



OPERATING POLICY

April 2010

1 – FORWARD

Under the authority of the **Consolidated Waterworks Authorization Act, Act 982 of the 83rd General Assembly of the State of Arkansas, CENTRAL ARKANSAS WATER**, an Arkansas public body politic and corporate, adopts these Guidelines which supersede any past guidelines issued or any past practices.

2 - COOPERATION OF WATER UTILITIES

CENTRAL ARKANSAS WATER supports the participation of other water utilities in the **Central Arkansas Cities Water Planning Compact**, which was formed for the development of a future high quality water source to serve the metropolitan area.

3 - ORGANIZATION AND MANAGEMENT

CENTRAL ARKANSAS WATER (hereinafter called **CAW**) will be operated on a sound financial and business like basis. The **BOARD OF COMMISSIONERS, CENTRAL ARKANSAS WATER**, (hereinafter called **BOARD**), will provide policy direction and guidance, will evaluate utility service and progress, and will approve utility budgets and financing proposals. The **BOARD** will employ dedicated professionals to supervise the day to day operations and develop the utility's short and long range plans. **CAW** will employ an organizational staff that is sufficient in size to ensure the service needs of the **CUSTOMERS** are fulfilled in an effective and timely manner.

4 - MISSION STATEMENT/ GOALS

4.1 **Mission Statement.** To enhance the quality of life for Central Arkansas by delivering high-quality water and dependable service that exceed customer expectations; protecting and ensuring a long-term water supply for future generations; and serving as responsible stewards of public health, utility resources, and the environment.

4.2 **Goals.** CAW will strive to:

- Utilize and protect its existing high quality sources and develop the best possible water sources to meet future demands.
- Provide treatment which produces water that is pure and surpasses all drinking water standards.
- Use techniques, materials and construction practices, that maintain the quality of the product to the **CUSTOMERS**.
- Meet the **CUSTOMERS'** water service needs in a fair and courteous manner.
- Manage the **CUSTOMERS'** resources in a prudent and effective manner through the use of equitable rates, efficient operations and sound planning.
- Provide competitive compensation, a safe work environment, fair treatment, and opportunities for career development in order to attract and retain high quality employees.
- Provide sufficient revenues from water service to finance needed capital expenditures and all operating and maintenance costs.
- Maintain a system of accounts based on generally accepted accounting principles.
- Water funds are to be maintained in separate accounts and may not be diverted for unrelated uses (**EXCEPT reasonable payments in lieu of taxes**).

5 – GENERAL

5.1 **Interpretation.** The **BOARD** shall be the sole interpreter of these guidelines. No employee or agent of **CAW** shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these guidelines.

5.2 **Revisions.** These guidelines, including Rate Schedules, Contracts, or any part thereof which may be referred to, may be revised, amended, supplemented or otherwise changed from time to time. Such changes, when effective, shall have the same force as the present guidelines contained herein. If any part of these regulations shall be declared invalid or unconstitutional, it shall not affect the validity of the remaining parts.

5.3 **Access to CUSTOMER'S Premises.** As a matter of policy, **CAW** employees do not enter **CUSTOMER'S** premises. If it is felt that access is needed for the purpose of reading meters, for testing, inspections, repairing, removing and replacing any equipment or facility belonging to **CAW**, and for inspecting **CUSTOMER'S** plumbing and premises, the **CUSTOMER** will be asked to grant such. If access is denied, and it is suspected that the safety of the public water supply is being jeopardized, or water policy is being violated, **service may be discontinued or access will be obtained by legal means.**

5.4 **Water Quality & Quantity.** **CAW** shall take all reasonable safeguards to prevent or minimize conditions resulting from: **(a) emergency repairs or improvements followed by reversals of flow of water causing turbidity or discoloration of water; and (b) conditions which could result in flow restrictions and stoppages.**

6 - DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in these Regulations shall be as follows:

APPLICANT - A prospective consumer who applies for water service.

BOARD - The **BOARD OF COMMISSIONERS, CENTRAL ARKANSAS WATER**.

CAW - Meaning **CENTRAL ARKANSAS WATER**.

CLASSIFICATION OF ACCOUNTS - The accounts of consumers shall be classified by **CAW** as follows:

SERVICE:

- a. **Domestic** - Service to private residences of one family or more when each is supplied through a separate meter.
- b. **Commercial** - Service to apartment and Boarding houses, hotels, offices, office buildings, retail and wholesale establishments, laundries, private schools, colleges, hospitals, and other like premises where water is not used primarily for industrial purposes.
- c. **Industrial** - Service or premises where a manufacturing process is the principal business.
- d. **Sprinkling (Irrigation)** - Service to provide lawn sprinkling to residential, businesses or institutions (**APPLICANTS** are not billed for sewer usage).
- e. **Fire** - Private fire protection for residential, commercial, industrial, and governmental agency accounts.
- f. **Master Metered** - A water system (purveyor of water) as defined by the **Arkansas Department of Health** which purchases and redistributes water to customers (**Jacksonville, Bryant, etc.**) This does not include meters for Apartment Complexes, shopping centers, mobile home parks, etc., which re-meter water on a single site.
- g. **Raw** - Customers who receive untreated water through a meter.

OTHER:

- a. **City of** - Service supplied to another city such as Jacksonville or Bryant.
- b. **Other Utilities** - Service to other utilities (i.e. electric, gas and telephone) at various locations.
- c. **City Departments (Municipal)** - Usage by City of Little Rock or City of North Little Rock, for departments where authorization stipulates payment for service from its General Funds.
- d. **Governmental Agencies** - Service to county, state and federal agencies and departments, public schools and state supported hospitals.

CLASSIFICATION OF CONTRACTS - Various contracts which are utilized by CAW include:

Water Service Contract (Exhibit IX) - Provides service for domestic, commercial, industrial and sprinkling accounts.

Contract for Water Facilities (Exhibit II; see also Section 14.1.2)
APPLICANT agrees to install, or have installed water facilities with attachments as follows pertaining to the type facilities to be attached:

Agreement for the Installation or Relocation of Public Facilities by Developer (Exhibit III) – provides for the installation of water mains and public fire hydrants or other public facilities.

Addendum to Establish Capital Investment Charges in Conjunction with the Installation of Public Facilities (Exhibit IV) – provides for the establishment of a fee to be collected when future connections are made to the facilities being installed (Sections 10 & 15.1.)

Agreement for Installation of Private Fire Hydrants (Exhibit V) – provides for the installation and maintenance of private hydrants installed off public water mains.

Agreement for Installation of Private Fire Facilities (Exhibit VI) – provides for the installation of, and service to private fire lines and appurtenances

Service Agreement for Customer Owned Lines (Exhibit VII) – provides for the installation of and service to meters installed off private fire lines.

Special Addendum to Contract – Agreement that is specific to a particular project containing provisions not covered under the standard contract.

Regular Contract (Exhibit I; see also Section 14.1.1) - CAW agrees to install Water Mains to serve **APPLICANT** (usually used only for construction of minor facilities).

CONSUMER or APPLICANT - A person, public or private corporation, Co-partnership, unincorporated association, the United States Government, the State of Arkansas, County, Church, School, City or civic organization who uses, or is entitled to use, water from **CAW** system.

CUSTOMER - A Person(s)/Corporation/Business/Governmental Agency/City which purchases water from **CAW**.

CROSS CONNECTION - A connection, direct or indirect, with water mains or street service lines leading to any other source of water or source of possible contamination.

HOUSE LINE - The pipe and fittings which convey the water from the meter to the building served.

METER - A device used to accurately measure the flow of water to a premise.

METER SETTING - A box, vault or tile, with covering containing meter and connecting appurtenances.

PLUMBER - An individual, firm, corporation or association licensed by the State of Arkansas to engage in the assembling and connecting of water piping and fittings, or the installation and connection of plumbing fixtures.

PREMISES (Single Parcel or Tract of Property)

- a. A building or group of buildings occupied by a family unit or business entity and used for residential, business or commercial purposes; or operated as a hospital, educational or religious institution; or a tract of land used for park, playground or recreational purposes; or
- b. Any other structure or structures, public or private, the use or occupancy of which requires water service.

PRIVATE WATER SERVICE LINE – Installed under a special agreement (Exhibit XII) (Section 7) when a property does not have frontage on a water main and **BOARD** deems it most feasible to serve the property through a private line across another parcel.

SERVICE LINE - consists of the pipe and fittings which convey water from the water main to the meter.

SERVICE MAINS - is a service line installed to reach undeveloped property in advance of paving. **This can be a "long-side" (going to the other side of the street normally installed at the time a water main is installed) or a "short-side" (on same side of street as water main - normally installed at the time that a meter is requested).**

WATER MAIN (PUBLIC) - is a pipe line including valves and fittings generally running parallel to the center of the street, two inches or larger, to which service lines may be connected, and owned by **CAW**. Mains are usually classified as:

- a. **Distribution main** - 2" in diameter or greater but less than 16" in diameter.
- b. **Transmission main** - 16" in diameter or greater.

7 - SERVICE POLICY - SEE ALSO SECTIONS 8 & 18

7.1 **General Requirements.** In addition to the requirements under Section 7.2, service shall be considered available to a tract of land only if the following conditions are met:

- 7.1.1 Subject to **CAW** policy.
 - 7.1.2 Service to **all** property must be approved by the applicable **planning jurisdiction**
 - 7.1.3 With the exception of a **Private Water Service Line Agreement (see Section 7.2.6)**, a public water line must be adjacent to the property being served (if the property is not adjacent, the **APPLICANT** must pay the cost of extending a main to the property line, **plus 5 feet – see Section 9**). The property must have at least **15 feet** of frontage on said water line, whether it be **front, side, or back of property**. If said property is a “pipestem” shaped piece of property (i.e., property depth to width ratio is greater than 15:1), then no portion of the “pipestem” may be less than 20’ in width.
 - 7.1.4 The water pipeline must be adequate in size to meet "**Domestic**" and "**Fire Service**" needs, as determined by **CAW** and the **Fire Department in the applicable jurisdiction**.
- NOTE: DOMESTIC WATER SERVICE MAY NOT BE TAKEN OFF WATER MAIN WHICH ARE 20-INCH IN DIAMETER, OR LARGER.**
- 7.1.5 All applicable charges and meter deposits must be paid. (see **Sections 8.10, 10.4, 10.5 and Schedules B, C & E**).
 - 7.1.6 Comply with **plumbing permit requirements of plumbing inspection agency having jurisdiction**. (see **Section 18.1**).
 - 7.1.7 Compliance with **CAW's Cross Connection Control Program (see Section 25)**.
 - 7.1.8 Complete a **Request for Water Service** and sign a **Water Service Contract (see Exhibit IX)**.
 - 7.1.9 Obtain approval of septic system from County Sanitarian Services Unit if not connected to a sewer system approved by the Arkansas Department of Health.

7.2 **Additional Requirements:**

7.2.1 **Inside City - within a City approved platted subdivision:**

NOTE: Approval of a development by the City Planning Commission having jurisdiction constitutes automatic approval for water service EXCEPT where 16-inch, or larger, main extensions are required (see Section 9.5.1.1).

- a. No service shall be available to any structure farther than **450 feet** from an approved fire hydrant installation (**300 feet on deadends or cul-de-sacs**). A mobile home shall be considered a structure.
- b. No commercial, industrial or multiple apartment structure shall be greater than **150 feet from an approved fire hydrant installation**, and no portion of said commercial, industrial or multiple apartment structure shall be farther than **500 feet from an approved fire hydrant installation** (distances measured as fire hoses can be laid).

7.2.2 **Inside City - outside a City approved platted subdivision:**

- a. **Property depth to width ratio shall NOT exceed 15:1 (i.e., 300 feet deep, 20 feet wide), unless one of the following apply:**
 - 1. Property is **five (5) acres or greater**;
 - 2. Property has not been subdivided since **1957**.
 - 3. Variance has been approved by the applicable **City Board**.
- b. No service shall be available to any structure farther than **450 feet** from an approved fire hydrant installation (**300 feet on deadends or cul-de-sacs**). A mobile home shall be considered a structure.
- c. No commercial, industrial or multiple apartment structure shall be greater than **150 feet from an approved fire hydrant installation**, and no portion of said commercial, industrial or multiple apartment structure shall be farther than **500 feet from an approved fire hydrant installation** (distances measured as fire hoses can be laid).

7.2.3

Outside City - within City Extraterritorial Jurisdiction.

- a. Property depth to width ratio shall NOT exceed 15:1 (i.e., 300 feet deep, 20 feet wide), unless one of the following apply:
 1. Property is five (5) acres or greater;
 2. Property has not been subdivided since **1957**.
 3. Variance has been approved by the applicable **City Board**.
- b. If a main extension is required, no service shall be available to any tract of land farther than **450 feet** from a water main to which an approved fire hydrant can be connected (**300 feet on deadends or cul-de-sacs**).
- c. City Planning approval required (**see Section 9.5.1.1**).

7.2.4.

Outside City - Outside City Extraterritorial Jurisdiction.

- a. If a main extension is required, no service shall be available to any tract of land farther than **450 feet** from a water main to which an approved fire hydrant can be connected (**300 feet on deadends or cul-de-sacs**).
- b. **APPLICANT** must complete the **Request for Water Service (Exhibit X)**.
- c. County approval required.

7.2.5

Domestic and Sprinkler Connections Off Fire Service or Private Line (See Section 8.6) – The private fire line must have been installed under a **Customer-Owned Line Agreement**, requiring that the waterline be installed as though it were a public main conforming to **CAW Standard Pipeline Construction Specifications** with the development of preliminary plans, inspection of construction, as-built plans, a certification of compliance by an Engineer licensed to practice in the State of Arkansas. Applicant's Contractor must install the tap, service line, meter box and meter setter, and the applicant must assume responsibility to maintain the meter setting and waterline. Applicant also agrees to allow access by **CAW** to read and

maintain the meter. **CAW** will set the meter at half the normal connection fee.

- 7.2.6 **Private Water Line Service Agreement (Exhibit XII)** – If a property does not have frontage on an existing water main, a private water service line may be allowed under certain conditions, provided it is approved by **BOARD** and **APPLICANT** signs the Private Water Service Line Agreement and obtains a private easement for the water service line (see Contract for conditions).
- 7.2.7 **Easements** - as a condition of service. The property being served should not block or otherwise interfere with the completion of a water main grid or a water main on **CAW** master plan. The owner-developer shall grant to **CAW** easements necessary for the installation of these water mains.
- 7.2.8 **Un-subdivided acreage** - A layout of the structures receiving service must be filed with **CAW** Engineering Department. Additions or deletions to this layout must be posted with **CAW** within **30 days** of such alteration.

- 7.2.9 **Multiple Structures** - including mobile homes, rent houses, apartments, condominiums, commercial or industrial buildings. A single tract of land with multiple structures may be served with a single meter as long as requirements/conditions within this section are met and service is approved by the **Arkansas Department of Health, Engineering Division**.
- 7.2.10 **Layouts** - for **water main extensions** and fire services shall meet with the approval of the **Arkansas State Board of Health**.
- 7.2.11 **Off Premise usage or Reselling of Water** - In the event that a tract served by a single meter is later subdivided, the water main **must** be extended to all portions of any tract that requires service. The expense of this main is to be borne by the sub-divider of this property (see **Section 22.4**).
- 7.2.12 **Tracts Served by Multiple Meters** - Several meters may serve the same tract providing each connection meets the other provisions of the **Service Policy**. These meters are to be treated as separate services and will be billed separately. Normally the systems served should not be interconnected. If the systems served are interconnected, adequate means to prevent backflow are to be provided (see **Sections 22.4 & 25**).
- 7.2.13 **Service to Multiple Story Buildings** - Buildings of more than four stories shall have approved backflow preventers. These shall be installed beyond the meter installation prior to the first outlet and shall be maintained by the building owner (see **Sections 8.4, 25 & 26**).
- 7.2.14 **Transfer of Service** - A residential **CUSTOMER** already being served who wishes to move to another address at which service is available and who desires to discontinue service at the present location may handle this transaction by means of the telephone or by mail to the office of **CAW** (see **Customer Service Manual**).
- 7.2.15 **Deposit** - **CAW** shall collect a cash deposit for service which shall be maintained in a **Water Deposit Fund**. This deposit may be applied against any unpaid bills - water, garbage or wastewater (sewer), of the person making the deposit. Any balance left after paying the bills will be returned to the **CUSTOMER**. Deposits are transferable at the option of **CAW** when **CUSTOMERS** move from one address to another. Deposit may be refunded at **CAW's** option after establishment of a good credit rating (see **Schedule C and Customer Service Manual**).

8 - METERED CONNECTIONS (SEE SEC. 16 FOR FIRE SERVICE CONNECTIONS)

8-1 **Service Line Policy.** CAW's responsibility for maintenance will normally terminate at the meter. With the **EXCEPTION** of **service lines installed on fire services**, ownership of the service line is in **CAW** even though it may have been paid for or installed by others in whole or in part (**see Sections 8.6 & 18.5.3**).

8.1.1 The size of service will be determined by **CAW** based on pressure conditions in the area and needs of the **APPLICANT**. Normally the service connection shall not be as large as the water main to which it connects.

8.1.2 If a metered connection is allowed off a **Water Main** which is outside of and not adjacent to a public right of way (within an easement), **CAW** may have the option of:

- a. Requiring the **APPLICANT** to install the meter setter and meter box to **CAW** specifications (in this case the meter **only** would be set by **CAW** at a cost of one-half of the normal two lane connection fee). Maintenance would be by the **APPLICANT**.
- b. Installing the service. In this case, the **APPLICANT** must provide a suitable and accessible location for the meter within the easement and **CAW** will assume responsibility for the service up to and including the meter.

8.2 **Service Main.** The **APPLICANT** is required to pay a connection fee covering the cost for installation of the service line to their property. This would include the installation of a service line if one is not existing (if a **Water Main** is installed, service main for long side connections may be installed at that time). The cost of connections will not vary whether the connection is "**long side**" or "**short side**" or whether there is an existing service main. The cost **will** vary because of the width of the street, or if the **APPLICANT** wishes to have the service installed at another location than that desired by **CAW** (**see Section 18.1.2**).

8.3 **House Line.** The installation and maintenance of the house line is the responsibility of the **APPLICANT**. The work on premises' plumbing must be in accordance with the City and State Plumbing Codes. The house line is to be installed so that the termination at the curb will be suitable to **CAW** for connection to the service line (**CAW policy requires that the last four feet (4') of the house line be copper with iron pipe threads for connection**). **This line should terminate two feet (2') deep and two feet (2') in distance from the meter box.**

NOTE: CAW does not recommend the installation of galvanized piping.

8.4 **Pressure Regulators, Backflow Preventers, or Check Valves** - when required, shall be installed on the outlet side of the meter, outside the meter box and beyond any meter by-pass. **A pressure regulator is required if system pressure exceeds 80 psi (see Sections 25 & 26 and CENTRAL ARKANSAS WATER Cross-Connection Control Program).**

8.5 **Interim Service (see Exhibit XIII)** - may be furnished to the **APPLICANT** at the discretion of **CAW**. **If requested, the APPLICANT** must sign a contract and agree to the terms stated therein.

8.6 **Domestic/Sprinkler Service Off Fire Line or Private Line.**

8.6.1 Domestic/sprinkler service on fire or private service lines shall be allowed **only under exceptional circumstances. Under no circumstances shall a domestic service connection be allowed beyond the fire sprinkler service check valve and pumper connection.** If it is necessary for the domestic service to be taken from the fire service, the contractor shall bear the entire cost (less meter) of this installation. A connection charge based on the size meter installed will apply. The charge shall be one-half of the normal connection charge.

NOTE: Due to the Safe Drinking Water Act, CAW is responsible to assure the drinking water delivered to the customer meets all requirements of the Act.

8.6.2 The meter box, valves and fittings shall meet **CAW'S** plans and specifications. If a meter is to be installed off a new fire service, the fire service and meter setting are to be installed to **CAW'S Material and Construction Specifications, and inspected by an Engineer licensed to practice in the State of Arkansas.**

8.6.3 All meter installations shall have a cut-off on the inlet side. All meters, 1-inch and larger, shall have a cut-off valve near and on the outlet side of the meter. All 1-inch service lines shall have a corporation stop adjacent to the main line. All domestic meters **1½-inch and larger** shall have a by-pass connection, which shall be installed in accordance with **CAW'S** meter details.

8.6.4 No meter connection shall be made inside any building, fence or any place not accessible to **CAW** crews at all times.

8.6.5 No meter can be set until two acceptable bacteriological samples have been taken and tested by **CAW (see also Section 16.6).**

8.6.6 **CAW** retains ownership of the meter. All other facilities remain under the ownership of the customer.

8.7 **Service Through Fire Hydrants** - No water shall be taken from public or private fire hydrants (other than for extinguishing fires) except through a meter issued by **CAW** or after previous arrangements have been made with **CAW**. The charge for this service shall be as set forth in **Schedule A**. Any damage to the hydrant or to the meter, which results from misuse, or results from exposure to adverse weather conditions, shall be paid by **CUSTOMER**.

8.8 **Abandonment of Service Line**. Prior to the early 1990's, the Utility had the option of abandoning services that became inactive for at least one year or those that served an abandoned building that was torn down. There are also those services that are not replaced in new waterline projects where a structure does not exist. This section will address how those services are reactivated by the request of a new customer.

8.8.1 At the request of a new property owner, **CAW** will re-establish the service to a lot where service once existed but was abandoned for previously mentioned reasons. No costs shall be incurred by the customer except for normal service activation fees and/or deposit requirement.

8.8.2 Those services that were abandoned due to theft of water or at the request of the customer or property owner must pay the current fees to reactivate the disabled service in order to reestablish service to the property. If the person requesting service is a **new** property owner, 8.8.1 applies.

8.9 **Ground Wire Attachments**. **CAW** is not responsible for providing an electrical ground through water service equipment. **CUSTOMERS** are cautioned **not** to attach any ground wiring to plumbing. **CAW** may hold **CUSTOMER** liable for any damage to its property resulting from a ground wire attachment.

8.10 **Connection Charge**. This charge is payable one time only for each meter installation upon initial application. No connection charge shall be refundable after a meter is set. Title to the meter, meter box, lid, service line and extension of main shall vest in **CAW** (**unless off private line or fire service - see Sections 8.6 & 18.5.3**), and shall not be affected by payment of a connection charge (**see Section 13.2.7 and Schedule B**).

8.11 **Other Conditions**.

8.11.1 **CAW** policy is to not turn on service to any premise unless there is at least one adult person therein to see that all water outlets are closed. This requirement can be waived if **CUSTOMER** states, in writing, that **CAW** is relieved of all responsibility for damage by escaping water.

8.11.2 Water may be turned off at any vacant property whether ordered off or not, as soon as the vacancy is discovered.

8.12 **Sprinkler Standpipes.**

8.12.1 If requested by the **APPLICANT** at the time application for service is made, **CAW** will install a 3/4-inch standpipe with hose connection on the outlet side of the meter. This standpipe will be located immediately outside the meter box and will extend slightly above the ground surface. The fee for furnishing and installing the standpipe shall be as set forth in **Schedule B**. The fee applicable to the installation of the standpipe shall be paid, in advance, as is required of all other applicable fees. **CAW** shall determine the location for the meter and standpipe.

8.12.2 **APPLICANT'S Responsibility.** The **APPLICANT** is responsible for safeguarding the meter, meter box, piping and standpipe against damage during the construction period. **CAW** will not repair or replace standpipes damaged after installation. Further, the **APPLICANT** shall be responsible for payment of all water metered even though leakage may result from damage to the stand pipe or meter outlet connections.

8.13 **Temporary Construction Meters.** A temporary construction account shall include only those accounts involving service of a temporary nature for the purposes of construction where the meter is set on a **fire hydrant (See Section 8.7), blow-off or other appurtenances.** The **APPLICANT** will sign a contract for temporary water service (see **Exhibit XIV**). Any meter connected directly to a water main and set in a meter box will not be considered a temporary account and will be handled in accordance with standard procedures for regular accounts. Application for a temporary construction meter shall be made through the **New Service Department** and is subject to **rules and regulations in effect at that time (see Schedule C for "Meter Deposits"; also see "Customer Service Manual").**

8.13.1 Fire hose will not be issued (rented) by **CAW** for use on temporary meters. **CUSTOMERS** will provide their own hose.

8.14 **Private Line Replacements.** If a **CUSTOMER** served off a private line has, or installs, a water main which fronts their property and has their meter relocated to their property line, no connection fee will apply, including Capital Investment Charges and System Development Charges, however, the meter must be the same size. If a request for a different size meter is made, current **CAW** fees apply. **CUSTOMER** must pay the cost to employ a plumber to connect the houseline to a new meter location.

8.15 **Relocation of Meter(s).** On occasion customers request their meter to be moved to a different location than it currently sits due to driveway expansion, landscape, etc. CAW will relocate existing meters up to 10' at no cost to the customer except where crossing an asphalt or concrete surface requires excavation. Such surface repair costs shall be figured at current prices. Additional distances will require payment of current applicable new service fees.

9 - WATER MAIN/FACILITY EXTENSION

9.1 **General.**

- 9.1.1 **Arkansas Law (Act 186 of 1957 Annotated)** requires that any **Water Mains** installed, in areas that do not presently have service, are subject to **review, recommendation and approval by the appropriate PLANNING COMMISSION.**
- 9.1.2 Any person (**APPLICANT**) who requests the installation of water facilities must pay all costs connected with the installation except under certain circumstances where the installation includes facilities in excess of those required to serve the **APPLICANT'S** property, as determined by **CAW** (see **Section 10. - "Participation"**).
- 9.1.3 No facilities shall be installed prior to the **APPLICANT** entering into a written contract with **CAW.**
- 9.1.4 The information furnished herein is subject to change, may not apply under certain circumstances and is not binding upon **CAW.** **CAW** is not bound except by written contract. Blank contract forms are available at **CAW** office for each type of undertaking (see **Section 14**).

9.2 **Requirements.** A water main, **16-inch & smaller**, must lie in an easement or right-of-way adjacent to the parcel of property being served so that a service line being installed at right angles to the water line will reach the property. Otherwise, a water main extension is required (see **Section 7**).

- 9.2.1 Should a water main be adjacent to property which requires service but the main is not available or adequate in size, in the judgment of **CAW**, to provide the service required for the building, the water main policy will be applied as if no main exists. (see also **Section 7.1.4 regarding mains 20-inch and larger.**)
- 9.2.2 Unless **CAW** participates in the cost of installation (see Section 10), it will be necessary for the **APPLICANT** to pay the cost of the extension of an adequately sized water main to the property from a main on the distribution system, where an adequate capacity does exist. Where the property requiring service cannot be adequately served, as described in **Section 9.2.1**, it is considered that no main exists and a water main extension must be made before service can be provided.

- 9.2.3 **APPLICANT** will usually be required to install **services (long-side)** to serve **APPLICANT'S** property adjacent to the main being installed.

9.3 **Minimum requirements.**

- 9.3.1 Deadend mains which are designated to provide fire flows shall not be less than **8-inches in diameter (EXCEPTION shall only be allowed if hydraulic conditions warrant).**
- 9.3.2 The installation of mains **6-inches in diameter and smaller** shall be generally limited to residential developments as follows:
- a. **Last 300 feet or less at cul-de-sacs** where fire protection is to be available off mains 8-inches in diameter or larger.
 - b. Looped lines which connect to larger mains: minimum size shall be 6-inch where fire hydrants are or may be required. Length of 6-inch main shall not exceed **2,000 feet**; maximum length for looped mains smaller than 6-inch shall be **1,000 feet.**
- 9.3.3 The **APPLICANT** shall design facilities to support needed fire-flows, and **will** install hydrants as requested by the **Fire Department having jurisdiction (See Section 17).**
- 9.3.4 Water mains two (2) inch and three (3) inch nominal diameter shall be Pressure Class 250 PVC pipe in accordance with the CAW standard specifications.
- 9.3.5 Water mains six (6) inch nominal diameter and larger shall be Thickness Class 50 Ductile Iron pipe, cement lined, in accordance with the CAW standard specifications.
- 9.3.6 All other design, materials, and construction shall conform to the latest revision of the CAW standard specifications.
- 9.3.7 Outside the extra-territorial jurisdiction planning area of any incorporated city served by CAW, the pipe materials and water main design requirements shall conform to the current CAW standards for outside extra-territorial jurisdiction improvements.

9.4 **Exceptional Requirements.** It may be necessary for the **APPLICANT** to install additional facilities other than **Water Mains** (i.e. tanks and pumps) if hydraulics conditions warrant such.

9.5 **Approvals.**

9.5.1 All plans for the installation of water facilities are subject to the approval of the applicable planning jurisdiction (**Arkansas Law - Act 186 of 1957 Annotated**). Until approval is given by the applicable planning jurisdiction, no water main extensions, **either inside or outside the city** (except to serve previously approved subdivisions) will be allowed.

9.5.1.1 **"Approval of a development by the applicable Planning Commission constitutes approval of the city for water service to the property, including the installation of necessary water lines."**

9.5.1.2 Plans for **Water Mains 16" and larger** must be approved by the **Little Rock PLANNING COMMISSION** for those within the City of Little Rock and/or Extraterritorial Jurisdiction.

9.5.1.3 Plans which affect major streets and drainage must be approved by the City Public Works.

9.5.1.4 Plans that include extraordinary excavation may require an excavation permit.

9.5.1.5 Fire hydrant spacing requires approval from **the Fire Department having jurisdiction.**

9.5.1.6 Cut permits are required for all construction within city rights of ways. These permits must include barricade plans.

9.5.2 **County.** Work in County or within road right-of-way requires County Planning approval.

9.5.2.1 Permits are required for work within county right-of-way. (County requires bores - will not allow pavement cuts).

9.5.3 **Arkansas State Health Department.** All plans for the installation of water facilities are subject to prior approval (**Act 96, Arkansas Stat.**).

9.5.4 **Arkansas State Highway and Transportation Department.** All plans for the installation of water facilities within state rights-of-ways are subject to prior approval and permitting (must be submitted by CAW).

9.5.5 **Railroads.** All plans for the installation of water facilities within railroad rights-of-ways are subject to prior approval and permitting.

9.6 **Right-of-Way Requirements.** If adequate public right-of-way is not available for installation of water facilities, **APPLICANT** must furnish an easement acceptable to CAW. Also, if applicable (see **Section 9.5**), permits and/or utility consents may be required.

9.7 **Utility Locations.** Location of other utility facilities must be obtained from:

Entergy
Reliant Energy
Little Rock Wastewater Utility
Southwestern Bell Telephone Company, A.T.& T., Sprint, MCI, etc.
Texas Eastern
Comcast Cable
Other applicable agencies

Locations can be obtained by calling **One-Call at 1-800-482-8998.**

10 – PARTICIPATION, CAPITAL INVESTMENT CHARGES
(SEE SCHEDULE E AND EXHIBIT IV)

10.1 **General.** Under certain circumstances, **CAW** determines that it is in the public interest that distribution/transmission facilities be installed which have a capacity greater than that required for a particular tract or development. In such case:

- a. **CAW** may pay a portion of the installation cost; or,
- b. The **APPLICANT** may pay the additional installation cost; or,
- c. The **APPLICANT** and **CAW** may share in the additional installation cost.

10.1.1 All cost participation is subject to approval by the **BOARD** and commitments to participate shall not be made prior to such approval.

10.1.2 In the event budgetary constraints require limiting participation, priority shall be granted those extensions located within the city limits of Little Rock and North Little Rock.

10.1.3 **APPLICANT** will be notified of options available.

10.2 **Requirements for Participation.**

10.2.1 The following will be carefully considered in deciding when facilities are installed which merit participation.

- a. Minimum criteria for water facilities established by **CAW** (see **Section 9.3**);
- b. Type development proposed or anticipated within the general service area;
- c. Anticipated rate of development;
- d. Projected total demand (fire, domestic and irrigation);
- e. Hydraulic gradient and characteristics of system;
- f. **CAW** master plan for distribution/trans-mission facilities; and
- g. Budgetary constraints.

These considerations shall be applied to the general service area rather than a specific development or tract within the general service area.

10.2.2 If, after determining the size mains required for a tract or development in accordance with the above criteria, **CAW** desires to have larger mains installed, **CAW** may participate in an amount represented by the cost differential between the main sizes required and those installed subject to the following limitations:

10.2.2.1 Limited to mains which are intended to "pass through" the development to provide transmission capacity to another area.

10.2.2.2 Single-Family and Low Density Multi-Family Residential - limited to mains larger than 8-inches in diameter.

10.2.2.3 High Density Multi-Family, Commercial and Industrial - limited to mains larger than 12-inches in diameter.

10.2.3 **CAW** may pay the cost for:

10.2.3.1 **Last Lot:** Installing main necessary to extend from the point of termination of mains required to provide service (**in accordance with Section 7**) to all lots or tracts within a development, to the boundary of the development, if other improvements such as streets, storm sewers, sidewalks, etc. are extended (on both sides of the street) to the development boundary. In the case of phased development by a common development entity, the development entity will be required to make such extensions without cost to **CAW**.

10.2.3.2 Cost of installing mains across "gaps" which exist as a result of mains being extended to adjacent properties from opposite directions.

10.2.3.3 Other locations as may be determined by **CAW**.

10.2.4 The amount of participation will be determined by **CAW** based on whichever method described below yields the lesser amount:

10.2.4.1 Application of unit prices received by the **APPLICANT** in the case of facilities installed under a "**Contract for Water Facilities**" (**Exhibit II**).

10.2.4.2 Application of unit prices received by **CAW** or estimating prices used by **CAW** for constructing facilities of a similar nature.

10.3 **Other Participation.** In some cases there is a need for a water main as a part of **CAW** Master Plan. If this pipeline exceeds a reasonable cost to the **APPLICANT**, and if funds are available **CAW** may, on **BOARD** approval, move up the construction date if the **APPLICANT** makes an acceptable "**contribution in aid of construction.**" An extension made under these conditions will not require a contract, nor will refunds be made.

10.4 **Capital Investment Charge - Main.** Any **APPLICANT** requesting water service for property is served by an existing main, installed at the expense of any entity (other than the person which owned the property at the time the water main was installed), shall be required to pay a **Capital Investment Charge-Main**, if applicable. The Capital Investment Charge-Main is based on the size of the connection. (**See Exhibit IV**). However, if the property to be served is within the boundaries of an improvement district that participated in the cost of the main for which the charge would otherwise be levied, it shall not be applicable.

When a Developer installs a main at his expense that will serve property owned by others, with approval of the **BOARD**, he may be issued an Addendum to Establish Capital Investment Charge-Main in Conjunction with the Installation of Public Facilities in conjunction with that Contract for Water Facilities. This addendum will authorize collection of a Capital Investment Charge-Main for connections to facilities installed with those fees being reimbursable to the Developer for a period of ten (10) years. (**See Exhibit IV**).

10.5 **Capital Investment Charge - Area - Determination of Requirements.**

10.5.1 Any **APPLICANT** requesting water service for property which is benefited by an existing feeder (transmission) main placed in service after **July 1, 1972**, at the expense of any entity (other than the person which owned the property at the time the water main was installed), shall be required to pay a **Capital Investment Charge-Area**. However, if the property to be served is within the boundaries of an improvement district which participated in the cost of the feeder main for which the Capital Investment Charge-Area would otherwise be levied, it shall not be applicable.

Property served by an abutting main is hereby declared to be benefited by a feeder main lying within the following distances:

Diameter

Distance

16"	1/4 mi.
20"	1/2 mi.
24" or larger	3/4 mi.

10.5.2 A Capital Investment Charge-Area may also be levied to pay for improvements which CAW and/or a developer has made, or intends to make, in order to provide additional service within an improvement district or pressure system (i.e. additional pumps, increments of storage, and in some cases, 12" mains, etc.).

10.6 **Reimbursement to APPLICANT.** If, as a result of a contract with CAW, additional facilities are installed by some **other** entity, CAW may agree, in that contract, to reimburse **up to** the cost of the additional facilities. **BOARD** approval and execution of **Capital Investment Charge Addendum** are required (See Exhibit IV). The reimbursement may include:

- a. A certain amount per connection for each initial connection, based on the size of the connection (**Capital Investment Charge**) (See Exhibit IV).
- b. Application of unit prices certified by the engineer for the developer and received by CAW.
- c. Application of unit prices (used by CAW for constructing facilities of a similar nature (see Schedules E & F).

Total reimbursement to the other entity shall not exceed its participation in the cost. Furthermore, there shall be no reimbursement for connections made to facilities which are collected more than **10 years after the date of the contract**. **Reimbursement will not be made until project is complete and accepted by CAW** (see Section 12).

10.7 **Other Terms and Conditions.** The Capital Investment Charges shall not be an assessment against the property but its payment shall be a condition precedent, and a continuing condition, to the right of connection for water service where the charge is applicable. Failure of CAW to levy or collect the charge for any reason **prior** to connection and service shall **not** constitute a waiver of the charge unless the waiver is in writing and specifically authorized by the **BOARD**.

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12 - REFUNDS

12.1 **Services.** During the **first quarter of each year**, CAW shall prepare a statement showing the number of new service connections for which it has accessed Capital Investment Charges hereunder (**See Section 10 & Schedule E**); the statement shall show, also, the amount and type of Capital Investment Charges collected. Thereafter, those sums shall be paid to **APPLICANT**, without interest, subject to the following conditions and exceptions:

- 12.1.1 CAW reserves the right to amend its Capital Investment Charges rules in any respect and specifically reserves the right to abandon, increase or decrease charges. If a charge is increased, **APPLICANT** shall not share in the increase.
- 12.1.2 No monies shall be paid to **APPLICANT** unless actually collected by CAW.
- 12.1.3 No monies shall be paid to **APPLICANT** if the charge is declared to be unlawful.
- 12.1.4 If collection of any monies previously paid to **APPLICANT** is declared unlawful, **APPLICANT** shall refund any such payment to CAW promptly upon demand.
- 12.1.5 In no event shall monies collected more than ten (10) years after the date of the **CONTRACT** be paid to the **APPLICANT**.
- 12.1.6 In no event shall the monies paid to **APPLICANT** exceed the amount of **APPLICANT'S** participation in the cost of the water mains to be constructed hereunder.
- 12.1.7 The Capital Investment Charges payable to **APPLICANT** under the terms of the applicable addendum may be transferred or assigned by **APPLICANT** subject to the transfer and assignment provisions approved by CAW. No refunds will be made for connections to mains that are located within an easement unless the easement is adjacent and parallel to a road utilized for public travel.

13 - COST ESTIMATES

13.1 **General.** At the request of the **APPLICANT**, **CAW** will prepare a cost estimate for the facilities to serve the **APPLICANT'S** property. The **APPLICANT** must provide a plat or written description of the property to be served. This estimate is prepared without charge to the **APPLICANT** and is intended to provide an approximation of the cost of the facilities. The information may be prepared without an investigation in the field; the quantities shown are usually based upon map scale and may not be precise. Conditions in the field and increases in the cost of labor and materials may require changes in the description of the facilities and the estimate. A sketch or plat of the facilities will generally be provided with the estimate. If the **APPLICANT** desires a more detailed estimate, they should engage the services of an outside **ENGINEER** or **CONTRACTOR**.

13.2 **CAW Charges.** There may be charges for services performed by **CAW** as follows:

13.2.1 **General Engineering Services Fees.** For facilities installed under a "**Contract for Water Facilities**" (see **Exhibit II**) the **APPLICANT** shall pay **CAW** an amount determined from **Schedule F**. Fees include:

- Periodic inspection by **CAW** personnel.
- Bacteriological sampling.

13.2.2 **Capital Investment Charges** These charges may apply (see **Section 10 and Schedule D**).

13.2.3 **Special.** Other special charges may apply.

13.2.4 **Meter connection.** These charges will be per current schedule (see **Section 8.10 and Schedule B**).

13.2.5 **Special.** These charges will be per current schedule (see **Section 7.2.16 and Schedule C**).

NOTE: Service deposit does not apply to sprinkler meter connection as long as **APPLICANT** has a domestic service connection at the same premise.

14 - CONTRACTS - WATER MAIN EXTENSIONS

14.1 **Types.** There are two types of water main extension contracts which are described below. CAW shall determine which types of CONTRACT will be available to the APPLICANT based on: (1) cost of CONTRACT; and (2) work load of CAW forces. Regardless of the type contract selected, the APPLICANT must furnish easements, or rights-of-way, for the water facilities so there is no conflict with other existing or proposed facilities. The regulations of the Arkansas State Health Department specify that the minimum horizontal separation between water mains and sanitary sewers be **ten (10') feet**. If CAW decides that fee title to any property is required or that easements on private property are necessary, the APPLICANT must obtain, at their expense, the necessary conveyances in the name of CAW. If title certificates or abstracts of title are required by CAW, the APPLICANT must furnish them and pay all expenses incurred by CAW connected with title examination and preparation of conveyances.

14.1.1 **Regular Extension Contract (See Section 13.2.2 & Exhibit I):** CAW Prepares The plans and specifications and performs the work or contracts for the performance of the work. The APPLICANT must render payment to CAW, in advance, in the amount of the estimated construction cost. If this option is chosen, the APPLICANT is advised to execute the contract well in advance of the time service is required so that it may be scheduled with CAW construction crews. A cost estimate will be prepared by CAW before execution of the contract. The amount charged by CAW shall be considered "**payment in full.**" This type of contract is generally available for minor distribution facilities, and is subject to the availability of CAW forces.

14.1.2 **Contract For Water Facilities With Agreement For The Installation Or Adjustment Of Public Facilities By Developer (See Section 13 & Exhibits II and III):** Work performed by the APPLICANT or by the APPLICANT'S contractor. Detailed plans and specifications must be provided by the APPLICANT. The plans and specifications must conform to CAW material and installation requirements and, whenever the construction cost is estimated to exceed **\$10,000**, be prepared by a registered professional engineer licensed to practice in Arkansas. The **ENGINEER** must provide resident supervision of the work to assure compliance with the plans and specifications. All plans and specifications must be approved by CAW and other applicable agencies (see **Section 9.5**) prior to the start of construction.

15 - OTHER CONTRACTS AND AGREEMENTS

15.1 **General.** In addition to contracts covered in Section 14, CAW has the following agreements and addenda that may be entered into in conjunction with the Contract for Water Facilities:

- 15.1.1 **Addendum to Establish Capital Investment Charges in Conjunction with the Installation of Public Facilities (See Section 10 and Exhibit IV).** This addendum provides for the establishment of a fee to be collected when future connections are made to the facilities being installed.
- 15.1.2 **Agreement for Installation of Private Fire Hydrants - (see Section 17 and Exhibit V).** This agreement will be initiated for hydrants, within easements off of public water mains, installed on private property (excluding Cammack Village, which has a special agreement). They are classified in accordance with **Section 17**.
- 15.1.3 **Agreement for Installation or Modification of Private Fire Facilities (See Sections 8.6, 17 and Exhibit VI).** This agreement will apply when **APPLICANT** wishes to install private water lines, fire hydrants, pumper nozzles, sprinkler heads, etc., on **APPLICANT'S** property for the purpose of fire protection. With the exception of the valves and fittings connected directly to public water mains, **APPLICANT** shall own and be responsible for all facilities (including maintenance thereof) on private property.
- 15.1.4 **Service Agreement for Customer Owned Lines -** This agreement will apply when a meter is installed off a private fire line or other private lines (**See Section 8.6 and Exhibit VII**).
- 15.1.5 **Special Addendum to Contract** - An addendum that is specific to a particular project containing provisions not covered under the standard contract

15.2 **Other Contracts.** These may be prepared from time to time to fit special conditions. As an example:

- a. Interim Service Agreement - Exhibit XIII.
- b. Water Service Contract - Exhibit IX.

16 - FIRE SERVICE CONNECTION POLICY

16.1 **Availability.** Fire services shall be available if all **CAW** Service Policy requirements are met.

16.2 **Contract.** A "**Contract for Water Facilities with Agreement for Installation of Private Fire Facilities**" (**Exhibits II and VI**) must be signed. The **APPLICANT** shall submit fire service plans for approval and sign contract.

16.3 **Review & Approval.** **CAW** and the **Fire Department having jurisdiction** will review plot plans on commercial, industrial, or multiple apartment/condominium layouts to determine the location for on-site hydrants and fire protection systems. Approved fire service layouts cannot be altered, abandoned or added to without prior written approval of the **Fire Department having jurisdiction.**

16.4 **Size.** The maximum size of a fire service connection shall be one size smaller than the street main size unless hydraulic conditions will allow for a full size connection.

16.5 **Domestic & Lawn Sprinkler Connections off Fire Service - see Sections 8.6 & 18.5.3.**

16.6 **Bacteriological Sampling** - is required (see **Section 8.6.5**). The **APPLICANT** shall be responsible for the furnishing of the sample point(s). Negative samples taken on two (2) **successive days** and tested by **CAW's** Laboratory are required, and will be paid for by the **APPLICANT** (see **Schedule B**). The **APPLICANT** shall be responsible for the operation of these outlets.

16.7 **Pump/Storage Installations.** Details and specifications on all pump/storage installations (fire and/or domestic) shall be submitted to **CAW** for approval. The domestic pump capacity shall not exceed the meter capacity (see **Section 18.5.4**).

16.8 **Tapping.** As a convenience to the **APPLICANT**, if requested, **CAW** will furnish and install the tapping sleeve and valve, and tap the water main. Prices are given for labor, equipment and material chargeable to each size tap (see **Schedule E**). The prices for labor include that labor required to install the tapping sleeve and valve and tap the water main. Equipment prices include the necessary equipment to transport tapping sleeve, tapping valve and tapping equipment to the excavation site. The material prices include the tapping sleeve, tapping valve, valve box & grout as required for the installation of tapping sleeve and valve.

16.8.1 Prices **do not include** such items as: (1) cost of securing the necessary permits, such as City, State, Highway and Railroad crossing permits; (2) excavation of the tapping hole; (3) shoring, protection and/or plating of the hole; (4) equipment necessary to lift the tapping equipment into and out of the excavation; (5)

concrete blocking of the sleeves, saddle and/or valves., as required; (6) backfilling of the excavation and proper installation of valve boxes and valve stem extension pieces, as required; (7) restoring of special surfaces; and (8) testing and sterilization.

16.8.2 The standard price **does not** include **Capital Investment Charges (see Section 10)**. A legal description shall be given **CAW** to determine the amount of these extra charges, if any.

16.8.3 Approval of plans and notification are required, even if the **APPLICANT** desires to make his own tap. In this event, the **APPLICANT** will be charged for inspection of the tap to be paid **at the rate established in the contract (See Schedule B)**.

16.9 **Private Hydrants Off Public Mains** - (see Section 17).

16.10 **Plans.** Plans for on-site fire protection must be submitted to **CAW**, for approval, **well in advance** of the tap being made. **As-built** plans of the fire protection system, including any alteration, addition or deletion must be submitted to **CAW** immediately after completion of the work.

16.11 **Inspection.** **CAW** reserves the right to inspect the fire protection system at any time. Any deficiencies found by these inspectors shall be corrected **within thirty (30) days of notification by CAW**.

16.11.1 The **OWNER** shall have a reputable fire protection service contractor check the system **annually in accordance with NFPA Standards**. A certificate of each test shall be promptly submitted to **CAW** and the **Fire Department having jurisdiction**.

16.12 **Operation.** Unmetered fire protection systems and fire hydrants shall be used for fire protection purposes **only**. Fire lines, fire hydrants, valves and backflow prevention devices shall be maintained in good operating condition and free of leaks.

16.13 **Disconnect and Penalty** - see Section 22; also see Customer Service Manual. Failure of the **OWNER** to comply with any of the above provisions shall be cause for disconnection.

16.13.1 If water is being used off the fire protection system for other than fire protection purposes, whether willfully or accidentally, **penalties** may be assessed in an amount determined by the **BOARD**.

16.13.2 If visible or detected leaks are not repaired within thirty (30) days, the above penalties may be assessed.

16.14 **Cross Connection Control Program.** APPLICANT shall comply with all provisions of **Central Arkansas Water Cross Connection Control Program**

17 - HYDRANTS

17.1 **Requirements.** If the installation of:

- (a) **a public fire hydrant (see Section 17.2.1); or**
- (b) **a private fire hydrant (see Section 7.2.2),**

is requested by the **Fire Department having jurisdiction**, the **APPLICANT** shall make provisions for the installation of said hydrant in accordance with plans approved by **CAW**.

A contract is required for assessment of necessary charges for private fire hydrants (**see Exhibits V & VI; also see Sections 15.1.2 & 15.1.3**). There is an annual availability charge for "**V**", "**X**" and "**P**" hydrants to be paid for by **APPLICANT**. There is also an annual maintenance charge for "**P**" hydrants. Maintenance of "**V**" or "**X**" fire hydrants shall be by contracting party, as described in **Section 16.11.1**.

17.2 **Classification.** All fire hydrants connected to the water system fall under one of the following categories.

17.2.1 **Public Fire Hydrants (Prior to 1965 - All hydrants installed inside City of Little Rock were given public hydrant numbers.)**

- (a) **Inside City Limits - "#"**. Public fire hydrants are installed in, or adjacent to, public rights-of-way. These are requested by the **Fire Chief having jurisdiction, (See Section 7.2)**. The maintenance of all public fire hydrants is done by **CAW**.
- (b) **Outside City Limits - "F" or "#"**. Public Hydrants are also are installed in, or adjacent to, public rights-of-way. These are requested by the **Fire Chief having jurisdiction, (See Section 7.2)**. The maintenance of all public fire hydrants is done by **CAW**. (New Outside City Public Hydrants are assigned a "#" number.)
- (c) **Cammack Village - "C"**. These are Public Hydrants that are located within, or adjacent to, public rights-of-way in the **City of Cammack Village**. The maintenance of all public fire hydrants is done by **CAW**.

17.2.2 **Private Fire Hydrants - "P"**. These hydrants are installed on private property and **are** maintained by **CAW** and are hydrants that the general public **may or may not** benefit from. They are

installed off a public main laid in a **CAW** or utility easement on that private property. This hydrant must be valved. **There is an annual charge, including a maintenance charge, for this type hydrant.**

17.2.3 **Private Fire Hydrant "V" OR "X"**. These hydrants fall under two categories:

- a. **"V"** - a private hydrant connected to a public main but located on private property (not available to the general public, i.e., behind a fence); and **OWNER** signed no maintenance; or
- b. **"X"** - on a fire service belonging to the individual, business or institution.

17.2.4 **Blow-Off Fire Hydrants - "B"**. These hydrants are installed on water mains for the exclusive use and benefit of **CAW**.

17.3 **Spacing of Fire Hydrants.** Spacing of hydrants shall be in accordance with **Section 7.**

17.4 **Placement of Fire Hydrants.** Fire hydrants shall be placed in accessible positions (**2 to 9 feet from edge of pavement or, if necessary, a driveway**). (These locations shall be approved by the **Fire Department having jurisdiction**). Fire hydrants are placed on lot lines where this is practical, particularly in residential areas.

18 - METERS - METERING

18.1 **General.** The plumbing system on the **CUSTOMER'S** premises must meet the State and City Plumbing Codes (see **Sections 7 & 8**). Since **CAW** has no inspection service to determine that the piping does meet the codes, it shall require, as a condition of setting a meter to serve a location for the first time, certification by the **City's Plumbing Inspection Department** that the plumbing meets the required codes.

18.1.1 **Requirements of Plumbers.**

18.1.1.1 All plumbers must be licensed by the State.

18.1.1.2 Permits - plumbers apply for permit at City Public Works Division, Plumbing Division, and the blue copy of the permit is sent to **CAW**. Address on the permit must be the same as on application for connection submitted to **CAW** by prospective customer.

18.1.2 **Location Requirements.** Location of the meter shall be in an accessible and non-hazardous place, as determined by **CAW**, and is usually at the street. If the **APPLICANT** wishes to have the meter installed at another location (**See Section 8.2**) and there is an adequate main available at that location, charges will include the normal new service fees plus our current charge for a tap (depending upon main size).

18.2 **Metering of Premises.**

18.2.1 **General Requirements.** Size of meter shall be determined by **CAW** commensurate with the estimated demand. Commercial and industrial **APPLICANTS** shall submit a fixture count or maximum demand when requesting a meter. As a general rule, no meter larger than **3/4-inch** shall be available off a **2-inch main**.

18.2.2 **Sub-metering** of water, for the purpose of reselling, by a **CUSTOMER** is prohibited (**See Section 7.2.12; also Sections 22 & 29**), except as allowed in **Section 29**.

18.2.3 **CUSTOMER** shall not have on premise any water piping connection, apparatus or device which prevents water meter or meters from registering or recording properly.

18.2.4 If a **CUSTOMER'S** meter is found unreadable or non-registering, procedures outlined in **Customer Service Manual** shall apply.

18.3 **Temporary Service (See Section 8.13 and Exhibit XI).** Meters will be set off of a fire hydrant, blow-off, or other appurtenance, with cost to be paid by **APPLICANT**.

18.4 **Sprinkling Meters.** Maximum meter size for lawn sprinkling will depend on:

- a. size of main
- b. size of service
- c. system pressure

Water used through this separate meter does not carry the **Wastewater Utility charge (sewer)**.

NOTE: **Special backflow prevention is required by the State Plumbing Code (see Sections 8.4 and 8.12).**

18.5 **Other.**

18.5.1 Relocation of a meter on public property or in an easement, if done for the convenience of the **CUSTOMER**, will be done at **CUSTOMER'S** expense.

18.5.2 **Adjustment.** **CAW** will adjust the grade on any meter box or valve box at no cost to the **CUSTOMER** when given **48 hours notice of intent to place concrete.**

18.5.3 Installation of meter off fire service (**See Section 8.6**). In some cases where a large pipe line is installed by the **APPLICANT** for private fire protection service, the meter may be installed off the fire service, at option of **CAW**, and according to **CAW specifications**, and at **APPLICANT'S** expense. Service lines, boxes and meter setters will be installed by **CONTRACTOR**. A **Service Agreement for Customer Owned Lines** must be executed (**Exhibit VII**).

18.5.4 Details on all pump/storage installations shall be submitted to **CAW** for approval. The domestic pump capacity shall not exceed the meter capacity, nor reduce the system pressure below **35 psi**.

19 - CONSERVATION OF WATER

19.1 **General.** For the purpose of conserving the supply of water available for distribution during emergencies and/or peak loads, **CAW** shall have the right to require each and every **CUSTOMER** to comply with such limitations and restrictions as to hours, days or periods for use of water in sprinkling or irrigating purposes, or any use not essential to the health and general welfare of the people.

19.2 **Discontinuance for Violation** - (see **Section 22.4**). **CAW** shall have the right, upon refusal of any **CUSTOMER** to comply fully with the above limitations or restrictions, to immediately discontinue all service and furnishing of any water for any purpose until **CAW** is assured of compliance therewith.

20 - INFORMATION AVAILABLE TO CUSTOMERS

20.1 **General.** CAW shall furnish to CUSTOMERS, during regular office hours, any reasonable request for information regarding service rendered, including, but not limited to:

- 20.1.1 **Water Service Policy.** Copy available in CAW office for CUSTOMER'S examination.
- 20.1.2 **Characteristics of Water.** Chemical analysis and pressure information.
- 20.1.3 **Rates.** A copy of current rates for water service rendered to CUSTOMER.
- 20.1.4 **Reading Meters.** Information about method of reading meters.
- 20.1.5 **Bill or Consumption Analysis.** Statement of CUSTOMER'S account of consumption for immediate past period, not to exceed one (1) year.
- 20.1.6 **Maps of Distribution System.** Available to public for location of existing CAW facilities.
- 20.1.7 **Customer Service Information Booklet.** Miscellaneous data for customer.
- 20.1.8 **Customer Service Manual.** Copy available in CAW office for customer's examination.
- 20.1.9 **Central Arkansas Water Cross Connection Control Program.** Copy available at CAW Office and on our website (www.carkw.com).

Charges (cost to produce) shall be applicable to some information.

21 - BILLING (SEE ALSO CUSTOMER SERVICE MANUAL)

21.1 **Billing Period.** All charges for service on regular accounts will be rendered monthly. Meter readings will be made as nearly as practicable **thirty (30) days apart**.

21.2 **Estimated Bill.** If for some reason **CAW** is unable to obtain a reading due to (1) failure of meter to register properly, (2) inability of **CAW** to gain access to read meter, (3) meter being tested or repaired, or (4) meter is covered or concealed, the **CUSTOMER** will be billed on estimated consumption (shown on bill as "**EST**").

21.3 **Payment.**

21.3.1 **Discount.** Water bills must be paid **on or before date shown** to obtain "**net rate.**" Failure to receive bill will not release **CUSTOMER** from payment. Should final date at the **net rate** fall on **Saturday, Sunday or a holiday** when office is closed, the next business day will be held as the last day to obtain **net rate**.

21.3.2 **Other Charges.** Other charges included on the water bill may be sewer service and sanitation charges, taxes and improvement district charges. These charges are billed and collected at the request of the agency concerned for efficiency and economy. Any question or complaint regarding these charges should be directed to that agency and **not CAW**.

21.4 **Service Charge.**

21.4.1 **CAW** may add to one of the subsequent water bills issued, a "**service charge.**" This charge shall be applicable when (1) account is activated (this includes a sprinkler meter turn-on charge); (2) transfer of account to another address; (3) service has been discontinued for a period of time; (4) **CUSTOMER'S** name is changed; and (5) meter has been turned off or reset to enforce payment for service. For charges, see **Schedule B (see also Customer Service Manual)**.

21.5 **Collection Charge.** When **CUSTOMER'S** account becomes delinquent, an effort is made by a **CAW** representative to collect amount due prior to turning water off (**see Schedule B**).

21.6 **Turn-on Charge.** If **CUSTOMER** requests that we turn a meter on, there is a charge (**see Schedule B**).

21.7 **Adjustments.** If **CUSTOMER** believes that their meter is operating incorrectly, we will test the meter. If the meter is found to be inaccurate, **CAW** will make an adjustment in

the amount of the bill. If the meter is operating correctly, the **CUSTOMER** will be charged a **meter test fee** (see **Schedule B**).

21.8 **Miscellaneous Charges.** Other miscellaneous charges may apply in certain situations (see **Schedule B**).

21.9 **Special Accounts.** Special accounts, such as fire hydrant or fire service contracts (see **Exhibits V, VI, and Schedule A**), are billed in accordance with an agreement with the **CUSTOMER**, and at the option of **CAW**.

22 - DISCONTINUANCE OF SERVICE (SEE ALSO CUSTOMER SERVICE MANUAL)

22.1 **Customer-Requested Discontinuance.** Water service will be turned off on the date requested by **CUSTOMER**, excepting **Saturday, Sunday and holidays**, provided **sufficient advance notice is furnished to CAW**. The **CUSTOMER** is responsible for all service rendered to their premises until **CAW** has received sufficient notice to terminate such service.

22.2 **Notification (see Customer Service Manual).**

22.3 **Non-Payment.** **CAW** will discontinue service (domestic, irrigation or fire) for nonpayment (see **Customer Service Manual**).

22.3.1 **CAW** recognizes the importance of non-discriminatory billing and collection procedures to ensure that each **CUSTOMER** pays for the service rendered. Failure on the part of **CUSTOMER** to pay his share of the cost of service necessitates that this cost be subsidized by other **CUSTOMERS**.

22.3.2 Discontinuance of water service is considered a final phase of the collection procedure and is never instituted without sufficient notification.

22.4 **General.** **CAW** shall have the right to discontinue service or refuse to connect service for a violation of, or failure to comply with, any provision of the following:

22.4.1 These guidelines governing water service (see **Sections 7 & 8**), including Schedule of Rates and Charges (see **Schedule A**).

22.4.2 Any contract or application for service.

22.4.3 Payments due **CAW**, including any required deposit (see **Schedule C**).

22.4.4 **Conservation of Water** - (see also **Section 19**). Failure of **CUSTOMER** to repair leak on premise of customer owned domestic, irrigation or fire service in a reasonable **time (not more than 30 days)**, may result in termination of service. Such right to discontinue service shall apply to all service received through a single tap or service even though more than one **CUSTOMER** is furnished water therefrom (see **Section 7.2.10 - Multiple Structures**).

22.4.5 **Cross Connections.** **CAW** will discontinue service to a **CUSTOMER** if cross-connections are found or if required annual

testing on backflow preventions are not performed (see **Section 25**).

- 22.4.6 **Off Premise Usage.** Transportation of water from service address to another parcel (see **Section 7.2.11**).
- 22.4.7 **Reselling of Water.** Metering water for the purpose of resale is prohibited, except as provided in **Section 29**.
- 22.4.8 **Other Reasons.** CAW will discontinue service to a **CUSTOMER** who attempts to prevent or avoid proper meter registration; or when instructed to do so by the **Arkansas State Health Department**. Termination will not relieve the **CUSTOMER** from any minimum or guaranteed payment.
- 22.4.9 **Billing.** If for any reason service is discontinued before the expiration of **one (1) month from commencement of service**, a bill for at least **a minimum charge for one (1) month will be rendered**.

23 - TAMPERING - WATER FACILITIES

23.1 **Tapping Mains – Polluting Water - Penalty.** **Arkansas Code Annotated 18-15-607.** "Tapping of mains and supply pipes, nuisance and pollution prohibited. If any person shall tap the mains or supply pipes of any water plant or company without first obtaining the permission of the proper city authorities, corporation, or owner of the water plant; shall commit nuisance in or near the impounding dams, or reservoirs, of any water plant; or shall pollute the water or affect its wholesome qualities, he shall be deemed guilty of a misdemeanor and fined for each and every offense in **any sum not exceeding one thousand dollars (\$1,000).**"

23.2 **Tampering.**

23.2.1 Any person who unlawfully, willfully or maliciously defaces or destroys any reservoir, machinery, pipes, hydrants, meters, meter boxes, lids or any other fixtures, properties or supplies belonging to CAW shall be prosecuted by CAW.

23.2.2 No person shall operate any of CAW facilities (**stop cocks, valves, hydrants, spigots, etc.**), **without permission** from CAW.

23.2.3 No faucet or hose shall be connected directly to a meter coupling.

24 - MAINTENANCE/DAMAGE TO FACILITIES24.1 **Maintenance.**

24.1.1 **Mains.** Maintenance of the water main is the responsibility of CAW. This is done at CAW expense except in those cases provided for by contract.

24.1.2 **Irrigation and Domestic Service.** Responsibility for maintenance of the service line, off public mains, rests with CAW. When meters are located off public mains, CAW's responsibility for maintenance will terminate at the meter tail-piece (outlet). (see Section 8.1.2). Service lines serving meters off of fire services will be maintained by the Customer (See Exhibit VII).

24.1.3 **Meters.** The meter is furnished, owned, installed and maintained by CAW. CAW makes periodic tests of its meters to insure accuracy of registration and may replace meters from time to time.

24.1.4 **Hydrants.** Maintenance of all public hydrants is done by CAW. Private hydrants (if off a PUBLIC WATER MAIN) may be maintained by CAW, under contract, or by the APPLICANT (see Sections 15.1.2, 17, Exhibit V and Schedule A).

24.1.5 **Other Facilities.** All other public water distribution facilities such as valves and valve boxes are the responsibility of CAW.

24.2 **Damage.**

24.2.1 When any person, corporation, contractor, utility, or governmental entity damages service lines or water mains and appurtenances due to negligence or error on their part, they shall be liable for the cost of repair or replacement (see Section 8.12.2, and Exhibits II & III).

24.2.2 A CUSTOMER allowing their hot water system to overheat and forcing hot water back to the meter causing damage will be billed for repairs.

24.2.3 A CUSTOMER removing a lid from the meter box shall be assessed damages due to accidents, or a frozen meter.

25 - CROSS CONNECTIONS

25.1 **General.** CAW recognizes its responsibility to provide its **CUSTOMERS** with water that is safe under all foreseeable circumstances. In doing this, the utility must protect the distribution system from hazards originating on the premises of **CUSTOMERS** whose actions may degrade the quality of water in the system. In an effort to protect the system, the utility is mandated by the **Arkansas State Department of Health** whose authority extends onto the **CUSTOMER'S** premises, and the **Plumbing Inspection Department** having jurisdiction in the enforcement of the State Plumbing Code. These adopted guidelines are included in the **Central Arkansas Water Cross Connection Control Program**. Provisions contained in this program are regulated by **Arkansas Act 96 of 1913, as amended, and Arkansas State Plumbing Law, Act 200 of 1951, as amended.**

25.2 **Standards & Guidelines.** In addition, CAW has developed certain standards and guidelines which prevent cross-connections, potential cross-connections and backflow from the **CUSTOMER'S** premises.

- 25.2.1 All connections to the distribution system belong to and are controlled by **CAW**.
- 25.2.2 As a condition of setting a meter to serve an **APPLICANT**, certification of the **Plumbing Inspection Department having jurisdiction is required (see Sections 7.1.6, 8.3 and 18.1.1).**
- 25.2.3 All meters are owned and controlled by **CAW**.
- 25.2.4 The **CUSTOMER** shall not install or place anything in the meter box. This includes, but is not limited to, backflow prevention, cut-off valves and pressure regulators.
- 25.2.5 If there is an **auxiliary water source** (such as a well) on the property, **special requirements apply.**
- 25.2.6 **CUSTOMERS** will allow the inspection of their premises by **CAW** when a situation which could be detrimental to water quality is suspected.
- 25.2.7 Backflow preventers, acceptable to the **Arkansas State Health Department, Division of Plumbing**, will be installed when:
 - a. There is more than one connection of the **CUSTOMER'S** system to the distribution system;

- b. service is provided to buildings of more than four (4) stories, including but not limited to hospitals, mortuaries, nursing homes, medical clinics and animal slaughtering operations, waste water treatment plants and other facilities as determined by **CAW**;
- c. an industrial/commercial user produces a product or uses a process that could affect the water supply;
- d. any sprinkling system other than a domestic sprinkler meter with a **CAW** installed standpipe (see **Sections 8.12 and 18.4**); and
- e. non-potable additives may be introduced into the fire service line.

26 - PRESSURE

26.1 **General.** Consumers shall agree to accept such conditions of pressure or service as may from time to time exist, and to hold the **BOARD** harmless for any damage caused by high, low or fluctuation in pressure, nor is **CAW** required to adjust any bill for these reasons.

26.2 **Normal Pressure.** **CAW** attempts to maintain **35 psi at the meter under normal circumstances**, therefore, pumped systems will sometimes be required to maintain adequate pressure.

26.3 **Pressure Regulators.** Where the pressure **exceeds eighty (80) pounds per square inch**, the **CUSTOMER**, for his own protection, should install a pressure regulator, strainer and relief valve; the regulator should be set for pressure desired by **CUSTOMER** (see **State Plumbing Code**). The installation and maintenance of such valves are by and at the **CUSTOMER'S** expense (see **Section 8.4**).

27 - INTERRUPTION OF SERVICE

27.1 **General.** The **BOARD** will endeavor to furnish continuous water service, but does not guarantee any fixed pressure or continuous service.

27.1.1 **Notification** - It is the intent of **CAW** to notify its **CUSTOMERS** of the necessity of shutting off water service when making planned repairs or improvements. However, in the operation, maintenance, repair, improvements or extension of **CAW** facilities it may become necessary to shut off water service, without notice.

27.1.2 **Liability.** The **BOARD** shall not be liable for any damages for such interruption of service or for damage from the resumption of service without notice.

28 - EXCESS USAGE

28.1 **Leakage.** It is a policy of **CAW** to make a voluntary re-read of the meter when usage appears to be appreciably out of line with past usage, and to advise **CUSTOMER**. **CAW** makes no guarantee to point out possible leakage, but will make an inspection of **CUSTOMER'S** premises when requested.

28.2 **Resizing of Facilities.** If consumption records indicate excessive usage and no leakage is present, **APPLICANT** will be required to improve facilities and/or increase the meter size in order to operate within accepted limits.

29 - RESALE OF WATER

Resale of Water. Wholesale **CUSTOMERS** have contracts for resale of water (**Bryant, Jacksonville, etc.**). **CUSTOMERS** receiving domestic water service from **CAW** may not allow water to be taken through their service for any other property. Sub-metering of water on the same property falls under the control of the **Arkansas Department of Health**.

30 - SALE OR LOAN OF MATERIALS

30.1 **Sale of Materials.** In emergency cases, sale of materials to other municipalities is authorized. Sale of materials to others (contractors, developers, etc.) shall be governed by CAW per the following criteria:

- 30.1.1 Having the material on hand and not having an immediate need for the item requested.
- 30.1.2 Materials are not available from local vendors within a reasonable period of time; or
- 30.1.3 An emergency exists or failure to obtain materials will impose an unusual hardship; or
- 30.1.4 Materials are to be used for the construction of CAW facilities or facilities which will become the property of CAW; or
- 30.1.5 Internal approval process in place at the time.

30.2 **Charges.** The selling price of materials sold under any circumstances shall be the current replacement cost to CAW, including shipping cost, the handling charge, annually updated, by Accounting, **plus five percent (5%)**.

30.3 **Loan of Materials.** The loan of materials shall be limited to emergencies or other extreme circumstances.