

LEWISBURG-BELLEVUE WATER SYSTEM, INC.

RULES AND REGULATIONS

AMENDED AND ADOPTED BY THE BOARD OF DIRECTORS JANUARY 14, 2025.

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.

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

II. Application for Service

- (a) The Water User will make an application for service, in person, at the Corporation and at the same time make the prescribed cash deposit.
- (b) The Corporation 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 reasons.
- (c) The Corporation may reject any application for service when the applicant is delinquent in payments of bills incurred for service previously supplied at any location.
- (d) For violation of the provisions of these rules relating to application for service, the Corporation may at the expiration of seven (7) days after mailing a written notice to the last know address of Water User discontinue service. Where service thereafter is re-connected, the Water User shall first pay the Corporation a re-connection fee of ONE HUNDRED (\$100.00) Dollars.

III. Membership Certificate

- (a) Each Water User shall be required to enter into a Water Users Agreement, which has been approved by the Corporation, and each Water User shall be required to pay FIFTY (\$50.00) DOLLARS FIFTY (\$50.00) cash in advance deposit for membership before water service can be installed to serve the Water User. Non-member Water Users are required to pay DOLLARS TWO HUNDRED (\$200.00) cash in advance deposit before a water service can be installed to serve the Water User.
- (b) Each Water Users Agreement is issued subject to the approval of the Corporation.
- (c) A separate Water Users Agreement is required for each additional meter installed along with an appropriate meter deposit paid in advance before water service can be installed to serve the Water User.

IV. Initial or Minimum Charge

- (a) The initial or minimum charge, as provided in the rate schedule, shall be made for each meter installed, regardless of location. Each meter requires a separate meter reading sheet line entry and shall be identified by a separate and individual account number.

V. Corporation Responsibility and Liability

- (a) The Corporation will install, maintain and operate a main distribution pipeline or lines to the property line of each Water User of the Corporation, at which points, designated as delivery points, meters are to be installed. The Water User will be responsible for the purchase cost, installation cost and maintenance of the water meter as identified by the Corporation specifications. Only contractors certified by the Louisiana Department of Health and Hospitals to work on water distribution systems, possessing the required insurance liability of certification and approved by the Corporation will be allowed to install and maintain distribution lines and metering equipment. All equipment and installations must be inspected and accepted by the Corporation prior to connection to the distribution system. 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. The Corporation shall have the sole and exclusive right to use such cut-off valve to turn it on and off.
- (b) Each Water User shall be entitled to purchase from the Corporation, pursuant to such agreement 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 with 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 meter clearly designated to which Water user it supplies.
- (d) The Corporation does not assume the responsibility of inspecting the Water User's piping, metering equipment 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-connection or backflow.
- (f) The Corporation shall not be liable for damage of any kind what-so ever 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 any damage done by or resulting from any defect in 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 service. Claims by the Water User for laundry damage due to staining will be considered by the Corporation for compensation only if the damage resulted directly from negligence on the part of the Corporation. The

Corporation President will review each laundry damage claim, determine cause and amount of damage, replacement cost and approve payment of compensation only if the damage is determined due to the negligence on the part of the Corporation.

- (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 there. 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 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, 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 on 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 delivery point to the place of use on his premises and maintain such portion of such service line or lines which shall be owned by the Water User, at his own expense.
- (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 may 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 required adherence thereto, provide that if at any time the total water supply shall be insufficient to meet all of the needs of the Water Users for domestic, livestock, garden, industrial and commercial purposes, the Corporation must first satisfy all of the needs for domestic 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.

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 Corporation lines or mains.
- (b) If the Water User's piping on the Water User's premises is so arranged that the Corporation is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.
- (c) Where a meter is placed on premises of the Water user, a suitable place shall be provided by the Water User for placing such meter, unobstructed and accessible at all times to the meter reader. (Corporation)
- (d) The Water User shall furnish and maintain a private cut-off valve on the Water User's side of the meter, the Corporation to provide a like valve on the Corporation's 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 accordance with the Corporation Rules and Regulations, and in full compliance with the sanitary regulation of the State of Louisiana, Department of Health and Hospitals.
- (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 Water User must notify the Corporation immediately. 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 disconnected 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 or discontinuance of service.
- (j) Meters purchased by the customers are to be maintained and the responsibility of the customer but shall be owned & installed by the Corporation.
- (k) **Multi-Properties.** Residential locations or site shall have each of the following separately metered:
 - a) Primary Residence
 - b) Other Structures such as: barn houses, mother-in-law suites, camps, metal homes, mobile homes, campers/motorhomes, trailers, tiny homes, or any other structure which may require sperate electrical and its own sewer system.
 - c) Should a structure (besides primary residence) by required to have a separate electrical service or be placed on its own mechanical sewer system, a separate meter will be required by LBWS. LBWs also reserves the full right and authority to make any and all final determinations on metering required, regardless of permitting requirements, prior to service.
- (l) **Dottie Tickets/*811.** Louisiana State Law requires all customers and contractors to call *811 before digging/trenching any depth into the ground. It shall be the adopted policy of the Lewisburg-Bellevue Water System that all customers, contractors, and all third parties working within the Lewisburg-Bellevue Water System service area must call *811 before digging, (2) give an accurate description of the type of work, scope of work, and area of work, (3) get a confirmation number from Dottie, (4) wait the appropriate time before digging, (5) use all precautionary measures as required by law.
- (m) It shall be the policy to the Lewisburg-Bellevue Water System that any customer, contractor, or third party that will be digging/trenching into the natural soil of the LBWS right of way area, who fails or refuses to acquire a Dottie ticket prior to digging/trenching and is found by LBWS to have or been in violation shall be assessed a fee of \$500.00 on first occurrence. Each subsequent occurrence shall double the fee of the prior assessment.
- (n) It shall be the policy to the Lewisburg-Bellevue Water System that any customer, contractor, or third party that will be digging/trenching into the natural soil of the LBWS service area, who fails or refuses to acquire a Dottie ticket prior to digging/trenching and damages or causes damages to the LBWS infrastructure (lines, valves, meters, meter boxes, etc) shall be financially responsible for said damages.

- (o) The Operations Manager shall be authorized to issue an invoice for all costs including materials, labor, contractor time, or assessment fees for failure to acquire a Dottie ticket to the customer, contractor or third party. The customer, contractor, or third party shall be sent an invoice with a 5 business day payment window. Failure to remit payment will result in any remedy available to the Board of Directors in the By-Laws or Rules and Regulations.
- (p) If the damage is caused by a customer/member of the system, the member shall not be in good standing and shall be considered in debt to the corporation until paid. LBWS shall also reserve the right, in its discretion, to discontinue water services to the customer/member until paid in full for cost associated with anything addressed in these Rules & Regulations. Non-payment or refusal to pay shall subject any member, customer, contractor, or third party to all remedies available to LBWS in the By-Laws, Rules & Regulations or Louisiana State law. Members/customer who fail to pay shall be further responsible for all collection costs, including credit bureau collection fees and if suit is filed, all attorney fees, court costs, and collection costs.

VII. 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 and right-of-way is necessary for the Corporation's water facilities and lines, so as to be able to furnish service to the Water User.

VIII. Change of Occupancy

- (a) Not less than three days notice must be given in person, or in writing, at the Corporation's office to discontinue service or to change occupancy.
- (b) The outgoing party shall be responsible for all water consumed up to the time of disconnect or the time specified for disconnect, whichever period is longest.
- (c) In instances in which an account holder becomes deceased or LBWS personnel learn of an account holder becoming deceased, said service address shall be notified by mail that a new account must be established within (90) Ninety days from date of notice. Said account must be closed and placed in the new property owner's name, any heir having an interest in said property, or new business (as applicable).

IX. Meter Reading – Billing – Collecting

- (a) Meters will be read and bills rendered monthly (on tenth 10th), but the Corporation 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 Corporation's 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 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 meters 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 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 being delinquent, nor relieve the Water User from payment. LBWS shall have no responsibility to the customer for delayed or lost payments in the mail as well as LBWS shall have no responsibility to the customer for fees or other actions due to actions or inactions of the United States Mail services.
- (f) "If not paid by due date which is the 10th of each month." Failure to pay water charges duly imposed within ten days from due dates shall result in the automatic imposition of a penalty of ten percent (10%) of the delinquent amount.
- (g) Auto drafts are done between third (3rd) and ninth (9th) depending on weekends and holidays.
- (h) **Online Payments.** Online payments shall be made available to customers as follows:
1st-10th---between 8:00am to 4:15pm, 8:00am starting on the 11th through 4:15pm on the 15th. After this time customers will be required to make payment in person at the LBWS Main Office.

X. Suspension of Service

- (a) Services discontinued for non-payment of bills will be restored only after bills are paid in full and a service charge of one hundred dollars (100.00) paid for each meter reconnected. "Services disconnected shall be done on disconnect day with reconnects performed the following day in the order in which payments are received."
- (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 willfully disregard the Corporation's rules.
 - 3. Emergency repairs
 - 4. Insufficiency of supply due to circumstances beyond the Corporations control.
 - 5. Legal processes (with or without merit against LBWS)
 - 6. Direction of public authorities
 - 7. Strike, riot, fire, flood, accident or any avoidable cause
 - 8. Threats of violence or gross abuse (verbal) towards personnel.
- (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 Corporation for repair.
- (d) The Failure to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
 - 1. Non-payment for thirty (30) days after due. The delivery of water to the delinquent member's property shall be terminated.
 - 2. Operations shall have full discretion to have field employees turn on services after hours that have been paid for in full during operational hours (8am to 4:30pm), if permissible in Operations discretion. Payments

received for disconnected services after 2:00pm will not be guaranteed for reconnection on the same day. No field employee shall perform reconnects after the fall of dusk.

3. Non-payment for sixty (60) days after original due date will allow Corporation, in addition to all other rights and remedies, to purchase the Member's Membership Certificate and terminate his membership as provided for in Article V, Section 4 and 9 of the By-Laws.
4. In the case of a member-owner (property-owner) LBWS shall place a lien on said property along with costs of collections prurient of the debts.
5. Termination of services (voluntary or involuntary) as a result of any action(s) in Section XI(b) resulting in LBWS having expenditures for collection of services or attorney fees in regards to any and all costs associated with such termination and the collection thereof, shall be assessed to the Member at the discretion of the Board of Directors and become a debt owed to said Corporation.
6. **Cross Connections.** In the event that a cross connection is expected or the potential of a cross connection to occur, the service customer shall be notified by Certified mail that the location of service will be monitored.
 - A) Should a cross connection be determined to exist, in the discretion of the Operations Manager or Corporation, the party responsible for the cross connection shall be notified by Certified Mail and given 5 (Five) Calendar days from receipt to remedy the situation.
 - B) Failure of the customer to remedy the cross connection satisfactory to the Corporation shall result in immediate disconnection/discontinuance of all water services at said location/site without benefit of further notice.
 - C) Cross Connection violations shall be finable by the Corporation as an assessed fee of \$250.00 (1st occurrence), \$350.00 (2nd occurrence), and \$500.00 for each additional occurrence/violation.
 - D) In any event, or should anything in these Rules and Regulations contradict State law or in instances where state law is more in favor of the Corporation, such shall apply and be considered the standard.
 - E) Any customer having (2) Two or more NSF checks or returned bank drafts in a (12 month) period shall no longer be legible for a bank draft or to pay with a personal or business check. Said customer or business shall be able to pay online or at the office using (1) cash, (2) money order, or (3) certified check.

XI. Complaints - Adjustments

- (a) If the Water User believes his bill to be in error, he shall present his claim, in person, at the Corporation 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 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 for making the test, provided, that if the meter is found to over-register beyond three per centum of the correct volume, no testing charge will be billed to the Water User. "Service charge of fifty dollars (\$50.00) shall apply otherwise."
- (c) If the seal of a water meter is broken by other than the Corporation representatives, 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 bill and/or from other proper data. "A five hundred dollar (500.00) tampering fee per occurrence will be charged to the Water User, all meters disconnected for tampering shall pay tampering fee and all other cost accompanied by the tampering of LBWS equipment."
- (d) Adjustments to Water Users bills can only be made to correct errors in meter readings, faulty meter equipment or errors in billing calculations. Water Users are responsible for the purchase of all water volume flowing through the water meter regardless of loss of water due to theft, leaks, or broken lines beyond the delivery point

on their property. Employees, Officers and Board Members are prohibited by law to adjust Water Users bills due to theft, leaks or broken water lines on the Water User's property.

- (e) Any member of the Board of Directors receiving a complaint directly from a Water User should obtain the Water User's name, address, phone number and name of person at the Corporation office the Water User first contacted. The Board Member should then forward the complaint information to the Administrative office of the Corporation for processing and forwarding to the President for follow up action. The President will investigate the complaint and complete necessary follow up action with the Board Member and Water User.

XII. Board of Directors Election Procedures

- (a) Election of members to the Board of Directors will follow the procedure outlined in the Articles of Incorporation and By-Laws of the Corporation. No deviation from these procedures are allowed unless formally amended in the Corporation's By-Laws by the membership.
- (b) All Water Users may attend the annual meeting. Only Water Users established as Members of the Corporation and listed on the voting register may participate in the election process for the Board of Directors or in the voting process to amend the Corporation's By-Laws.
- (c) Water Users will be notified in writing in accordance with the By-Laws to the date of the annual meeting. Members in good standing desiring to participate in the election process must be listed on the voting register prior to the day of the annual meeting. Members who have not previously participated in the voting process or who are unsure of being on the voting register should call the Corporation prior to the day of the election to ensure their name is on the voting register. Legal spouses of Members in good standing may participate in the voting process in place of the Member provided the name of the spouse is listed on the Member's account and voting register. To be added to the voting register, a legal spouse must provide proof of marriage to the Corporate office ten days prior to the date of the annual meeting.
- (d) Members should arrive early to register for voting in the Board Members election. To register to vote, the member must present photo identification bearing the members name at time of registration. The registration process shall continue for a period of 1 (one) hour prior to the annual meeting. Voting shall start (1) One hour prior to the annual meeting and commence up to the time during the meeting in which the President makes the last call out for votes to be cast. Members shall be allowed to vote during the annual meeting up until last call for voting by the President. Late arriving members will be allowed to register and participate in the voting process so long as last-call for voting has not been announced by the President.
- (e) Ballots shall be counted in public view before the Membership. The Board Secretary and Treasurer shall be assigned such task along with the Board Attorney. The Board attorney (or designee approved by a majority of the Board) shall open the ballot box, remove the votes and call out the tally.
- (f) The Secretary shall keep the physical written count as votes are called out, and the Treasurer shall display those votes in the form of placing tally marks under each Candidate's name before the Membership.

- (g) If a designated Board member is up for election to whom a duty herein is assigned, they shall select an alternate board member not up for re-election to perform the task they would have normally engaged in doing.
- (h) In the case where (1) one or more candidates for election or re-election tie in vote, the Board of Directors shall be nominated to break the tie, with the declared winner being the candidate who receives the majority of the vote.
- (i) Eligibility. Employees or former employees, whether full or part-time, who are also member in good standing of the system and would normally qualify to run for a Board of Director position, shall not be able to do so for a period of (36) months after last day of employment to avoid a conflict of interest or ethic violation.
- (j) The President of the Board of Directors reserves full right and authority to apply this Rule and Regulation {(XII (i-k))} duly adopted to reject any application for a Board of Director position.
- (k) This provision shall also apply to prevent the appointment of any former employee, whether full or part-time, to fill a vacancy on the Board of Directors any sooner than (36) months after their last day of employment with LBWS.

XIII. Abridgment or Modification of Rules


- (a) No promise, agreement or representation of any employee of the Corporation shall be binding upon the Corporation except as it shall have been agreed upon, in writing, signed and accepted by the acknowledged Officers of the Corporation.
- (b) These Rules and Regulations shall become effective and binding on all Members, Non-Members, Corporations and Industrial customer of the Corporation (LBWS) on the date set forth and adopted.
- (c) No modification of rates or any of the Rules and Regulations shall be made by any agent of the Corporation.

ADOPTED AND AMENDED BY THE MAJORITY VOTE OF THE BOARD OF DIRECTORS AND EFFECTIVE THIS
14th DAY OF January 2025.

Amended on: 20th day of MARCH 2025 as to Section VI (L:P).



Board President



Board Secretary