

**SOUTHEAST WATERWORKS DISTRICT 2 OF
THE PARISH OF VERMILION
STATE OF LOUISIANA**

RULES AND REGULATIONS

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I. Classification of Services:

Residential: This category applies strictly to a single-family dwelling or to each residential unit in a duplex, or multiple dwelling building or any property that is titled to an individual person.

Commercial: This category applies to all services not classified as residential or any property that is titled to a business name.



II. Application for Service:

- A. The Water User will make an application for service, in person, at the office of the Water District and at the same time pay the installation fee required below.
- B. The Water District 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 Water District may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location.
- D. Once application is made, a Security Deposit, as provided in the rate schedule, will be charged to any non-owner Water User. The Water District will retain the Security Deposit the entire time service is provided.
- E. For violation of any of the provisions of these rules relating to application for service, the Water District may at the expiration of seven (7) days after mailing a written notice to the last known mailing address of the Water User discontinue service. Where service thereafter is reconnected to the same Water User, the Water User shall first pay the Water District a reconnection fee as provided in the rate schedule.
- F. The homeowner must clear out any balance due before services will be turned on or for renters.
- G. Putting a meter on someone else's property. It is required that the customer who will be using the water, hire an attorney to get a Utility Easement written up, executed and recorded that includes the language that the consumer of the water and Southeast Water District will at any time have access to the water line for any and all repairs. It is also transferred to any property owner should either property be sold.

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III. Water User Agreement:

- A. Each Water User shall be required to enter into a Water User's Agreement, which has been approved by the Water District, and each Water User shall be required to pay an installation fee of current price cash in advance prior to the project being initiated or the Water User shall be required to pay an installation fee of current price in cash in advance after the project has been initiated, both before water service can be installed to serve the Water User. The Water District will install the Water User's cut-off valve at the end of the meter setup during the initial meter installation.
- B. Each Water User Agreement is issued subject to the approval of the Water District.
- C. A separate Water User Agreement is required for each meter installed.



IV. Initial or Minimum Charge:

The initial or minimum charge, as provided in the rate schedule, shall be made for each meter installed, regardless of location or if connected to the water meter or not. Each meter requires a separate meter-reading sheet and shall cover a separate and individual account.



V. Water District's Responsibility

- A. The Water District will install, maintain, and operate a main distribution pipeline or lines to the property of each Water User of the Water District, at which points, designated as delivery points, meters to be purchased, installed, owned, and maintained by the Water District shall be placed. The Water District will install a cutoff valve in the meter box at each delivery point.
- B. Each Water User shall be entitled to purchase from the Water District, pursuant to such agreements as may from time to time be provided and required by the Water District, 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 people residing within a single farmstead or dwelling and of the needs of the livestock owned by such person 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 Water District does not assume the responsibility of inspecting the Water User's piping or apparatus and will not be responsible thereof.
- E. The Water District 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 Water District shall not be liable for damage of any kind whatsoever resulting from water or the use of water in the Water User's premises, unless such damage results from negligence in the part of the Water District. The Water District shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the Water User's premises. The Water District shall not be responsible for negligence of third persons, or forces beyond the control of the Water District resulting in an interruption of service.
- G. No new line or change in any existing service may be made which will interfere with an existing line or the delivery of water therein. Each service line shall connect with the Water District water system at the nearest available place of desired use by the Water User if the Water District water system shall be of sufficient capacity to permit the delivery of water through a prior service line. If the Water District water system shall be inadequate to permit the delivery of water through a service line installed at such place without interfering with

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delivery of water through a prior service line, then such service line shall be installed at such place as may be designated by the Water District. 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 of the Water User to his dwelling or other portion of 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 of his premises and to maintain such portion of such line or lines, which shall be owned by the Water User at his own expenses, provided that the Water District may purchase the pipe for and install such portion of such service line or lines, the cost of which will, however, be paid by the individual Water User. When connection to the delivery point is made by the Water User and prior to water being furnished to the Water User, the Water User must contact the Water District to request an inspection of the connection prior to filling the trench. Once the representative of the Water District approves the tie-in provided all other conditions of the Rules and Regulations are satisfied, the water service can be turned on.

- 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 Water District will prorate the water available among the various Water Users on such basis as is deemed equitable by the Water District, and may also prescribe a schedule of hours covering the use of water and require adherence thereto, provided that if at any time the total water supply shall be insufficient to meet all of the needs of the Water User for domestic, livestock, garden, industrial, and commercial purposes, the Water District must first satisfy all of the needs of the Water Users for domestic purposes before 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.



VI. Water User Responsibility:

- A. Piping on the Water User's premise must be so arranged that the connections are conveniently located with respect to the Water District's lines or mains.
- B. If the Water User's piping on Water User's premises is so arranged that the Water District is called upon to provide additional meters, each place of meter will be considered as a separate and individual account.
- C. Where the water meter is placed on premises of a Water User, a suitable place shall be provided by the Water User for placing such water meter, unobstructed and accessible at all times to the meter reader.
- D. The Water User is to maintain the cutoff valve at the end of the pigtail on the Water User's side of the meter box provided by the Water District.
- E. The Water User will be charged an after hour call fee, as provided in the rate schedule, for any after-hour calls to shut off water meter due to leaks beyond the customer's cut-off valve. It is the customer's responsibility to see that their cut-off valve is visible, accessible, and operable at all times. The Water District recommends that there be a valve box and cover installed over the cut-off valve just above ground level. If water meter is on rental property, it is the property owner's responsibility to show the tenant the location of the cut-off valve.
- F. 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 Water District's Rules and Regulations, and in full compliance with the sanitary regulations of the State Department of Health and Human Resources.
- G. The Water User shall guarantee proper protection for the Water District's property on the Water User's property and shall permit access to it only by authorized representatives of the Water District.
- H. In the event that any loss or damage to the property of the Water District 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 Water District and any liability otherwise resulting shall be assumed by the Water User.
- I. 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 Water District.

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- J. The Water User, members of his household, and employees, shall use water furnished by the Water District for domestic or commercial consumption 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.

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VII. Extensions to Mains and Services:

- A. The Water District will supply service for temporary purposes provided that the Water District has water available in excess of the Water District's regular needs, and provided the Water District has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance to the Water District the estimate of the cost and materials, less salvage value on removal, for installing and cost of removing such service.
- B. The Water District will construct extensions to its water lines to points within its certified area, but the Water District shall not be required to make such installations unless it is determined that it is economically feasible to serve.
- C. The Water District will provide an extension of its water system to new subdivisions to points within its certified area under the following conditions:
 1. The Water District shall provide the engineering and legal services required for such an extension at no cost to the Developer/Owner.
 2. The Water District shall, through its own contractor construct said extension within the subdivision and the total cost there of shall be paid by the Developer/Owner in the following manner:
 - a. A deposit equal to the cost of engineering and legal services shall be paid in advance of the service being performed.
 - b. The deposit mentioned in (a) will be non-refundable if the project is not completed beyond this point. The deposit mentioned in (a) will be applied to the constructed cost if the project is completed.
 - c. The total cost of construction of the water system, based on the estimated construction cost less than the deposit required in (a) above, shall be paid in advance of any construction by the Developer/Owner to the Water District. Any necessary adjustments in the costs during construction, above or below the estimated cost will be due by the Developer/Owner or credited to him by the Water District, respectively.
 - d. The Water District shall own, maintain, and operate the water system once construction is complete.
 - e. The new line extension has to be approved by the Board of Health.



VIII. Access to Premises:

- A. Duly authorized agents of the Water District shall have access, at all reasonable hours, to the premises of the Water Users for the purpose of installing or removing Water District property, inspecting piping, reading or testing meters or for any other purposes in connection with the Water District's service and facilities.
- B. Each Water User shall grant or convey or shall cause to be granted or conveyed, to the Water District, a permanent servitude and easement across any property owned or controlled by the Water User wherever said permanent easement is necessary for the Water District's water facilities and lines, to be able to furnish service to the Water User.

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IX. Change of Occupancy:

- A.** The outgoing party (Water User) shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longest. It is the Water User's responsibility to notify the Water District to discontinue service.
- B.** The outgoing party's water bill, if property is a rental and the account closing is the property owner's account, will need to be paid out in full before the new tenant's water will be turned on.
- C.** Regarding deceased account holders, once the Water District is made aware of a deceased account holder, a letter will be mailed to the last known address or hand delivered to the property address, informing the current occupant that the account must be transferred over to the new owner or if no new owner or in an estate or succession, the current occupant or water user must complete a non-owner application and pay a security deposit as provided in the rate schedule within 30 days of date of letter.

If account is still in deceased account holder name at the end of the 30 day period, service will be disconnected until the correct application is completed and/or security deposit is received.

Once ownership can be proven, the security deposit may be applied to any current or outstanding water bill and any unused portion will be refunded. Water billing will continue if account is still in active status.

Proof of ownership accepted will be one of the following:

Cash Sale/Deed

Judgement of Possession

Donation

Completed Succession documents

Tax Assessor Report (May be used for office personnel only to verify legal descriptions)

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X. Meter Reading – Billing – Collecting:

- A. Meters will be read and bills rendered monthly, but the Water District 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 Water District'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 a meter is installed and connection made (and approved), 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 or different premises, or for the same or different Water Users, or for the same or different services.
- E. Water Users that have more than one residence connected to their meter will be charged an additional minimum water rate per residence each month, as provided in the rate schedule .
- F. Failure to receive bills or notices shall not prevent such bills from becoming delinquent, nor relieve the Water User from payment.
- G. The failure to pay water charges duly imposed from due date shall result in the automatic imposition of a penalty of 10% of the delinquent amount.
- H. The Water User will have five business days to pay Returned Payment and Returned Payment fees. Returned Payment fee, as provided in the rate schedule, will be charged for any returned payment. If not paid by specified time, the Water User will be disconnected, and a delinquent fee, as provided in the rate schedule, will be assessed along with the Returned Payment amount and fees. Should Returned payment be given to keep from being disconnected, water will be disconnected immediately upon us receiving the returned payment from our bank. The delinquent fee, as provided in the rate schedule, will be assessed along with the Returned Payment and Returned Payment fees. A Returned Payment and any and all fees must be paid by cash, credit card, debit card, or money order. After the third Returned Payment, the Water District will no longer accept checks from the Water User. All bills will have to be paid by cash, credit card, debit card, or money order.

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- I. If a customer requests a meter usage report, there will be a report charge per report, as provided in the rate schedule. If it is determined that the problem was caused by a SE Water issue, the fee could be waived.
- J. Fees for turning off meters for repair of customer service valve are as follows: To turn off the meter to replace Customer Service Valve after hours and weekends, an after-hour call fee will be charged, as provided in the rate schedule. If it is during Office Hours, there will be no charge to turn off the meter but if we go back to turn the meter on and the Customer Service Valve is not replaced, they will incur a service charge, as provided in the rate schedule . If a licensed plumber is doing the work, they have permission to turn off the meter.
- K. Any outstanding balance due on the water user's water account will be reviewed for sending to collections as outlined below:
 - 1. Any outstanding balance over \$50 and is a minimum of 90 days past due will be sent to the current collection agency the Water District is using. The Water District may change the minimum bill amount turning over depending on the collection agencies guidelines being used at the time the outstanding bill is reviewed.
 - 2. All guidelines that the collection agency requires will be followed by the Water District personnel responsible for submitting the report to them.
 - 3. District personnel shall submit reports to the collection agency for collections, at minimum, of every 90 days to, maximum, of every 6 months.
- L. Any payment received after 1 pm will be credited to the water user's account on the next business day.
- M. Any Customer who has an excessive high bill over 5 times their normal bill amount due to leaks will have the option to enter into a deferred payment agreement to setup a payment plan. Once the deferred payment plan is initiated, if the terms are not met as agreed, service will be discontinued, delinquent fee will be applied, as provided in the rate schedule, and full payment of all charges will be due before service is restored. Late charges will apply if deferred payment agreement was put into effect after late charges were applied to initial balance. If terms are met and paid as agreed, late charges will not apply while outstanding balance is owed. All future/current bills will need to be paid in addition to the payment plan on the high bill under deferred payment schedule. See office for a copy of the current Deferred Payment Agreement.

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BULK WATER REGULATIONS

No one will obtain water through any hydrant or flush riser within the Southeast Waterworks distribution system without prior notice given to the water system. At the time of notification, arrangements will be made for an employee of the system to be present when the water is to be taken from the system. An air gap shall be supplied according to LA State Plumbing Code Appendix D – Cross Connection Control D 103 – Air Gaps. When an air gap is not possible, a BACKFLOW PREVENTER will be required. Reference may be made to the LA State Plumbing Code for Air Gap and Backflow regulations.

ANY PERSON FOUND TAMPERING WITH OR OTHERWISE USING ANY HYDRANT OR FLUSH RISER WITHOUT PRIOR PERMISSION FROM SOUTHEAST WATERWORKS DISTRICT #2 WILL BE PROSECUTED FOR THEFT OF UTILITY.

Any consumer request for bulk water will need to make application at the Water District's office. A record of the gallons used will be documented by the Water District's personnel and an appropriate invoice will be sent to the customer, as provided in the rate schedule

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XI. Suspension of Service:

- A. Service disconnected for non-payment of bills will be restored only after the bill is paid in full, and a delinquent fee, as provided in the rate schedule, is paid for each meter that was disconnected.
- B. The Water District reserves the right to discontinue its service without further notice for the following reasons:
 - 1. To prevent fraud or abuse.
 - 2. Water User's willful disregard of the Water District's rules.
 - 3. Emergency repairs.
 - 4. Insufficiency of supply due to circumstances beyond the Water District's control.
 - 5. Legal process.
 - 6. Direction of public authorities.
 - 7. Strike, riot, flood, or any unavoidable cause.
- C. The Water District may, in addition, to persecution by law, refuse service to any Water User who tampers with a meter or other measuring device permanently or until restitution has been made to the Water District for repair.
- D. The failure to pay water charges duly imposed shall result in the automatic imposition of the following penalties:
 - 1. Water Bill needs to be paid in full each and every month.
 - 2. Bill is mailed out around the 26th of the month.
 - 3. Bill is due on the 10th of the month.
 - 4. 10% Penalty is applied on the 11th of the month.
 - 5. No Delinquent Notice will be mailed out.
 - 6. The entire bill must be paid in full before 10:00 A.M. on the 25th of the month. Any bill not paid in full by 10:00 A.M. on cut-off day will be charged the Delinquent Fee, as provided in the rate schedule, regardless if the Servicemen have gotten to the residence to turn the water off.
 - 7. Around the 26th of the month, the new bill is added to all the accounts. If the customer was disconnected, the two months bill plus the Delinquent Fee needs to be paid in full before the water will be turned back on.
 - 8. Non-payment within thirty (30) days from the original due date will result in the Water District retaining the portion (or all) of the Water User's Security Deposit due to cover the unpaid amount.
 - 9. In the event it becomes necessary for the Water District to shut off the water from the customer's property, reconnection fee, as provided in the

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rate schedule, and an additional Security Deposit shall be made as established by the Rules and Regulations.

10. Water meter will be removed from the meter box or locked when a Water User is disconnected for non-payment. Should the Water User tamper with the water meter, meter box, or valve in meter box, criminal charges will be filed, and the Water User will be responsible for all legal fees and costs incurred by the Water District.

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XII. Complaints:

- A. If the Water User believes his bill to be in error, he shall present his claim, in person, at the Water District office before the bill becomes delinquent. Such claims 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. Meters will be tested at the request of the Water User upon payment to the Water District of the actual cost of making the test, if the meter is found to over-register beyond three (3) per centum of the correct volume, no charge will be made.

- B. If the seal of a meter is broken by other than the Water District 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.



XIII. Abridgement or Modification of Rules:

- A. No promise, agreement, or representation of any employee of the Water District shall be binding upon the Water District except as it shall have been agreed upon, in writing, signed and accepted by the acknowledged officers of the Water District.

- B. No modifications of rates or any of the Rules and Regulations shall be made by any agent of the Water District.

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