

# **SANDY POINT 480 WATER SYSTEM INC.**

## **RULES AND REGULATIONS**

**REVISED BY THE BOARD OF DIRECTORS 12/05/2023**

### 1. Classification of Service:

Residential: This category applies strictly to a single-family owned dwelling.

Commercial: This category applies to all services not classified as residential.

Rental: This category applies to a single dwelling not owned by applicant.

### 2. Application for Service

(a) The water user will make application for service by mail to P.O. Box 397, Campti, LA 71411 and at the same time pay the required fees and deposit as per the Applicant Agreement attached.

(b) The Sandy Point 480 Water System, Inc. (Corporation) may reject any application for service not available under standard rate, or which may affect the supply of service to other customers, or for other good and sufficient reasons.

(c) The Corporation may reject any application for service when the applicant is delinquent in payment of bill incurred for service previously supplied at any location.

(d) If there is a bad debt against a meter, the applicant has the option to pay the bad debt or install a new meter.

(e) 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 if you are the property owner, your rental unit will not have water until the unpaid bill of the previous tenant is paid in full.

### 3. Membership Agreement

(a) Each water user shall be required to enter into an Applicant Agreement, which has been approved by the Corporation, and each water user shall be required to pay a deposit in advance before water service can be installed to serve the water user. Said deposit shall be as per the Applicant Agreement attached.

(b) A separate Applicant Agreement is required for each meter installed. Each household shall have its own meter. Service is for the sole use of the customer and does not automatically permit or allow the extension of pipes to transfer water from one party to another, not to share, resell, or sub-meter water to any other customer.

#### 4. Initial or Minimum Charge:

The initial or minimum charge, as provided in the rate schedule, will be made for each meter installed, regardless of location. Each meter requires a separate meter-reading sheet and each meter reading sheet shall cover a separate and individual account.

#### 5. Corporation Responsibility and Liability:

(a) The Corporation will install, maintain and operate a main distribution pipe line or lines to the property line of each water user of the Corporation, which points, designated as delivery points, meters to be purchased, installed, owned and maintained by the Corporation shall be placed. The Corporation will also purchase and install a cut-off valve at each delivery point, such cut-off valve to be owned and maintained by the Corporation to be installed on some portion of the line owned by the Corporation. The Corporation shall have the sole and exclusive right to use such cut-off valve to turn the water on and off. Water users are not to use this valve; it is for Corporation use only.

(b) Each water user shall be entitled to purchase from the Corporation, pursuant to such agreements as may from time to time be provided and required by the Corporation, 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 Corporation does not assume the responsibility of inspecting the water user's piping or apparatus and will not be responsible therefore.

(e) The Corporation, reserves the right to refuse service unless the water user's lines or piping are installed in such a manner as to prevent cross-connections or back flow.

(f) The Corporation 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 Corporation. The Corporation shall not be responsible for damage by, or resulting from, any defect in the piping, fixtures, or appliances on the water user's premises. The Corporation shall not be responsible for negligence of third persons, or forces beyond the control of the Corporation resulting in any interruption of services.

(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 Corporation water system at the nearest available place to the place of desired use by the water user if the Corporation water system shall be of sufficient capacity to permit the delivery of water through a service line at the place without interfering with the delivery of water through a prior service line. If the Corporation 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 Corporation. 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 or 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 expenses, provided that the Corporation may purchase the pipe for and install such portion of such service line or lines, the total cost of which will, however, be paid by the individual water user.

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

(i) The initial or minimum charge for installing meters is as per the Applicant Agreement attached.

#### 6. Water Users Responsibility:

(a) Piping on the water user's premises must be arranged so that the connections are conveniently located with respect to the Corporation lines or mains.

(b) If the water user's piping on water user's premises is arranged so that the Corporation may be called upon to provide additional meters, each place of metering will be considered as a separate and individual account.

(c) When a 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. IF the meter is behind a LOCKED gate, user MUST provide a key to the area.

(d) Each user shall furnish and maintain a private cut-off valve on the water user's side of the meter. The Corporation will provide a cut-off valve on the Corporation side of such meter. The Corporation cutoff valve is NOT to be used by the customer. To do so is considered Tampering and there is a fee for Tampering as per the Applicant Agreement attached. If the customer uses the meter cutoff valve and it should leak or malfunction, customer assumes full responsibility for loss of water and repairing/replacing the meter. \*If the operator has to be called out to turn the water off because of a water user's leak or broken pipes ALL current disconnect & reconnect fees will apply.\*

(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 accordance with the Corporation rules and regulations, and in full compliance with the sanitary regulations of the State Department of Health and Human Resources.

(f) The water user shall guarantee proper protection for the Corporation property placed on the water user's premises and shall permit access to it only by authorized representatives of the Corporation.

(g) In the event that any loss or damage to the property of the Corporation or any accident or 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 Corporation 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, service may be discontinued by the Corporation.

(I) Water furnished by the Corporation 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 said water. Disregard for this rule shall be sufficient cause for refusal of or discontinuance of service.

#### 7. Extensions to Mains and Services:

(a) The Corporation will supply service for temporary purposes provided that the Corporation has water available in excess of the Corporation's regular needs, and provided the Corporation has available material and equipment necessary to supply water for said service. Each applicant must pay in advance to the Corporation the estimate for the cost of labor and materials, less salvage value on removal, for installing and cost of removing such service.

(b) The Corporation will construct extensions to its water lines to points within its certified area, but the Corporation shall not be required to make such installations unless it is first determined that it is economically feasible to serve the user(s).

#### 8. Access to Premises:

(a) Duly authorized agents of the Corporation shall have access, at all reasonable hours, to the premises of the water users for the purpose of installing or removing Corporation property, inspecting piping, reading or testing meters or for any other purpose in connection with the Corporation's service and facilities.

(b) Each water user shall grant or convey or shall cause to be granted or conveyed, to the Corporation, a permanent servitude and right-of-way across any property owned or controlled by the water user wherever said permanent easement of right-of-way is necessary for the Corporation's water facilities and lines, so to be able to furnish service to the water user.

#### 9. Change of Occupancy:

(a) Not less than three days' notice must be given in person, or in writing, to the Corporation, 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 longest.

#### 10. Meter Reading – Billing – Collecting:

(a) Meters will be read and bills rendered to water users monthly, but the Corporation reserves the right to vary the dates or length of period covered, temporarily of necessary, or desirable.

(b) Bills for water will be figured in accordance with the Corporation published rate

schedule and will be based on the amount consumed for the period covered by the meter readings, except where a water user orders a turn-off less than one month after turn-on, the minimum bill to such consumer for such period shall be equal to the minimum charge for one full month's service.

(c) Charge for service commences when the meter is installed and connection made, whether used or not.

(d) Reading 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 15th of the given month shall result in the automatic imposition of a penalty of ten percent of the delinquent amount.

#### 11. Suspension of Service:

(a) Accounts will become delinquent on the 20th of each month. Delinquent fees will be charged for delinquent accounts as per the Applicant Agreement attached. Any member who does not have a current deposit for a residential, or a current deposit for a renter, or a current deposit for a commercial meter will have to put up the deposit or bring the deposit up to the current deposit amount required if the account becomes delinquent regardless if the water is disconnected or not. On the 20<sup>th</sup>, the Corporation will disconnect service if the account is delinquent. In addition to the delinquent fee, the customer will have to pay a disconnect fee and a reconnect fee as per the Applicant Agreement attached. **There is no guarantee that the water will be reconnected that day if all fees/charges are paid.**

(b) The Corporation 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 Corporation's rules.
3. Emergency repairs
4. Insufficiency of supply due to circumstances beyond the Corporation's control.
5. Legal processes
6. Direction of public authorities.
7. Strike, riot, fire, flood, accident or any unavoidable cause.
8. Insufficient check
9. Tampering with meter
10. Cross connection non-compliance
11. Lack of access to meter

(c) The Corporation may, in addition to prosecution by law, refuse service to any water user who tampers with a meter or other measuring device until restitution has been made to the company for repair. The tampering fee is listed on the Applicant Agreement attached, plus repair or replacement cost.

(d) The failure to pay water charges duly imposed shall result in the automatic termination of the delivery of water to the delinquent member's property until payment is received.

## 12. Complaints – Adjustments:

(a) If the water user believes their bill to be in error, they shall present their claim, by contacting a Board Member 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 his claim.

(b) Meters will be tested at the request of the water user upon payment to the Corporation of the actual cost of the Corporation to make the test, provided, that if the meter is found to over-register beyond three per cent of the correct volume, no charge will be made. If the customer wants the system to replace the water meter, the customer agrees to pay for all applicable charges incurred in replacing the meter.

(c) If the seal of a meter is broken by other than the Corporation 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, plus a tampering fee per the Applicant Agreement attached.

## 13. Abridgment or Modification of Rules:

(a) No promise, agreement or representation of an employee of the Corporation shall be finding upon the Corporation except as it shall have been agreed upon, in writing, signed and accepted by the acknowledged officers of the Corporation.

(b) No modification of rates or any of the rules and regulations shall be made by any agent of the Corporation.

## 14. Water Theft:

(a) If water is illegally taken from an unmetered corporation device water theft fees will apply as per Applicant Agreement.

**Sandy Point 480 Water System, Inc. is an equal opportunity provider.**

**Sandy Point 480 Water System does not discriminate against any applicant because of age, color, sex, disability, national origin, race, religion or veteran status.**