer.
- [REDACTED]  
Sick in the hospital. No power. Does not have power. Need to call and followup.
- [REDACTED]  
He relocated our panel, can we charge him to put it back in the original place? Follow-up by phone. He was in contact with [REDACTED] We are sending a letter informing him he is being turned over to legal.

## TASKS

## PWSD Board Agenda



This is a nonprofit that will help individuals pay their utility bills. We may need policy changes.

☐ Rate Study

The Board authorized Scott to do a rate study. This is almost complete.

☐ Video and Alarm Monitoring

By request from Mrs. Rosa. Get quotes for security at the warehouse.





**Pearl River Valley Opportunity, Inc.**

Post Office Box 188 756 Hwy. 98 Bypass  
Columbia, Mississippi 39429-0188  
Telephone: 601-736-9564 Fax: 601-736-6268  
Website: [www.prvoinc.org](http://www.prvoinc.org)  
Thomas A. Morris - Executive Director



January 10, 2023

Dear Vendor:

Pearl River Valley Opportunity, Inc. would like to thank you for supporting our agency and its programs. Enclosed is a Vendor Agreement between your agency and Pearl River Valley Opportunity, Inc. Our goal is to provide programs and services that address the community's needs. We can only achieve this goal with your support.

Pearl River Valley Opportunity, Inc. has received funds from the Mississippi Department of Health and Human Services Division of Community Services through the Low-Income Household Water Assistance Program to assist eligible households with water bills.

We look forward to continuing our partnership to serve communities better. Please sign and return the enclosed Vendor Agreement in the self-addressed envelope provided. Again, thank you for your continued support of Pearl River Valley Opportunity, Inc. If you have questions about the Low-Income Household Water Assistance Program, please do not hesitate to contact Aquetis Moffett at 601-736-9564 ext. 138 or [amoffett@prvoinc.org](mailto:amoffett@prvoinc.org).

Sincerely,

Thomas A. Morris  
Executive Director

Enclosure

**Mississippi Department of Human Services  
(MDHS) Division of Community Services (DCS)**

**Vendor Agreement  
Low-Income Household Water Assistance Program**

The Low-Income Household Water Assistance Program (LIIWAP) provides assistance to eligible low-income households to pay home water and wastewater costs. Payments for assistance will be made by Pearl River Valley Opportunity, Inc. on behalf of eligible households

LIIWAP Agency

to the LIHWAP Vendor who provides the source of water/wastewater services. Checks or ACH deposit will be issued to the LIIWAP Vendor with a list of eligible households attached to it.

This vendor agreement is between:

LIIWAP Agency:  Pearl River Valley Opportunity Inc.	Address, Phone Number and Email Address:  756 Hwy 98 Bypass P.O. Box 188 Columbia, MS 39429
LIHWAP Vendor Legal Name: [REDACTED]	Address, Phone Number and Email Address:  5265 Hwy 604 Pearlington, MS 39572 pwsdistrict@gmail.com
Tax ID Number/EIN Number: [REDACTED]	

Services provided and billed by LIHWAP Vendor (Mark an "X"):

Water Fees \_\_\_\_\_ Wastewater/Sewer Fees \_\_\_\_\_ Other \_\_\_\_\_  
Stormwater Fees \_\_\_\_\_ Groundwater Fees \_\_\_\_\_

Counties served by your company: \_\_\_\_\_

By signing this agreement and accepting payments on behalf of eligible households, the LIIWAP vendor assures:

- The account number is assigned to each household eligible for water/wastewater assistance;
- That eligible households will be charged in a normal business process, the difference between the actual cost of water/wastewater services and the amount of payment made through this program;
- That eligible households will not be treated adversely or differently because of such assistance;
- That there will be no discrimination either in the cost of goods supplied or services provided, against the households on whose behalf payments are made;
- That the amount paid by LIIWAP agency will be credited to individual eligible household account indicated on the listing that accompanies the check or ACH deposit;
- Provide water/wastewater services to each eligible and approved residential household for which payment is provided under LIIWAP;
- Restore water services upon payment for households that have been disconnected;
- After receiving LIIWAP payment for restoration of water services, maintain services for at least 60 days;

- To not refuse service or otherwise discriminate in the marketing and provision of service to any household because of race, religion, color, national origin, gender, familial status, source of income, level of income, disability, financial status or qualification for low-income services;
- To not take any adverse action on a household account when an application for assistance is pending, until such time that eligibility for services is determined;
- To not interrupt services if a pledge was sent to LIHWAP Vendor and the LIHWAP agency is meeting the obligations under this agreement;
- That it will cooperate with DCS by providing requested information to DCS regarding annual water/wastewater usage and cost for LIHWAP households, if applicable;
- To provide at no cost to the LIHWAP Agency, household, or MDHS-DCS, written information on a household's home water/wastewater costs, bill payment history or arrearage history for no more than the previous 12 monthly billing periods; and
- To report any instance of fraud, waste, and abuse concerning customer (household), LIHWAP agency, employee, or LIHWAP vendor, please contact the MDHS Division of Program Integrity at 1-800-299-6905. The report may result in an investigation being conducted and/or permanent disqualification from participating in the LIHWAP.

The LIHWAP vendor agrees to handle payments in the following manner:

- Payments must be applied **ONLY to residential water/wastewater accounts** of the individuals listed, except if: (a) the account is in the name of the spouse who lives at the same address; (b) the account is in the name of a deceased spouse; or (c) verification is obtained from vendor or landlord stating that applicant is responsible for affected utility bill;
- Payments must not be applied to account balances that have previously been written off or paid with other funds;
- Provide written reconciliation and confirmation on a regular basis to LIHWAP agency that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable;
- Payments must **not** be applied to business accounts;
- Payment must be applied **only** for home water/wastewater services. The following payments are prohibited: repairs, garbage collections, fraudulent services, meter tampering and returned check fees;
- If a credit balance results from the payment to a household's account, the credit balance must be refunded to the LIHWAP agency within 60 days. **CASH REFUNDS TO THE HOUSEHOLD OR LIHWAP AGENCY ARE STRICTLY PROHIBITED;**
- Should a credit balance result on an account in which the account holder dies (and there are no other adults in household), or moves out of the LIHWAP Vendor's service area, any amount exceeding the balance owed the LIHWAP Vendor must be refunded to the LIHWAP Agency within 60 days;
- Refund any interest resulting from unused LIHWAP payment made on behalf of the household;
- All household accounts should be credited immediately, but no later than ten (10) days after receipt of check from LIHWAP agency. It is important that all branch offices of LIHWAP vendor are contacted to ensure that household accounts are credited in a timely manner;
- The LIHWAP Vendor agrees to provide at least one contact person and phone number to the LIHWAP Agency who will ensure that all accounts are credited and answer questions concerning water/wastewater disconnections and payments;
- Refunds must be identified with the year credit occurred, name, address, and account number of the recipient;
- Reconnection fees shall be waived, unless prohibited by city ordinance, and a listing be provided to LIHWAP agency on a monthly basis;
- Cooperate with any Federal, State, or local investigation, audit, or program review. The LIHWAP vendor will allow LIHWAP Agency representatives access to all books and records

relating to LIHWAP households for the purpose of compliance verification with this Agreement;  
and;

- Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

By signing this agreement and pledging payments of eligible households, the LIHWAP agency assures:

- To not provide pledges on behalf of households without having adequate funds to pay such pledge;
- Pledges will be made **only** on approved applications in the MDIIS Virtual ROMA system;
- Payment will occur within twenty (20) business days after application has been approved; and
- Provide LIHWAP Vendor with a list of names, telephone numbers and email addresses of LIHWAP Agency staff designated to approve pledges on behalf of the agency.

The parties acknowledge that this Agreement and the services provided by the LIHWAP Vendor and the LIHWAP Agency are governed by and subject to the federal and state laws and regulations in accordance with the Low-Income Household Water Assistance Program supplemental terms and conditions.

The Mississippi Department of Human Services may terminate this agreement by written notice for failure of either party to comply with the provisions stated herein or when it is deemed to be in the best interest of the State, household, or to comply with applicable laws and regulations.



Signature of LIHWAP Agency Officer

Signature of LIHWAP Vendor Officer

Thomas Morris, Executive Director  
Printed Name & Title

Printed Name & Title

January 10, 2023

Date

Date

7E

# GB Auto Service, Inc.

## Credit Application and Agreement

### Part A: Business Information

Company Name: <u>Pearlington Water &amp; Sewer</u>		DBA:	
EIN:	# of Employees: <u>4</u>	# of Vehicles: <u>2</u>	
Owner Name or Parent Company:			
Street Address: <u>5265 Hwy 604</u>			
City: <u>Pearlington</u>	State: <u>MS</u>	ZIP: <u>39572</u>	
Billing Address: [REDACTED]			
City: <u>Pearlington</u>	State: <u>MS</u>	ZIP: <u>39572</u>	
Phone: <u>228-533-0037</u>	Fax:	E-mail: <u>pwsdistrict@gmail.com</u>	
Date business commenced: [REDACTED]		Type of Business: [REDACTED]	
Sole proprietorship:	Partnership:	Corporation:	Other: <u>Government</u>
President/Owner [REDACTED]	Phone:	E-Mail:	
Manager [REDACTED]	Phone: <u>228-533-0037</u>	E-Mail:	
Accounts Payable Contact	Phone:	E-Mail:	

### Part B: References

Company name:			
Address:			
City:	State:	ZIP:	
Phone:	Fax:	E-mail:	
Type of account:			

Company name:			
Address:			
City:	State:	ZIP:	
Phone:	Fax:	E-mail:	
Type of account:			

Company name:			
Address:			
City:	State:	ZIP:	
Phone:	Fax:	E-mail:	
Type of account:			

# GB Auto Service, Inc.

## Credit Application and Agreement

### Part C: Notes / Invoice Requirements (PO requirements, etc)

Board Meeting 3 <sup>rd</sup> Wednesday of every month Check are cut after Board Meeting.

### Part D: Agreement

Customer requests that GB Auto Service, Inc. and/or its subsidiaries furnish automotive service for its vehicle(s) in agreement with the following terms: All payment for services rendered will be due by the 10<sup>th</sup> of the month following the month of service. Account statements will be delivered the first week of each month. The statement period runs from the 1<sup>st</sup> through the last day of the month. Any claims against invoicing must be submitted in writing within 10 days to store manager. If full invoice amount is not paid within terms, a late charge of 10% per month of the unpaid balance will be paid by customer, plus any expenses incurred by GB Auto Service, Inc. including collection fees, attorney costs, and court costs. Any inconsistencies between this agreement and other agreements between the parties will be governed by this agreement. Customer authorizes GB Auto Service, Inc. and its creditors and representatives to investigate their credit histories. In consideration of SELLER extending credit to BUYER: I/we hereby personally guarantee any and all amounts owed to SELLER. I/we further agree that upon demand, I/we shall personally pay any and all amounts owing to the SELLER without the need for SELLER to first exhaust any and all legal remedies against BUYER. If in the event this account is turned over to an attorney and/or collection agency, the undersigned personally guarantee to pay reasonable attorney and/or collection fees to the SELLER. The amount of such fees shall be determined by the customary and standard charge for such services in the community. **NOTICE OF LIEN AND REPOSSESSION: LOCAL LAW GRANTS SELLER A LIEN ON BUYER'S VEHICLE ENTITLING SELLER TO RETAIN POSSESSION OF BUYER'S VEHICLE UNTIL BUYER PAYS, IN FULL, THE CHARGES FOR SERVICES PROVIDED UNDER THIS CONTRACT. BUYER'S VEHICLE MAY BE SUBJECT TO REPOSSESSION UNDER [CAL. CIVIL CODE § 3070; N.R.S. § 108.270; 42 O.S.A. §§ 91 OR 91A; TEX. PROPERTY CODE § 70.001] BY SELLER OR SELLER'S AGENT(S) IN THE EVENT BUYER'S PAYMENT IS DISHONORED, IS NOT PAID WHEN PRESENTED, OR BUYER OTHERWISE FRAUDULENTLY INDUCES SELLER TO RELEASE BUYER'S VEHICLE FROM ITS POSSESSION.**

Agreed to by Partner, Officer, or Owner:

Title:	Print:
Date:	Signature: