

Hagewood Water System, Inc.

PO Box 793
Natchitoches, La 71458-0793
318-357-1520

Billing Information:

- Bills are mailed between the 25th and 28th of the month.
- Minimum charge for the first 2000 gallons is **\$37.00 plus the safe water fee currently \$1.00** and \$8.00 per 1000 gallons hereafter.
- Hagewood Water System, Inc. does not take responsibility for postal service and/or lost bills. If you do not receive your bill by the 5th of the month, call for your balance.
- Bills are due before close of business on the 10th of the month
- Late fees are added the 11th. Late fee = 10% of current water charges.

Delinquent fee charges – Payments are due before 8am on the 20th. If the 20th falls on the weekend, accounts are considered delinquent @ 8 am Monday morning; delinquent fees will be applied to all accounts in which payment was not received before 8 am Monday.

- Delinquent fee is \$35 for first occurrence and will increase by \$5 each occurrence, to a maximum of \$75. If customer is not delinquent for 12 consecutive months, the delinquent fee will start over at \$35.00 on the next occurrence. All fees are due prior to re-establishment of service or good standing.
- In the event of water services being cut off for failure to pay, there will be a \$75.00 reconnect fee to resume services.

Any questions about your account or the water System, please feel free to call 318-357-9403 and leave a voicemail.

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Acknowledgement of Receipt of Rules and Regulations

I, _____, acknowledge that I have received the rules and
(print name)
regulations and that the first page summary was gone over with me at the time of receiving said
rules and regulations.

(signature)

(date)

HAGEWOOD WATER SYSTEM, INC.
(System)
RULES AND REGULATIONS

I. Classification of Service:

Residential: This category applies strictly to a single-family dwelling or to each residential unit in a duplex, or multiple dwelling building or any establishment with $\frac{3}{4}$ " tap, or each mobile home.

Commercial: This category applies to all services not classified as residential and/or above a $\frac{3}{4}$ " tap.

II. Application for Service:

(a) The water user will make application for service, in person, at the office of the System and at the same time pay the cash fees/deposits required.

(b) Renter/Movable Property Policy:

1. A deposit of \$150.00 plus a \$25.00 connect fee shall be collected from any person known to inhabit a rental dwelling requesting water from the System, before water service is connected.

2. This deposit is refundable less any amount the renter may owe the System at the time of vacating premises.

3. Any bills owed by a potential renter on any other account(s) must be paid before obtaining service.

4. The bill will be sent to the mailing address of the renter and in the renter's name.

5. If owner of the property allows the renter to move into dwelling without notifying the System, or if the owner chooses to leave the billing in their name with no deposit being collected from the renter for whatever reason, then the owner shall be solely responsible to the System for payment of all bills incurred by the renter.

6. If a renter moves and leaves an unpaid water bill, then the meter will be locked until the bill is paid in full. This means that the property owner of a rental unit will not have water at that unit until the unpaid bill of the previous tenant is paid in full.

(c) The System may reject any application for service not available under a standard rate, or which may affect the supply of service to other customers, or for other good and sufficient reason.

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- (d) The System may reject any application for service when the applicant is delinquent in payments of bills incurred for service previously supplied at any location.
- (e) For violation of any of the provisions of these rules relating to application for service, the System may at the expiration of seven (7) days after mailing a written notice to the last known address of the water user, discontinue service. Where service thereafter is reconnected, the water user shall first pay the System a reconnect fee of \$35.00.

III. Membership Certificate:

- (a) Each water user shall be required to enter into a Water Users Agreement, which has been approved by the System, and each water user shall be required to pay a **\$50.00** membership fee per meter in advance before water service can be installed to serve the water user. By signing the Water Users Agreement, the user agrees to abide by the current rules and regulations of the System.
- (b) Each Water Users Agreement is issued subject to the approval of the System.
- (c) A separate Water Users Agreement is required for each meter installed.

IV. Initial or Minimum Charge:

- (a) The initial or minimum charge of **\$1250.00** shall be made for each residential size meter installed, regardless of location. Installation fees for commercial meters will vary according to size. The price will be determined at the time of the request, due to the instability of cost to System. Larger R.V. parks must purchase a commercial size meter with the owner responsible for billing the renters. Small R.V. parks, with lower usage may use a residential size meter with the owner responsible for billing the renters. Mobile home parks must install individual meters for each trailer. Entities classified as a motel/hotel type establishment, must purchase a commercial meter with the owner responsible for billing the units. Connections to meters are the responsibility of the applicant. Each meter requires a separate meter-reading sheet and each meter-reading sheet shall cover a separate and individual account.

V. System Responsibility and Liability:

- (a) The System will install, maintain and operate a main distribution pipe line or lines to the property line of each water user of the System, at which points, designated as delivery points, meters to be purchased, installed, owned and maintained by the System shall be placed. The System will also purchase and install a cut-off valve at each delivery point. Such cut-off valve will be owned and maintained by the System and will be installed on some portion of the line owned by the System. The System shall have the sole and exclusive right to use such cut-off valve to turn it on and off.

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- (b) Each water user shall be entitled to purchase from the System, pursuant to such agreements as may from time to time be provided and required by the System, such water for domestic, livestock, garden industrial, and commercial purposes as a water user may desire, subject however, to the provisions of these Rules and Regulations. Each water user shall be entitled to have delivered to him through a single basic service line only such water as may be necessary to supply the needs of the persons residing within a single farmstead or dwelling and of the livestock owned by such persons and to irrigate a garden.
- (c) When two or more meters are to be installed on the same premises for different water users, they shall be closely grouped and each clearly designated to which water user it supplies.
- (d) The System reserves the right to refuse service unless the water user's lines or piping are installed in such a manner as to prevent cross-connection or backflow. Persons found in violation of cross-connection policies will be notified on site and by mail. Failure to correct the situation will result in loss of service and authorities notified.
- (e) The System does not assume the responsibility of inspecting the water user's piping or apparatus and will not be responsible therefore.
- (f) The System shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the water user's premises, unless such damage results directly from negligence on the part of the System. The System shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the water user's premises. The System shall not be responsible for negligence of third persons, or forces beyond the control of the System resulting in any interruption of service.
- (g) No new service line or change in any existing service line may be made which will interfere with an existing line or the delivery of water therein. Each service line shall connect with the water System at the nearest available place to the place of desired use by the water user if the System water System shall be of sufficient capacity to permit the delivery of water through a service line at that place without interfering with the delivery of water through a prior service line. If the water System shall be inadequate to permit the delivery of water through a service line installed at such place without interfering with the delivery of water through a prior service line, then such service line shall be installed at such place as may be designated by the System. Each water user will be required to dig or have dug a ditch for the connection of the service line or lines from the delivery point or the property line of the member to his dwelling or other portion of his premises and will also be required to purchase and install the portion of the service line or lines from his property line to the place of use on his premises and to maintain such portion of such service line or lines which shall be owned by the water user, at his own expense, provided that the System may purchase the pipe for and install such portion of such service line or lines, the cost of which will, however, be paid by the individual water user.

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- (h) In the event the total water supply shall be insufficient to meet all of the needs of the water users, or in the event there is a shortage of water, the System will prorate the water available among the various water users on such basis as is deemed equitable by the System, and may also prescribe a schedule of hours covering the use of water and require adherence thereto, provided that if at any time the total water supply shall be insufficient to meet all of the needs of the water user for domestic, livestock, garden, industrial and commercial purposes, the System must first satisfy all of the needs of the water users for both domestic and livestock purposes before supplying water for garden, industrial or commercial purposes.

VI. Water Users Responsibility:

- (a) Piping on the water user's premises must be so arranged that the connections are conveniently located with respect to the System lines or mains.
- (b) If the water user's piping on water user's premises is so arranged that the System is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.
- (c) Where the meter is placed on premises of a water user, a suitable place shall be provided by water user for placing such meter, unobstructed and accessible at all times to the meter reader.
- (d) The water user shall furnish and maintain a private cut-off valve on the water user's side of the meter and the System is to provide a like valve on the System side of such meter.
- (e) The water user's piping and apparatus shall be installed and maintained by the water user at the water user's expense, in a safe and efficient manner and in full compliance with the sanitary regulations of the State Board of Health.
- (f) The water user shall guarantee proper protection for the System property placed on the water user's premises and shall permit access to it ONLY BY AUTHORIZED REPRESENTATIVES OF THE SYSTEM.
- (g) In the event that any loss or damage to the property of the System or any accident of injury to persons or property is caused by or results from the negligence or wrongful act of the water user, his agents or employees, the cost of the necessary repairs or replacements shall be paid by the water user to the System and any liability otherwise resulting shall be assumed by the water user.
- (h) The amount of such loss or damage or the cost of repairs shall be added to the water user's bill and if not paid, the System may discontinue service.
- (i) Water furnished by the System shall be used for domestic or commercial consumption by the water user, members of his household, and employees only. The water user shall not sell water to any other person or permit any other person to use

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said water. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

VII. Extensions to Mains and Services:

- (a) The System will supply service for temporary purposes provided that the System has water available in excess of the System's regular needs, and provided the System has available material and equipment necessary to supply said service. Each applicant for such service must pay the System in advance the estimate of the cost of labor and materials, less salvage value on removal, for installing and cost of removing such service.
- (b) The System will construct extensions to its water lines to points within its certified area, but the System shall not be required to make such installations unless it is first determined that it is economically feasible to serve that area.

VIII. Access to Premises:

- (a) Duly authorized agents of the System shall have access, at all reasonable hours, to the premises of the water users for the purpose of installing or removing System property, injecting piping, reading or testing meters, water sampling, or for any other purpose in connection with the System's service and facilities.
- (b) Each water user shall grant or convey or shall cause to be granted or conveyed, to the System, a permanent servitude and right-of-way across any property owned or controlled by the water user wherever said permanent easement and right-of-way is necessary for the System's water facilities and lines, so as to be able to furnish service to the water user.

IX. Change of Occupancy:

- (a) Not less than three days notice must be given in person, or in writing, at the System office, to discontinue service or to change occupancy.
- (b) The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is the longest.

X. Meter Reading-Billing-Collecting:

- (a) Meters shall be read and bills rendered monthly, but the System reserves the right to vary the dates or length of period covered, temporarily, if necessary or desirable.
- (b) Bills for water will be figured in accordance with the System rate schedule and will be based on the amount consumed for the period covered by the meter readings, except where a water user orders turn-off less than one month after turn-on, the minimum bill to such customer for such period shall be equal to the minimum charge for on full month's service.

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- (c) Charge for service commences when meter is installed and connection made, whether used or not.
- (d) Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different water users, or for the same or different services.
- (e) Failure to receive bills or notices shall not prevent such bills from becoming delinquent, nor relieve the water user from payment.
- (f) The failure to pay water charges duly imposed by the 10th of the given month shall result in the automatic imposition of a penalty of 10% of the delinquent account.

XI. Suspension of Service:

- (a) If service is disconnected, or delinquent status assessed for non-payment, service will be restored only after delinquent water bill, any late fees, and a delinquent fee is collected. A delinquent fee of **\$35.00** (increasing by \$5 each occurrence to a maximum of \$75) will be assessed to delinquent customers and payment is mandatory whether or not water service is disconnected. If a customer gets cut off, they will have to pay a **\$75.00** reconnect fee on top of the delq. charge. In addition, if a delinquent customer's meter deposit on record is not **\$150.00**, they must bring it up to **\$150.00** regardless if water is disconnected or not. The water system will have the water on by the next day, but that does not mean it will be cut back on immediately. All monies must be mailed to payment address or paid online. No money will be taken from customer's meter box or at any employee's or board member's home.
- (b) The System reserves the right to discontinue its service without notice for the following additional reasons:
 - 1. To prevent fraud or abuse.
 - 2. Water users willful disregard of the System's rules.
 - 3. Emergency repairs.
 - 4. Insufficiency of supply due to circumstances beyond the System's control.
 - 5. Legal processes.
 - 6. Direction of public authorities.
 - 7. Strike, riot, fire, flood, accident or any unavoidable cause.
 - 8. Insufficient checks.
 - 9. Tampering.
 - 10. Lack of access to premises.
- (c) The System may, in addition to **prosecution by law**, refuse service to any water user who tampers with or damages a meter or other measuring device until restitution has been made to the company for repair costs, in addition to a **\$500.00** tampering fee.

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- (d) The failure to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
1. Non-payment for ten (10) days after due. The delivery of water to the delinquent member's property shall be terminated until account payment plus reconnect fee is made.
 2. Non-payment for sixty (60) days after original due date will allow the System the option, in addition to all other rights and remedies, to purchase the member's Membership Certificate and terminate his membership.
- (e) A \$20.00 handling fee will be assessed on any check returned. After two (2) insufficient checks, cash or money order only will be accepted.

XII. Complaints – Adjustments:

- (a) If the water user believes their bill to be in error, they shall present their claim in person, at the System office before the bill becomes delinquent. Such claim if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service as heretofore provided. The water user may pay such bill under protest and said payment shall not prejudice their claim.
- (b) Meters will be tested at the request of the water user upon payment of a **\$200.00** fee, provided that if the meter is found to over-register beyond three per centum (3%) of the correct volume, no charge will be made.
- (c) If the seal of a meter is broken by other than a System representative, or if the meter fails to register correctly, or is stopped for any cause, the water user shall pay an amount estimated from the record of his previous bills and/or from other proper data.

XIII. Abridgment or Modification of Rules:

- (a) No promise, agreement or representation of any employee of the System shall be binding upon the System except as it shall have been agreed upon, in writing, signed and accepted by the acknowledged officers of the System.
- (b) No modification of rates or any of the rules and regulations shall be made by any agent of the System.

XIV. Leak Policy:

If a customer of the System has a leak that they feel has caused an excessive water bill, then the customer may request the Board of Directors (Board) to reduce their water bill.

1. The request must be made directly by the customer to the Board and the Board will discuss the request and notify customer of their decision by mail.

UPDATED 02/16/24

2. The leak must be reported and the loss confirmed by the System Operator (Leslie “Bubba” Dunn, Jr.).
3. Individual situations may differ; thus the Board will handle on a case per case basis.
4. A customer may have their bill adjusted only once regardless of the situation.
5. The percent of reduction of the amount charged will be no more than 50% but may be any percent less, as decided upon by the board.

XV. Delinquent Fee Policy:

1. Accounts are considered delinquent @ 8:00 am on the 20th day of the month; delinquent fee will be applied to all accounts in which payment has not been received by 8 am.
2. If the 20th falls on the weekend, accounts are considered delinquent @ 8 am Monday morning; delinquent fee will be applied to all accounts in which payment was not received before 8 am on Monday.
3. Any account that is paid after being considered delinquent must also pay the delinquent fee to avoid disconnection of service.
4. Delinquent fee is separate from Disconnect of service and applies to account whether service is disconnected or not.
5. Customer shall only incur delinquent fee once per bill cycle.
6. Delinquent fee is \$35 for first occurrence and will increase by \$5 each occurrence, to a maximum of \$75. If customer is not delinquent for 12 consecutive months the delinquent fee will start over at \$35 on the next occurrence.

XVI. Disconnect Policy:

1. Accounts are considered delinquent @ 8:00 am on the 20th; service to any account not paid by 8:00 am will be disconnected on the 20th.
2. If the 20th falls on the weekend, accounts are considered delinquent @ 8 am Monday morning; service to all accounts in which payment was not received before 8 am on Monday will be disconnected.
3. If the 20th falls on Friday, service will NOT be disconnected on Friday, but will be disconnected on Monday. Disconnection of service can be avoided if balance due (including delinquent fee) is paid in full before Monday morning @ 8 am.

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UPDATED 02/16/24

4. Accounts in which payment of balance due is made before 3:00 pm will be re-connected on the same day, payments made after 3 pm will be re-connected on the following business day.
5. If a water user wants to have a meter unlocked any time after 3 pm he/she must pay the water System a \$35.00 call-out fee, in cash, in addition to the delinquent fee. This fee is to be paid in addition to any other charges and/or fees owed by the customer.

XVII: Reconnect Policy:

1. In the event, a water customers services are cut off that water customer will have to pay a \$75.00 reconnect fee, along with delinquent charges and penalties, in order for services to be resumed.

XVIII. Temporary Connect Fee:

1. If any customer wishes to have a meter temporarily connected there will be a \$50 charge for said service plus water usage above the 2,000-gallon minimum usage.