



BILLING POLICIES & PROVISIONS PURSUANT TO LDWA BY-LAWS

[Updated: 05/19/2021]

I. GENERAL PROVISIONS

- A. TITLE.** These rules shall be known and may be cited as the LDWA Culinary Water Service Rules.
- B. PURPOSE.** To establish and enforce uniform culinary water service practices and procedures governing eligibility, deposits, account billing, termination, and Shareholder Payment Agreements in accordance with LDWA Bylaws.
- C. POLICY.** To assure adequate culinary water service, to restrict unreasonable termination of or refusal to provide culinary water service, and to establish and enforce fair, unbiased, and Equitable procedures governing the eligibility, deposits, account billing, payments, and termination of culinary water service.
- D. NON-DISCRIMINATION.** Culinary water service shall be provided to qualified persons without regard to employment, occupation, race, handicap, creed, sex, national origin, marital status, or number of dependents.
- E. CUSTOMER INFORMATION.** This policy shall be prominently displayed on the LDWA website, and upon written request from Shareholder, LDWA shall email or mail a copy to Shareholder. LDWA shall continue its obligation to inform its Shareholders of significant amendments to these rules.

II. GENERAL DEFINITIONS, AS APPLICABLE TO THIS POLICY

- APPLICANT.** An LDWA Shareholder who submits a written request or application to LDWA.
- CATASTROPHIC EVENTS.** Acts of nature such as earthquakes, tornadoes, floods, sinkholes, fires, or other natural catastrophe; physical assault that is a result of public transportation disasters, explosions, or other such magnitude.
- MONTH, SERVICE.** The month in which you receive Water Tap or Standby Tap Service.
- MONTH, BILLING.** The month following the Service Month.
- MONTH, SHUTOFF NOTIFICATION.** The month following the second consecutive Billing Month.

PROPERTY OWNER. The person(s), corporation, partnership, or other entity, named on the Property Deed recorded with Washington County, Utah. The Property Owner of land served by LDWA is the LDWA Shareholder.

SHAREHOLDER. The current Property Owner, person(s), corporation, business, partnership, or other entity named on the Property Deed recorded with Washington County, Utah, served culinary water from LDWA.

TERMINATION OF SERVICE (SHUTOFF). The terms termination, disconnection, and shutoff used in these rules are synonymous and mean the stopping of culinary water service.

III. SHAREHOLDER RIGHTS AND RESPONSIBILITIES

A. MONTHLY INVOICING. Monthly invoices are for water served the previous month and shall be paid in full upon receipt of invoice.

B. RESPONSIBILITY FOR PAYMENT.

- Invoices are mailed to the LDWA Shareholder that is the Property Owner identified by the person(s), corporation, business, partnership, or other entity named on the Property Deed recorded at Washington County, UT.
- LDWA can only invoice the Property Owner as that is the LDWA Shareholder. Tenants, renters, lessors, etc, of properties served by LDWA are not LDWA Shareholders and cannot be billed directly. While LDWA can accept payments submitted by someone other than the Shareholder (Property Owner) for payment of account, it is the Shareholder's responsibility to see that full payment to LDWA is made each month, in accordance with LDWA Bylaws, Policies, and Procedures.
- If LDWA property, infrastructure, or equipment is damaged or destroyed by a shareholder, their tenant, renter or designee, it is the Shareholder's responsibility for payment to LDWA for all materials, labor, time, rental equipment, etc, necessary to restore LDWA property to its original operating condition.

C. FORM OF PAYMENT.

- All payments must be delivered to LDWA by US Postal Service or other officially recognized delivery service to provide verification by postmark date stamp.
- Hand-delivered payments are not excepted.
- LDWA accepts money orders, personal and cashier's checks, financial bank bill pay checks, and credit card payments (Visa, MasterCard & Discover), Debit Card (Visa & MasterCard) and eCheck payments made through the Credit Card Merchant Service PayClix®.
- LDWA cannot accept cash payments.

D. DUE DATES. Payments are due within ten (10) days of invoice date (NET 10 DOI) and must be postmarked and date stamped received by the LDWA no later than the 30th of each Billing Month, or for February, the 28th/29th.

E. LATE FEES. Any remaining amount due that carries over to the following billing period will be assessed the minimum late fee of \$5.00 or 10% of the balance due, whichever is greater.

F. OVERAGES DUE TO NON-CATASTROPHIC EVENTS. Overages of water served that are a result of (i) a defective drip line, (ii) a leaky faucet or tap, (iii) a defective toilet tank, (iv) an open indoor or outdoor tap, or other such cause on Shareholder property are not catastrophic events & the Shareholder shall be responsible for full payment to LDWA for the overage served. LDWA will provide an option for scheduling payments based on the amount owed. The Association does not advise or recommend Shareholders to seek financial assistance; however, payments from other sources can be submitted to LDWA and are accepted for payment of accounts.

IV. WATER SERVICE NOTICES & SHUTOFFS

A. SHUT OFF, WATER SERVICE INTERRUPTION. Invoices are for water served the previous month and are due in full upon receipt. Shut-Off notices are generated when: (i) any balance of \$100.00 or more carries over to the following billing month, or (ii) a partial payment is made leaving any balance past due for two (2) or more consecutive months. The shut-off notice includes the full amount due and if not paid by the shut-off notice due date, water service shall be interrupted, meter padlocked, and payment of a Reconnection Fee will be required to re-activate service.

B. RE-ACTIVATION OF WATER SERVICE AFTER SHUTOFF. Before water service is reactivated, the Shareholder shall make payment by cashier's check or money order for (i) the Reconnection Fee; (ii) late fees, (iii) past and current balance due, and (iv) any other assessments that may have been incurred.

V. LDWA RIGHTS AND RESPONSIBILITIES

A. In Accordance With the LDWA Bylaws, Article II, Membership, invoices shall be mailed by First-Class U.S. Mail to the Property Owner of public record, the LDWA Shareholder, during the first week of the Billing Month.

B. Upon written request from Shareholder, if an invoice is misplaced or not received by the 15th of the month, LDWA shall provide a replacement statement.

C. LDWA shall process all payments in a timely manner. LDWA completes deposits by use of an electronic remote deposit banking system to process all payments. The system saves person-hours, mileage, utilization of resources, and overhead costs to LDWA Shareholders.

D. LDWA Field Operations Personnel are not authorized to accept payments for invoices.

E. If a Meter Reader cannot gain access to a water meter to make an actual reading, LDWA may take appropriate additional measures in an effort to get an actual meter reading. If after two (2) regular

route visits, access has not been achieved, LDWA staff is authorized to (i) notify the Shareholder to arrange to have the meter read as a condition of continuing service; or (ii) LDWA may provide the Shareholder with an estimated bill for the current amount due.

F. NON-LIABILITY FOR DAMAGES. LDWA shall not be liable for any damage to a Shareholder water service user by reason of stoppage or interruption of his or her water supply service caused by fires, floods, scarcity of water, accidents to the water system or its mains, or which occurs as the result of maintenance and extension operations, or from any other unavoidable cause.

VI. WATER SHARE REVOCATION / REINSTATEMENT POLICY & BYLAWS ARTICLE X, SECTION 5.

Shareholders in Leeds Domestic Waterusers Association hold shares in the company, and are subject to its Articles of Incorporation and ByLaws. It is the Shareholder's responsibility to read the Bylaws, Articles of Incorporation, Policies, Procedures, and upon request, LDWA will provide copies of the documents to Shareholders free of charge.

The Water Share will be cancelled if the account balance is not paid in full within 90 days from the date of the last payment credited to the Shareholder account.

For Water Share Reinstatement Fees, refer to the LDWA Rate Schedule.

VII. SHAREHOLDER INQUIRIES

Shareholders have the right to submit written disputes or inquiries to the LDWA Board of Directors for their determination of account balances in excess of \$1,000.00.

Applicants shall submit written requests by email to LDWAcorp@infowest.com, or by U.S. Mail to: LDWA, PO Box 460627, Leeds, UT 84746.