

## **LAKELAND ESTATES WATER COMPANY**

### **Rules and Regulations**

*Revised July 2025*

These Rules and Regulations are issued by Lakeland Estates Water Company, (“**Lakeland**”), to govern the supplying and taking of water service in a uniform manner for the benefit of the Company and its members. They are subject to change from time to time. If a provision of these Rules conflicts with a provision of the rate schedule, the provision of the rate schedule will prevail. If any portion of these Rules will be declared invalid by competent authority such voidance will not affect the validity of the remaining portions.

### **Definitions**

“**Applicant**” means any individual, firm partnership, corporation or other entity or agency owning property located within Lakeland’s water supply service areas and applying for water service to such property.

“**Benefit Unit**” means a right entitling the holder to one water service.

“**Company**” means Lakeland Estates Water Company.

“**Consumer**” any individual, firm, partnership, corporation or other entity or agency holding a Benefit Unit and receiving water service from the Company.

“**Date of Billing**” means the date of billing as designated by the Company.

“**Point of Delivery**” means point where the Company’s mains deliver water service to the consumer. Point of Delivery for one water service will be the consumer’s property line (street side), except as may otherwise be determined by the Company.

“**Private Water Line**” means a water line constructed and connected by the consumer at his own cost to convey water on his own property for his own use from the point of delivery.

“**Property**” means a defined tract of land as surveyed, platted, and recorded with the respective County Register of Deeds.

“**Water Service**” means the availability of an adequate supply of water at the point of delivery to meet the consumer’s requirements and in readiness for use regardless of whether or not the consumer makes use of it. A consumer must purchase a benefit unit for each residential dwelling or business establishment service, for each separate property.

## **(1) GENERAL RULES**

- (A) The supplying and taking of water will be in conformance with these Rules and Regulations and the adopted rate schedule provided; however, such a rate schedule is subject to change by the Company. If at any time the Company determines that the total amount derived from the collection of charges is insufficient for payment or operating costs, emergency repairs, debt service, and a reasonable return, the Company will adjust the rate schedule in an amount sufficient to pay such operating costs, emergency repairs, debt service, and for a reasonable return.
- (B) Applicants for service will make an application to the Company on forms provided by the Company. If the applicant's Application for Water Service and Consumer's Agreement is accepted by Lakeland, the applicant will purchase a Benefit Unit for each water service desired and sign the standard Application for Water Service and Consumer's Agreement for an indefinite period.
- (C) Before any applicant is entitled to service, the applicant will grant an easement for the mains and water service facilities of the Company over and across any real estate owned by him within the area to be serviced. Said easement will be on terms and conditions prescribed by the Company.
- (D) The Company is not obligated to approve an application for water service if an adequate water supply is not available.

## **(2) COST OF BENEFIT UNIT**

The Benefit Unit cost (hook-up fee) will be the rates below

| <b>Service Type</b> | <b>Meter Size</b> | <b>Hook-Up Fee Per Tap</b> | <b>Additional Meter</b> |
|---------------------|-------------------|----------------------------|-------------------------|
| Per Unit            | 5/8 x 3/4"        | \$2,195                    | \$395.00                |
| Per Unit            | 1"                | \$2,300                    | \$500.00                |

\*Antenna and meter coupling are an additional charge, if applicable.

\*\*These rates are subject to change.

## **(3) WATER SERVICE IS FOR SOLE USE OF THE CONSUMER**

A standard water service connection will be for the sole use of the applicant/consumer. Such service will supply water to only one residence or business establishment. Extension of pipes to transfer water from one property to another will not be permitted, nor will the holder of a Benefit Unit share, resell, or sub-meter water in its unaltered state to any other consumer. If an emergency or specific situation should make such an arrangement advisable, it will be done only

with specific written permission from the Company, and only for the duration of the emergency or to meet the needs of the specific situation.

#### **(4) AGREEMENTS WITH GOVERNMENTAL AND PUBLIC BODIES**

The Company may make specific water service contracts with the Federal Government, the State of Nebraska, or any of its subdivisions, agencies, or municipal corporations, differing from situations set out in the rate schedule and Rules.

#### **(5) RIGHT OF ACCESS**

Representatives of the Company will have the right at all reasonable hours to enter upon consumers' premises to operate and test control valves and meters, inspect piping, and to perform other duties for the proper maintenance and operation of service, or to remove its service equipment and shut off water upon discontinuance of service, in accordance with NEB. REV. STAT. §§ 70-1605 and 70-1606. Should representatives of the Company need to enter the living quarters of the consumers' premises, the Company will give the consumer at least 24 hours' written or verbal notice.

#### **(6) CONTINUITY OF SERVICE**

The Company will make all reasonable efforts to supply continuous, uninterrupted service. However, it will have the right to interrupt service for the purpose of making repairs, connections, extensions, or for other necessary work. Efforts will be made to notify consumers who may be affected by such interruptions, but the Company will not be responsible for losses which might occur due to such necessary interruptions, or for interruptions caused by acts natural or otherwise beyond its control, and the applicant will be deemed to have expressly waived any right to damages in connection with any interruption of service.

#### **(7) BILLING**

**(A) Meter Reading and Payment Due Date.** Water meters will be read on or near the last day of the month and sent on or near the 5th day of the month. Payment of such monthly water bill will be due, and must be received or postmarked, on or before the 20th day of that month. Bills cover usage for the immediate past month.

**(B) Late Charge.** Full payment of the amount billed not received by the due date will be subject to a 10% late charge which will be reassessed each month.

**(C) Method of Payment.** All payments due to the Company for water service may be dropped off in the mail slot at the Company office, by mail, or paid online. Payments should be post-marked on or before the 20th of the month to avoid a late penalty assessment of 10%. Please visit our website ([www.lewco.org](http://www.lewco.org)) to

enroll in eBill and ePay. (The suggested browser to register is Google Chrome.) This will enable you to receive your bill via email and pay online. Once registered, bills can be viewed and payments can be made by clicking on the “Billing/Payment” tab of the website and then “View/Pay eBills”. There will be a handling charge for all checks or electronic payments returned, which will equal the amount charged to Lakeland by the financial institution, plus \$10.00.

**(D) Failure to Pay.** Failure to pay a bill within 60 days of the due date will be grounds for discontinuance of the water service and, after notice, such failure will be grounds for forfeiture of the Benefit Unit. If a defaulting water subscriber is a tenant, such 60-day period will not commence to run until the Company has given notice to the landowner.

## **(8) DISCONNECTION NOTICE**

The Company will provide notice to any customer whose service is proposed to be terminated. Such notice will contain the information required under NEB. REV. STAT. § 70-1606(1)(a)-(k) and will be given in person, by first-class mail, or by electronic delivery-only if the customer has specifically elected to receive such notice by electronic delivery. The importance of such notice will be conspicuously marked. Service will not be discontinued for at least seven business days after notice is sent or given. Holidays and weekends will be excluded from the seven days. The Company will make the service termination information required under NEB. REV. STAT. § 70-1606(1)(d), (e), (f), (g), (i), (j), and (k) readily accessible to the public on Lakeland’s website and available by mail upon request. Upon termination of service, if a disconnected service line is turned back on by the Benefit Unit, that will result in a \$500 fee in addition to the outstanding balance due, which represents the reasonable costs associated with providing the discontinuance and reconnection of service.

**(A) Conference.** A consumer may make a request for a conference to for any dispute over the discontinuance of service before an employee designated by the Company. Should a consumer produce a written statement to the Company which sets forth the reasons for a dispute and the requested relief, a conference will be scheduled by the Company within (14) days of the request or written statement.

**(B) Appeals.** A consumer may appeal the decision made at a conference. A copy of the appeals procedure will be furnished to a consumer/applicant upon request. Such a request must be made within (7) days of receipt of the adverse decision made at the conference.

**(C) Third Party Notice.** Any consumer may elect to have notices sent to a third party. To make such an election the consumer must complete the requisite election form as provided by the Company upon request or available at on the Company’s website.

## **(9) DENIAL OF SERVICE**

If the Company denies service to an Applicant, the Applicant may request a conference and appeal as if service was discontinued.

## **(10) RECONNECTION CHARGES**

Fees for the reconnection of utility service represent the reasonable costs of providing such service. The Benefit Unit will be reinstated (or service restored) if all book charges are paid in full, plus \$120.00 reconnection costs.

## **(11) CONSUMER RESPONSIBILITY**

Applicant/Consumer requests that water service be supplied from Lakeland for purposes in compliance with these Rules and Regulations and no other purpose. Applicant/Consumer agrees that they are responsible for and will comply with the following consumer responsibilities:

- (A)** The applicant/consumer is responsible for all water used and to ensure it is metered;
- (B)** The applicant/consumer agrees to pay the applicable rates;
- (C)** The applicant/consumer agrees to keep all plumbing fixtures in good repair and promptly repair all leaks or stops from such plumbing fixtures;
- (D)** The applicant/consumer agrees to contact all utility companies and call “811” prior to digging on their property;
- (E)** It is the responsibility of the applicant/consumer owner to maintain and make accessible the main shut-off. The inability of Lakeland to find a shut-off valve and/or to shut off any water service will not relieve the individual or account from paying said water bill and any late fee/disconnect fees.
- (F)** It is the responsibility of the applicant/property owner to clearly communicate to any party conducting excavation on the property that their service line is not marked, and Lakeland is unable to locate/mark service lines. This is the responsibility of the applicant/property owner;
- (G)** The consumer will be responsible for any damage to the meter and any point of delivery equipment installed for their service, on account of any cause other than normal wear and tear, defect in workmanship or material, or the Company’s installation thereof.

## **(12) RIGHT TO REPAIR**

It remains the applicant/consumer’s responsibility to maintain and make accessible the main shut-off. Should the main shut-off not be operable or accessible Lakeland has the right, but no obligation, to make necessary repairs to restore operability and accessibility. To exercise this

right Lakeland will give the applicant/consumer 30 days written notice that the consumer/applicant must make the necessary repairs. Should the consumer/applicant fail to make the necessary repairs within the 30 days Lakeland may in its discretion arrange for such repairs to be made. The consumer/applicant will be liable for all amounts and labor expended by Lakeland and/or its contractors to make repairs under this Section. Lakeland will provide an invoice for any repairs done under this Section and the consumer/applicant will have 30 days from receipt of the invoice to make payment. Should the consumer/applicant fail to make payment the amount due will accrue interest at a rate of 10% per annum and a one-time 10% late payment fee will be assessed. Lakeland reserves the right to file a construction lien for all amounts due and owing under this Section.

In the event of a water main leak/break, it will be necessary for either the homeowner or Lakeland to reach out to a third party to assist with locating and fixing the leak. It may or may not be known where exactly the leak/break is. If it is determined that the leak is the responsibility of the homeowner, the third party will bill the water customer directly. A water charge may be assessed for water lost.

### **(13) CHANGE OF OWNERSHIP/OCCUPANCY**

It will be the consumer's responsibility to anticipate changes of occupancy, and to have his Benefit Unit transferred to the Applicant. Until the Benefit Unit is formally transferred, the original holder will be responsible for payment of all charges and damages. All charges and damages levied against a Benefit Unit must be paid before the Benefit Unit can be transferred, or before service can be resumed where there has been a suspension.

**(A) Successor in Interest.** An Applicant may force transfer of the Benefit Unit upon application to the Company. To exercise this right of transfer the Applicant must provide proof that the applicable property was transferred, and the Applicant must pay for the actual cost of all charges and damages levied against the Benefit Unit or \$2,000, whichever is less. The Applicant does not have this right to force transfer if an enforceable lien exists on the applicable property, *see* Section 13(B).

**(B) Liens.** Should a valid lien be placed on the property prior to time of transfer; then an owner or successor in interest is responsible for the amount of the lien, prior to transfer of any Benefit Unit.

**(C) Previous Owner Not Discharged.** Exercise of the Applicant's rights under Section 13(A) does not discharge liability of the previous holder's obligations levied against the Benefit Unit.

### **(14) LIQUIDATED DAMAGES**

In the event the applicant for water service will fail or refuse to pay for water service as herein provided for a period of sixty (60) months after such connection, the applicant will pay the Company, as liquidated damages and not as a penalty, the sum of Nine Hundred Dollars (\$900.00). This sum represents the reasonable costs of providing such service and amortizes the applicant's investment for a sixty (60) month period and which will be in addition to the benefit unit charged; provided, however, that any monthly water service will be credited as part payment of said sum. Payment of such liquidated damages will terminate the responsibility of the consumer to pay any additional water service charges. Upon such payment the benefit unit will then be forfeited to the Company. Water Service will be discontinued, and all consumer rights cancelled.

#### **(15) CONSUMER'S HAVING EXCESSIVE REQUIREMENTS**

In the event a consumer's water service requirements are found to exceed the Lakeland's supply, adversely affecting service to other consumers to an extent deemed unreasonable by Lakeland; Lakeland will not be obligated to render such excessive service.

#### **(16) CROSS CONNECTIONS**

Cross connections will not be permitted, nor will there be any physical connection between any private water system and the water system of the Company. There will be no physical connection between the water system of the Company and any holding tank or reservoir intended for non-potable liquid, sewer drain conduit, tank, pump, plumbing fixture, heat exchanger or other mechanical equipment or device which contains, or may contain contaminated water, sewage, or other waste, liquid or gas of unknown or unsafe quality which may be capable of importing contamination or pollution to the potable water supply as a result of backflow (due to either backpressure or back siphonage), unless such connection is protected by a back-flow presentation device deemed appropriate by the Company under the Rules and Regulations of the State Health Department and installed at the consumer's expense. The Company, through the licensed operator of its water system, will conduct an on-going cross-connection control program consisting of cross-connection detection by means of consumer survey, assessment of apparent hazards presented by cross-connections detected through surveys, and the requirement of backflow prevention devices to be installed and maintained by consumers where necessary, in the Company's judgment, in order to protect the public against potential hazards to the water supply. The program may also include containment through the use of backflow prevention devices installed at appropriate locations throughout the water system where feasible and desirable in the judgment of the Company. Compliance with the program will be enforced by requiring as a condition of continued water service; A) the prompt return of consumer surveys as often as deemed necessary, but no less often than every 5 years, B) the correct installation and maintenance of any backflow prevention devices required by the Company, and C) annual written certification of testing required devices, having test ports, by a state licensed backflow

prevention device tester. Representatives of the Company will have the right, during all reasonable hours, to enter upon the consumer's premises for the purpose of inspection and enforcement of these provisions. Violation of these provisions will constitute cause for disconnection of the consumer's service.

#### **(17) WATER RATE SCHEDULE**

The Rate Schedule is as follows:

**(A)** Service Charge: \$21.00, per month

**(B)** Per 1,000 gallons: \$5.00

#### **(18) VIOLATIONS**

Violations of any of the provisions of the Rules and Regulations as set forth above, or as may be amended from time to time by the Company, will constitute cause for disconnection of a consumer's service, in accordance with NEB. REV. STAT. §§ 70-1605 and 70-1606, pending compliance therewith; and, repeated violations, after notice and opportunity for hearing by the Company, will constitute grounds for forfeiture of the Benefit Unit. A copy of these regulations will be kept permanently on file in the office of the Lakeland Estates Water Company, in Omaha, Nebraska.

#### **(19) DISCLOSURES**

Lakeland purchases water which is supplied from Papio-Missouri River Natural Resources District, ("**Papio-NRD**"). Papio-NRD receives its water supply from the City of Blair. Lakeland will send notices related to water quality issues at it receives them. As a consumer you should also be aware of the following:

**(A) Chloramines.** Lakeland has been informed by Papio-NRD that the water provided is chlorinated and contains chloramines. These chloramines are used for disinfectant purposes. **Chloramines are toxic to fish, reptiles, and amphibians.** Owners of fish, reptiles, and amphibians should take steps to use appropriate filtration equipment/water treatment products to neutralize chloramines or use an alternative source of water.

**(B) Lead.** Measures taken during the last two decades have greatly reduced exposures to lead in drinking water. However, lead can still be found in some older homes in interior water pipes, solder, or pipes connecting a house to the main water pipe in the street. The only way to know whether your tap water contains lead is to have it tested. Lakeland has its water tested in accordance with state and federal laws to determine levels of lead.

**(20) EMERGENCIES**

During times of excessive demand or drought periods Lakeland may have its water supply limited by Papio-NRD in its discretion. Lakeland will comply with requirements issued by Papio-NRD and its suppliers.

**New or continued service constitutes agreement, acceptance, and acknowledgment of these terms.**