

APPLICATIONS

Inspections and Codes

Description: The action required to insure the safety of customers and Henderson-Nina Water System, Inc. (HNWS)

- 2.1 Inspections:
- 2.1.1 HNWS will connect new services only after local inspection authorities have approved such facilities as conforming to local codes and ordinances. Code enforcement in the unincorporated areas of St. Martin Parish is provided by the Parish Health Unit.
- 2.1.2 If any new or existing installation is considered a hazardous condition, service may be refused or disconnected. Notice may be given to allow a reasonable time for the customer to remedy the hazardous condition if it is determined that the hazard is not immediate, or of harm to HNWS personnel if the account is active.
- 2.1.3 HNWS is not liable for defects in customer's equipment or damage caused by such defects.

APPLICATIONS

General Provisions

Description: The process required to obtain service from HNWS.

- 2.2 Application for Service
- 2.2.1 All customers should make written application to HNWS for water service. Written application by the customer or duly authorized representative should be made at least twenty-four (24) hours before the service is desired along with the payment of all charges incident to such application. This application shall constitute and agreement by the customers with HNWS to abide by the rules of HNWS in regard to its service of water services.
- 2.2.2 Service may be withheld or disconnected if prior indebtedness to HNWS for service has not been paid in full.

DEPOSITS

General Provisions

Description: The placement of a deposit is the “good faith” promise of maintaining an account(s) in a current active status and the maintenance of a satisfactory payment record with the HNWS.

3.1 Deposits:

- 3.1.1 Deposit required for rendering water service. A deposit amount of sixty dollars (\$60.00) or a suitable guarantee as security for payment for all general water service customers who use a five-eighths (5/8) by three-quarter (3/4) inch water meter is required by each applicant. A deposit amount of two (2) months billing or suitable guarantee as security for payment, is required for all water service customers using a larger size water meter.
- 3.1.2 As a suitable guarantee, the applicant for non-residential service must furnish a cash deposit of \$100.00 or the equivalent of 2 months estimated usage.
- 3.1.3 A new or additional deposit may be required, upon reasonable written notice of no less than ten (10) days, where previously waived or returned, or in order to secure payment of current bills. Provided, however, that the total amount of required deposit should not exceed two (2) months billing. Adjustments to decrease existing deposit amounts will be considered upon written request of the customer.
- 3.1.4 Upon termination of service, the deposit shall be credited to the water bill and the balance, if any, shall be returned to the customer. In the event any deposit is unclaimed for a period of twelve (12) months, after the service is discontinued, such unclaimed deposits thereon shall be forfeited to the HNWS following thirty (30) days written notice to such customer.
- 3.1.5 Existing customers requesting services at an additional location or divorced, separated or widowed customer requesting additional service will carry with them whatever credit rating already established by them or their former spouses.

SERVICE CHARGES

General Provisions

Description: The cost incurred to provide a service which is not a service received by each and every customer on a regular basis.

4.1.1 Service charges will be levied for services according to the current rate schedule adopted by HNWS in conformity with the rules and regulations of the Farmers Home Administration and the Board of HNWS and will be paid before service is rendered to the customer. Service charges will relate to the time of day service is requested, the date of application and the requested date of service, and/or the investment of time, materials and monies expended to provide the service.

Same Day Service Charge or After-Hours Delinquent Charge: A charge of twenty-five dollars (\$25.00) for the service of connecting or reconnecting an existing water service.

Returned Check Service Charge: A service charge of \$15.00 will be assessed for any check that is returned to the water system from the bank from which it is drawn.

Delinquent Account Charge: A charge of \$25.00 will be assessed any customer when a field trip to the customer's address is necessary to effect payment of a past due water bill or a returned check.

Reconnect Charge: A charge of \$50.00 will be assessed to reconnect any service which has been disconnected for non-payment or a returned check.

Emergency Service Charge: In the event a customer requests emergency service to turn off any residential water connection, a five dollar (\$5.00) shall be assessed. If such service is requested and made during other than normal working hours 8:00am – 4.00pm, Monday thru Friday, excluding holidays, the fee shall be twenty-five (\$25.00) dollars.

Miscellaneous: If a customer of party/individual requests or requires a service or information which is beyond the normal duty/function of the water system, a charge will be assessed which will consists of the actual cost of service.

Inaccessible Meter Service Charge: If a customer has a meter which is not accessible to the meter reader for the purposes of monthly reading and billing, the meter will be estimated based on past consumption. A second trip will not be made that month. If the customer does not make the meter accessible every six (6) months for the purposes of reading the meter and chooses to make an appointment at a time other than during the period that the meter readers are performing the monthly reading of the area, a charge of \$15.00 will be assessed.

METERS AND SERVICE

Meter Test Policy

Description: Meter test by request of the customer.

5.1 Meter Test

5.1.1 Upon request of a customer, HNWS shall, without charge, make a test of the accuracy of the meter in use at his/her premises, provided that the meter has not been tested by HNWS within twelve (12) months previous to such request.

5.1.2 Should any customer request a meter test more frequently than provided for in Paragraph 5.1.1, of the policy, HNWS may require a deposit to defray cost of testing, such deposit not to exceed thirty dollars (\$30.00) for each test. If the meter is found to be running fast in excess of the allowable limit the deposit shall be refunded, but if below the allowable limit, the deposit may be restrained by HNWS as a service charge for conducting the test.

5.1.3 If the customer so desires, he or his authorized representative shall have the privilege of witnessing the test. A written report giving the results of the test shall be furnished to the customer upon request.

5.1.4 At the request of the customer, the water system shall make arrangements for the meter test to be conducted by an independent meter testing facility of the customer's choosing. Such independent meter testing facilities shall, at minimum, conform to the requirements of the American Water Works Association Water Manual. The customer shall be responsible for all costs associated with a meter test by an independent meter testing facility. The water system shall provide a detailed estimate of such costs and may require payment of such costs prior to the actual meter test. If the meter is found to be running fast in excess of the limits established by these rules, such costs shall be refunded, but if below the allowable limit, the water system may retain the costs.

BILLING

General Provisions

Description: The actions required to render bills on a regular time schedule.

6.1 Billing

- 6.1.1 Bills for water service will be rendered monthly, but the rendering of bills is not an obligation on the part of HNWS and failure of the customer to receive such bill shall not release nor diminish the obligation of the customer of any obligation. Such bills for service are due and payable when rendered.
- 6.1.2 All service locations are assigned to specific cycles based on their geographic location and bills will be rendered accordingly, except in the case of final or duplicate bills.
- 6.1.3 Water bills rendered with a balance forward will be assessed a late fee of 10%.

BILLING

Adjustments

Description: Corrections or modifications to account due to over/under billing except for current diversion and time of use customers.

6.2 Billing Adjustments:

- 6.2.1 In the event of an under billing, HNWS may bill the customer for the entire period of the under billing but not to exceed twelve (12) months prior to the date the error was discovered, provided that HNWS allows the customer to pay for the unbilled consumption over the same time period as the time period during which the under billing occurred. If the amount of under billing can be accurately computed, the customer shall pay for the total amount of unbilled consumption at the applicable rate (excluding billing charge), and taxes. If the actual unbilled consumption is not available, consumption will be estimated.
- 6.2.2 In the event of an over billing HNWS shall refund to the customer or apply the over charge on the next bill for the entire period of the over charge. If commencement of the over charge cannot be established, then a reasonable estimate of the over charge shall be made and refunded to the customer or applied on the next bill.
- 6.2.3 No allowance or adjustment to any water bill will be made for leaks of any nature occurring on the customers side of the point of delivery.

COLLECTIONS

Description: The actions required to collect all water payments and related customer and water safeguards.

- 7.1 Collections
- 7.1.1 Payments must be accompanied by bill stub, account number, name and address in order to insure proper handling.
- 7.1.2 HNWS will not assume responsibility for the loss of "cash" transactions received as mail or depository items.
- 7.1.3 Only legal tender, money orders, cashiers checks, and personal checks made payable to the Henderson-Nina Water System for payments will be accepted.
- 7.1.4 Multiple checks will be accepted for a single obligation only when the customer provides "due cause" and receives authorization from the appropriate HNWS representative.
- 7.1.5 Payment in full is required to relieve the customer's total obligation to the water system and to avoid any further collection activities.
- 7.1.6 Any check received which is not honored by the bank upon which is drawn shall immediately become the customer's obligation and will be handled in accordance with the delinquent collections policy.

Delinquent Collections

Description: The actions required to collect all past due water accounts.

- 7.2 Delinquent Collections
- 7.2.1 Payments are due when the bill is rendered and becomes delinquent ten (10) days after mailing the bill to the customer. If payment has not been received by the next billing, the second bill will reflect a balance forward, and penalty along with a written notice that the entire amount forward must be paid within seven (7) days or be subject to interruption of service.
- 7.2.2 Delinquent termination may be made Monday thru Friday. No service will be terminated on the day before a holiday.
- 7.2.3 A customer service representative may postpone delinquent termination for a period not exceeding thirty (30) days for an amount not exceeding \$60.00, if a residential customer has proven financial hardship or proven medical hardship. Any further postponement of payment must be agreed to by the Board of Directors.
- 7.2.3.1 A doctors certificate must be provided to HNWS if the customer wishes special consideration because of medical hardship. The following criteria must be met to be considered for medical hardship:
 - 1) The health of a named person living in the residence will be endangered by termination of water service for the following reason:
 - a) Water supply is controlled by electricity and lack of water will create health hazard.

- 7.2.3.2 If a customer has a proven medical hardship and a termination notice is received, the customer may apply for a payment arrangement based on 50 % payment of the water bill and deferral of the remaining water bill for a period of time to be determined by the Board of Directors.
- 7.2.4 Delinquent termination will be postponed for a period not to exceed thirty (30) days if a customer is in the process of a dispute concerning a billing error, and the dispute was made within ten (10) days of bill date.
- 7.2.5 Delinquent termination will be postponed for a period of one (1) day if the predicted weather forecast is for a hard freeze.
- 7.2.6 Delinquent termination will be postponed for a period of thirty (30) days if a customer has a "Satisfactory Payment Record" status.
- 7.2.7 In order to have service restored, once terminated for delinquency; payment must be made in full including any applicable deposits, service charges, fees or penalties.
- 7.2.8 An inactive delinquent account may be referred to a collection service after reasonable efforts have been made by HNWS to collect. Any fees charges to HNWS by the collection agency will be added to the customer's bill.
- 7.2.9 If an account is terminated for delinquency and no attempt is made by the customer to correct the account status within seven (7) days from termination, the account may be formally closed.
- 7.2.10 If a check is not honored by the bank upon which it is drawn and is returned to us, the check will be charged back to the water account upon which is was originally paid. A service charge of fifteen dollars (\$15.00) shall be assessed to the customers account for each check. A notice will be mailed to the customer upon whose account the returned check was paid.
- 7.2.11 HNWS will make every effort to provide for notification of customer(s) which are subject to delinquent termination.

COMMUNICATION POLICY

Customer Information

Description: The good faith effort to provide information concerning all water rates, policies, information, services, procedures and detail customer and service location information that is available.

8.1 Information

- 8.1.1 Each customer will receive upon application of service a clear and concise explanation of the existing rate schedule applicable to such customers and each customer will receive this same information annually. This notice shall be prominently displayed in the HNWS office.
- 8.1.2 Upon application of service, the approximate meter reading date and billing cycle will be provided to the customer upon request.
- 8.1.3 Each customer will receive notification of a pending base rate schedule change within thirty (30) days after any proposal for such change has been approved by the Board of Directors.
- 8.1.4 On request of any customer, actual consumption of water for each billing period during the prior year, payment during the prior year, payment and billing history and any other related information will be made available.
- 8.1.5 Each customer will be informed of the procedure/method for obtaining information via telephone and in person including possible sources of financial aid, and all policies and service available.
- 8.1.6 Actual costs will be assessed when the supply of information requested is beyond the normal duty/function of the water system.

DISPUTE OF BILL

Description: HNWS will have set procedures to enable each customer a reasonable opportunity to dispute a possible billing error.

9.1 Billing Dispute

9.1.1 A bill shall be considered under dispute when the customer of said account, within ten (10) days of the billing date, claims the amount stated by HNWS is incorrect and further that this claim is made in writing and signed by the complainant.

9.1.2 Dispute of a possible billing error will in no way release the customer of the obligation of payment in full before the delinquent date unless postponement of the disputed amount is arranged by an authorized representative of the HNWS.

9.1.3 HNWS will notify complainant in writing of the result of the investigation. Complainant will then have thirty (30) days after this written notification to appeal the results to the Administrator of Customer Operations. This appeal must be in written form and signed by complainant.

CURRENT DIVERSION/METER TAMPERING

Description: Tampering with a meter in some fashion in order to by-pass the meter by an unauthorized person.

10.1 Current Diversion

10.1.1 It shall be unlawful for any person to meddle, tamper with, alter or change the piping system ahead of meter or line or to interfere in any way with a meter or meter connection. Should it appear that water has been stolen by altering the lines, reversing the meter or any other form of water diversion, the HNWS shall have the right to discontinue the service until the defect is correct and the service approved by the HNWS. The customer shall be charged with and billed for the stolen water on an estimated basis by reference to the previous meter consumption, consumption after replacement of the meter, or any other method in accordance with generally accepted practices, which produces a reasonable estimate. These back billings will be computed at the current rate.

10.1.2 When the HNWS finds that a meter has been tampered with a twenty-dollar (\$20.00) service fee will be charged to the customer.

ADDENDUM

- 2.1.4 Before any service is provided, a new service or a relocated meter the customer shall be required to provide a shut off valve on the customer's side of the meter installation so the customer can shut off the water at any time to make necessary repairs. In the event that a customer refuses to install a shut off valve he will not be provided service.

Not a
S/O