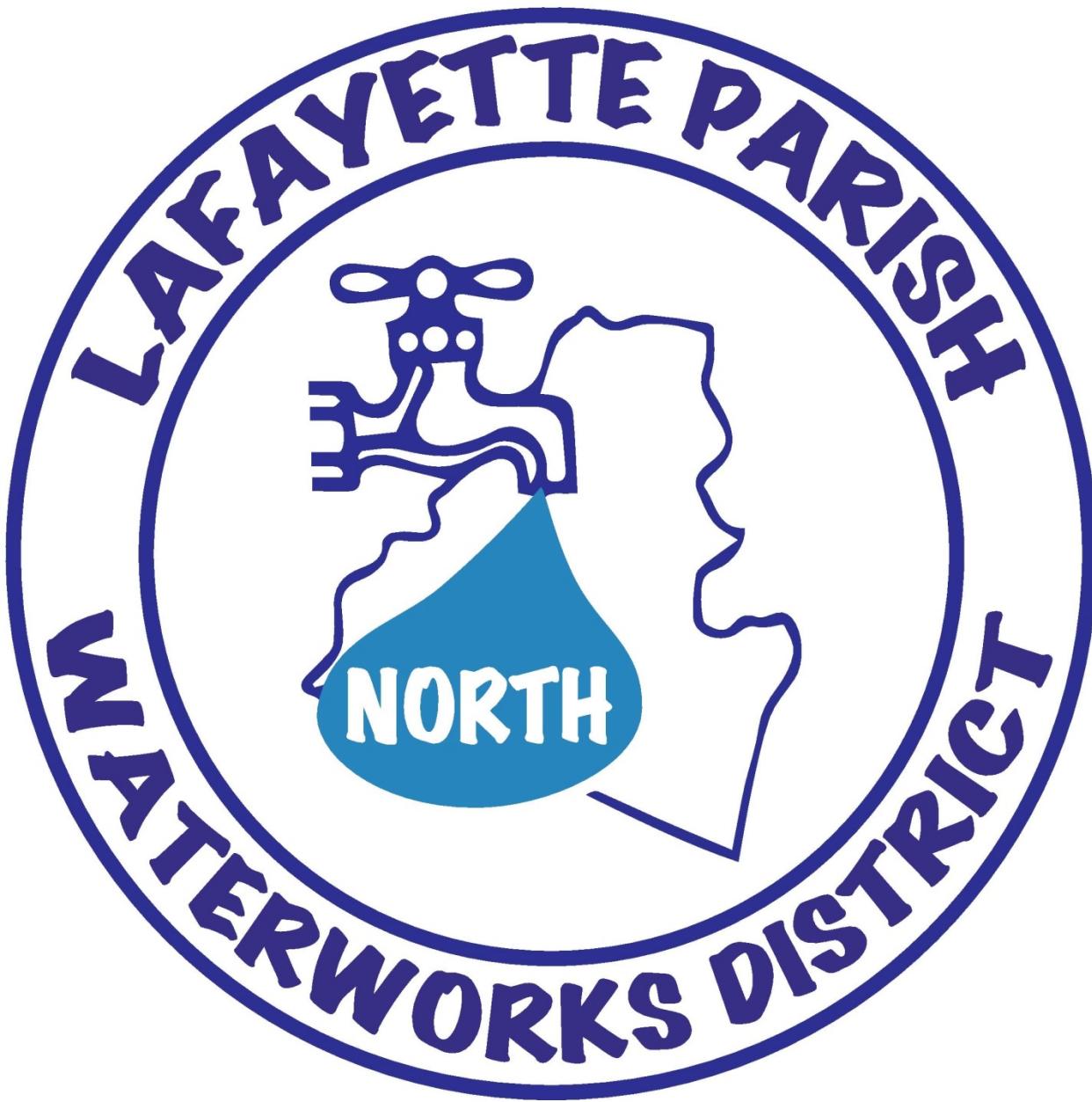


LAFAYETTE PARISH WATERWORKS DISTRICT NORTH



POLICY & PROCEDURES

GUIDELINES MANUAL

When these policies and procedures call for an action to be taken by the LPWDN and unless otherwise specifically designated as an action to be taken by the LPWDN Board of Commissioners, such action shall be the responsibility of the LPWDN Board of Commissioners or its designee (the LPWDN Engineer or the LPWDN CAO).

When necessary to carry out the general policies and procedures as established by the LPWDN Board of Commissioners contained in this document, the designee shall have the authority to prepare specific guidance for office and field personnel to help ensure compliance with these policies and procedures.

These policies and procedures are limited to the areas where the LPWDN provides operations and maintenance, billing, and/or other services to its customers. In areas where the Lafayette Utilities System provides such services under contract to the LPWDN, the LUS policies and procedures shall apply.

## **I. APPLYING FOR SERVICES**

This Chapter will discuss applying for residential and commercial services, deposits for both residential and commercial accounts as well as uncollectible accounts, bonds, and irrevocable letters of credit.

### **A. Application for Services**

Any Applicant desiring to purchase water service from the LPWDN shall make application therefore upon a printed form to be furnished for that purpose, signed by the applicant and filed in the LPWDN office, which application shall contain a description of premises where such water service is desired, together with relevant details as may be required by the LPWDN.

### **B. Identification**

Applicants must apply in the LPWDN office in Lafayette Parish, Louisiana. An application must be completed and the applicant must show proof of identification, a driver's license or pictured identification card. If driver's identification card is not available, two proofs of identification are required: Social Security card that is validated with a signature, welfare card, credit card, hospital card, etc.

### **C. Phases I, II, IV, & V:**

LPWDN will honor customer applications made along with fifty dollar (\$50.00) payments paid and on file with LPWDN prior to April 15, 2000. The \$50.00 payment previously made is only for the installation of the meter service. Customer deposits, connection fees, etc., are still required to be paid by the customer.

### **D. Mobile Home Parks:**

For mobile home parks where the park owner intends to donate the existing water system to the LPWDN and the LPWDN intends to accept such donation, owners will pay for the number of meters in the park at a charge to be determined by the LPWDN Board of Commissioners on a case-by-case basis per meter and shall execute documents prepared by LPWDN including but not limited to rights of way, indemnities, etc.

### **E. Master Meters:**

A master meter is a meter(s) that LPWDN requires when its customer purchases water for resale.

Customers requesting that the LPWDN install master meters will pay the full cost of the master meter installation. In some cases, master meter installations will consist of more than one meter installed at the point of service to the customer. LPWDN customers who have a master meter(s) will pay monthly minimum plus consumption as set forth herein and shall be required to execute agreements regarding the purchase and sale of water through the master meter. LPWDN

reserves the right to refuse, at its sole discretion, to provide a master meter(s) at any location it deems proper.

## **II. SECURITY DEPOSITS**

At the time application is made for utility service, the applicant must deposit with the LPWDN, as a security deposit, at its office, for which receipt shall be given, an amount as stated or computed below:

- A. Residential Water Service Security Deposits for Customers who Own the Property:  
\$50.00 per account**
- B. Residential Water Service Security Deposits for Renters and Commercial Customers:  
\$85.00 per account**

(Residential Water Service is defined as a single family residence where the owner resides at the residence or the account is in the name of the individual renting and living in the residence. All other accounts are considered commercial. Residents who request a second meter on their premise shall be charged LPWDN's commercial rate on the second meter.)

- C. Commercial Water Service Security Deposits for Customers who Own the Property:  
\$50.00 per account**
- D. Commercial Water Service Security Deposits for Customers who are Renter:  
\$85.00 per account**

LPWDN reserves the right to require a larger deposit than stated above based upon an estimate of predicted two months consumption.

### **E. Separate Accounts Required**

Each separate metering system will constitute a separate account. Customers shall not be allowed to "piggy-back" on an existing meter service.

### **F. Deposit Required For Customers With Prior Charges for Service**

Persons applying for water service(s) who have unpaid bills from the LPWDN are required to pay all outstanding amounts owed before his/her application for service shall be considered. Once all unpaid amounts have been paid, the applicant shall pay all applicable deposits, connection fees, etc., for the new account.

### **G. Bonds and Letters of Credit**

For commercial accounts, in lieu of any cash security deposit, the LPWDN may, at its discretion, accept a bond executed by the applicant, as principal, and a solvent surety company qualified to do business in the State of Louisiana, as surety conditioned that the principal therein shall timely and faithfully pay the LPWDN any and all sums due for water services. Also in lieu of cash security deposit or a bond, the LPWDN may accept an irrevocable letter of credit from a

banking institution located in the city. Upon expiration, said bond or letter of credit shall be renewed or a cash deposit made. Failure to do either will constitute grounds for discontinuance of water services, or other action deemed necessary by the LPWDN. In no event shall a surety bond or letter of credit executed by a personal surety be permitted to substitute for the required security deposit.

#### **H. Application of Security Deposit to Final Bill**

Upon termination of water services, the security deposit(s), together with any accrued interest application thereto, shall be applied to any remaining utility charges outstanding at the time of final customer disconnect. After application of such funds to the remaining charges, any surplus may at the discretion of the LPWDN, be applied toward the payment of any other outstanding obligation that the said customer has with the Lafayette Parish Waterworks District North. If there is a credit balance owed to the customer by the LPWDN after all outstanding bills, fees and any other customer obligations have been paid at termination of service, the LPWDN will mail a refund check to the customer at the last known mailing address. If the customer does not provide a valid address at termination of services, a \$15 per month carrying charge will be assessed against the deposit until the deposit is fully depleted. Similarly, if a customer who has a credit balance does not provide a valid address at termination of service, a \$15.00 per month carrying charge will be assessed for a period of up to two months and any remaining credit balance after that time will be forwarded to the Louisiana State Treasurer in accordance with law.

#### **I. Refund of Security Deposit**

All deposits are held until termination of service and all fees owed to the LPWDN have been paid.

Utility accounts and deposits are not transferable between individuals and that the utility deposit will only be refunded in the name of the account.

### **III. GENERAL TERMS AND CONDITIONS**

1. Meters are the property of Lafayette Parish Waterworks District North (L.P.W.D.N.) and may be turned on or off only as authorized by the L.P.W.D.N.
2. The L.P.W.D.N. has the right of access to meters whenever necessary. Failure to provide permanent and unobstructed access to meter installations may result in disconnection of service and additional charges to the customer.
3. The L.P.W.D.N. shall activate a new service within 60 days after the installation of the meter whether or not the resident has requested actual service to commence. This means that a bill will be submitted by the L.P.W.D.N. to the customer and such bill is due and payable to the L.P.W.D.N. regardless if actual service has commenced.
4. The L.P.W.D.N. shall have the right to credit and/or offset against other accounts in the name of the Customer.
5. If at any time there is failure to pay when due any charge for service or repair, the L.P.W.D.N. may discontinue service to any and all meters in the name of the Customer until all arrears and appropriate fees are paid.
6. The Applicant agrees to grant the L.P.W.D.N., its successors and assigns, a perpetual easement in, over, under and upon the property of the customer sufficient to allow LPWDN to erect, construct, install, and lay and thereafter use operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Applicant for the purpose of ingress & egress from the above described lands.
7. L.P.W.D.N. does not warrant that it provides sufficient quantities of flow or pressures with its distribution system to provide any service over-and-above that required for potable water use in accordance with local, state and federal requirements. In addition L.P.W.D.N. does not guarantee or warrant in any way that its distribution system is capable of providing sufficient flows or pressures required for fire protection.
8. LPWDN will not connect services and/or turn water on unless the customer or someone on customer's behalf is on site at the service address at the time of connection. This policy is to protect the applicant in case faucets or other water appurtenances are open.

## **IV. FEES FOR SERVICES**

This chapter will discuss the fees for services provided, the procedures for back billing and prorating services, as well as the procedures for transferring services from one location to another.

### **A Connection Fees**

At the time of initiating water service(s), a seven dollar and fifty cent (\$7.50) nonrefundable connection fee will be assessed for each account for services connected during normal working hours (i.e. 8:00 a.m. to 4:30 p.m., Monday through Friday, non-holiday).

### **B. Installment Collection of Water Meter Installation Fees**

Customers will be offered the option of paying the water meter installation fee over a period of twelve (12) months in equal installments which shall be added to the customer's monthly water bill. To qualify for this program, customers must sign a water meter installation agreement, which states that they will pay the amortized amount as prescribed by the agreement. Late fees, delinquent fees, and potential disconnection of service shall apply to customers' payment of the entire water bill, including the installment payment of water meter installation fees as described herein. In the event the customer relocates to another address then the entire outstanding balance will immediately become due. A former customer of LPWDN is not eligible to re-apply for water services unless and until the customer satisfies all outstanding obligations that he/she/it may owe LPWDN.

### **C. Back Billing For Services**

If there is evidence that the LPWDN's meter does not properly register, if the customer has been charged for services at an incorrect rate or other error on the part of the LPWDN, then the Customer account shall only be charged the monthly minimum or the customer may be charged based on any reasonable means used by the LPWDN in determining consumption for back billed accounts. Said means may include (but are not limited to) previous consumption of similar accounts, determination of connected load, etc. If the customer has any reason to dispute the amount so calculated, he may present such evidence as might help his case. (Example: Payroll stubs showing a 7 on/ 7 off schedule, proof of extended travel, proof of new additions to family, etc.)

#### **NOTE:**

In an effort to give consideration to those Customers who may find paying back billed charges in a lump sum to be hardship, the LPWDN will confer with the Customer to set up regularly scheduled monthly payments according to the special extensions guidelines. Payment amounts and length of payout will be at the discretion of the LPWDN. However, generally, the term of payment should not exceed the term of back billing.

### **D. Fraud, Theft, Tampering**

All incidences of fraud, theft, tampering, and/or the unlawful taking of water services will be back billed to recover all charges for such services for the entire period during which these circumstances prevailed and any evidence of such will be forwarded to the appropriate law enforcement agency.

Any unauthorized connection or disconnection of a meter is illegal and will result in the immediate termination of service and will be presumed to be the act or fault of the Customer.

It is a violation of Louisiana Law to cut meter locks or otherwise tamper with meters. All incidences of fraud, theft, tampering, and/or the unlawful taking of water services will be back billed to recover all charges for such service for the entire period during which these circumstances prevailed, and violators will be prosecuted.

#### **E. Payment in Coins**

LPWDN reserves the right to refuse payments made to in coins if the LPWDN determines that doing so would result in an undue burden on LPWDN and/or its customers.

## **V. BILLING AND DELINQUENT ACCOUNTS**

This chapter will discuss the procedures the Billing/Delinquent Accounts Section of Revenue Collection uses to handle delinquent accounts, extensions on accounts, and NSF checks.

Statements are mailed on or before the 1<sup>st</sup> of each month.

LPWDN accepts cash at its office, check or money orders only. Payments may be mailed, paid in the office or deposited in the drop box. LPWDN is not responsible for cash payments placed in the mail or placed in the LPWDN drop box. Payments may also be made online at [www.lpwdn.com](http://www.lpwdn.com)

**Payments are posted to accounts according to the date payment is received by L.P.W.D.N., NOT the postmark date.**

Water bills are due and payable upon receipt. All payments not received prior to the scheduled “late date” shall be considered late and a \$5.00 late fee shall be assessed to the amount due. Late charges shall be applied regardless of the amount owed

### **A. Late Charges**

“Late Date” shall be defined as the date established by the LPWDN Board of Commissioners that payment on accounts shall be considered late for the purposes of assessing late charges. Accounts shall be considered late if payment in full has not been received PRIOR to the 15<sup>th</sup> of each month. As a matter of procedure, the LPWDN office personnel shall consider an account “late” if payment in full is not in the LPWDN’s office by the start of business (8:00 a.m.) on the late date. If the “late” date falls on a weekend or LPWDN holiday then payment can be made the next business date without penalty

### **B. Delinquency**

“Delinquent Date” shall be defined as the date established by the LPWDN Board of Commissioners that payment on accounts shall be considered delinquent for the purposes of assessing delinquent charges. Accounts shall be considered delinquent if payment in full has not been received PRIOR to the 25<sup>th</sup> of each month. As a matter of procedure, the LPWDN office personnel shall consider an account “delinquent” if payment in full is not in the LPWDN’s office by the start of business (8:00 a.m.) on the delinquent date. Delinquent charges and/or disconnection shall only apply to accounts with outstanding balances greater than the minimum charge for the first 2,000 gallons of water use. If the “delinquent” date falls on a weekend or LPWDN holiday then payment can be made the next business date without penalty. If a customer’s balance is at or below the minimum monthly charge listed in Section VI for that customer type and meter size then the account is not assessed a delinquent fee and services are not disconnected.

All payments not received prior to the scheduled “delinquent date” shall be considered delinquent and a delinquent fee of \$50.00 shall be assessed to the amount due plus a late fee as described above. Generally, at the start of business on the “delinquent date”, the LPWDN shall

commence with disconnecting all services that are considered delinquent. Should the customer make payment in full prior to actual disconnection, efforts will be made in an attempt to ensure that service to that customer is not disconnected. Should the customer not make payment in full and physical disconnection is performed, the customer's service shall not be reconnected until payment of all charges are made in full. Reasonable effort will be made to reconnect customers as soon as possible once payment in full is received. In order to ensure that reconnection can be made on the same day that payment in full is made, customers should be urged to make payment before 4:00 p.m. on any normal LPWDN working day. There is no guarantee that service will be reconnected on the same day that payment is made if such payment is received after 4:00 p.m. No reconnections shall be made on weekends or scheduled LPWDN holidays.

### **C. Special Extensions**

Occasionally, a customer will request an extension of time to pay based on some unforeseen circumstance. In such a situation, for example in the case of an unusually large water bill, the following payment plan may be offered to the LPWDN's customers:

In an effort to give consideration to those customers who may have trouble paying a large (a large water bill being defined as any bill double or higher than previous month) water bill due to broken line (on the customer side of the meter), water left running or other unforeseen large water usage, the LPWDN may offer a payment plan as described below:

- (1) \$100.00 or less, customer is required to pay bill by due date. No payment plan is offered for this amount.
- (2) \$100.01 through \$499.99, pay in five (5) equal monthly installments. Customer is required to sign an affidavit stating reason of hardship, and supply supporting documentation of hardship.
- (3) \$500.00 through \$1,000.00 or higher, pay in ten (10) equal monthly installments. Customer is required to sign an affidavit stating reason of hardship, and supply supporting documentation of hardship.

#### **Special Hardship Cases:**

In an effort to give consideration to those customers who may find paying large billed charges difficult, using Payment Plan in #2 & #3, they may have their particular circumstances reviewed by the LPWDN. If the LPWDN finds a genuine hardship exists, (due to limited income, unemployment, etc...), it may approve a different payment plan for that customer.

**D. NSF and Other Check Charges**

- (1) All payments shall be made in cash or its equivalent and any exchange on checks, money orders or other evidences of cash must be paid by the customer.
- (2) Any customer's check returned by the bank for reason of insufficient funds, a closed account or similar reason shall be cause for the LPWDN to assess a charge of twenty-five dollars (\$25.00) per check against said customer's water account. Additionally, failure of the customer to pay the amount of the returned check in cash upon demand by the LPWDN, shall be cause for discontinuance of water service without further notice and same shall be considered a delinquent account.
- (3) An NSF check submitted to the LPWDN shall be considered nonpayment on the account and all late fees, delinquent fees, and potential disconnection applies.
- (4) Chronic NSF Checks - If an account reflects two (2) NSF checks returns within a twelve (12) month period, the LPWDN shall no longer accept checks as payment of that account and payment may only be made by cash, money order or certified funds. This NSF status shall remain on the account until the LPWDN can confirm that for the previous twelve (12) months, no NSF checks have been submitted to LPWDN.

**Extenuating Circumstances:**

Occasionally, there will be customer circumstances that may warrant reconsideration of the imposition of fees or other actions provided for herein. The LPWDN may review these circumstances on a case-by-case basis and may waive these fees or other actions listed in this section as may be warranted by the particular circumstances

**E. LPWDN reserves the right, in addition to all other remedies available to it, to utilize the services of a collection agency to recover sums owed to it by its customers.**

## VI. MONTHLY WATER RATES

<b>RESIDENTIAL METERS</b>			
<b>Description</b>		<b>Minimum</b>	<b>Per 1000 Gallons after minimum</b>
R1 - 3/4"	Residential 3/4"	\$24.45	\$4.65
R2 - 1"	Residential 1"	\$27.45	\$4.65
R3 - 1.5"	Residential 1.5"	\$27.45	\$4.65
R4 - 2"	Residential 2"	\$27.45	\$4.65
RF – Flat Rate	Residential Flat Rate	\$47.70 <small>(Flat rate based on 7,000 gallons per month)</small>	
*minimum includes the first 2,000 gallons of water use per month			
<b>COMMERCIAL METERS</b>			
<b>Description</b>		<b>Minimum</b>	<b>Per 1000 Gallons after minimum</b>
C1 - 3/4"	Commercial 3/4"	\$27.45	\$4.85
C2 - 1"	Commercial 1"	\$30.45	\$4.85
C3 - 1.5"	Commercial 1.5"	\$33.45	\$4.85
C4 - 2"	Commercial 2"	\$41.45	\$4.85
CF – Flat Rate	Commercial Flat Rate	\$51.70 <small>(Flat rate based on 7,000 gallons per month)</small>	
*minimum includes the first 2,000 gallons of water use per month			
<b>MASTER METERS</b>			
<b>Description</b>		<b>Minimum</b>	<b>Per 1000 Gallons after minimum</b>
M1 - 3/4"	Master Meter 3/4"	\$27.45	\$4.85
M2 - 1"	Master Meter 1"	\$30.45	\$4.85
M3 - 1.5"	Master Meter 1.5"	\$33.45	\$4.85
M4 - 2"	Master Meter 2"	\$41.45	\$4.85
*minimum includes the first 2,000 gallons of water use per month			

NOTE 1: Other fees and charges include, but not necessarily limited to:

**Meter Installation Fee** - \$750 for 3/4" meter service. (See Section IV and Note 2 below)

**Connection Fee** - \$7.50 (See Section IV)

**Refundable Deposit** - \$50.00 for homeowners, \$85.00 for renters (See Section II)

**Late Fee** - \$5.00 (See Section V)

**Delinquent Fee** - \$50.00 (See Section V)

NOTE 2: A customer requesting a meter larger than 3/4" shall pay the entire cost of all parts and installation as the Meter Installation fee.

NOTE 3: The flat rate for un-metered customers shall be as follows:

Residential customers	\$44.00 per month
Commercial customers	\$48.10 per month
(based on 7000 gallons per month)	

(This rate does not include those customers buying bulk water for resale through master meters)

NOTE 4: In some instances, a master meter customer may have two master meters, one used for consumption and the other used a backup – in this instance, the one used for consumption shall be billed the monthly minimum plus consumption and the backup will be billed only the minimum. If a customer has two master meters and both have consumption, then both master meters are billed the minimum plus consumption.

## **VII. CONFIDENTIALITY OF CUSTOMER INFORMATION**

The confidentiality of our customer information is important. Therefore, no such information will be released unless the person seeking such information provides the account holders social security number or account number. Report any suspicious inquiries to LPWDN attorney.

## **VIII. CONCLUSION**

### **A. CHANGES IN PROCEDURES AND GUIDELINES**

Any variation in procedure, guidelines, deposits, non-service charges, NSF charges, etc..., shall require the approval of the Board of Commissioners. Any change to this Manual shall require the approval of the Board of Commissioners.