

## Grand Prairie Bayou Two PWA Wastewater Policy and Procedures

### Section 1 Description:

The purpose of these Policy and Procedures is to establish uniform and non-discriminatory regulations, policies, standards and utility fees for the proper administration of the Grand Prairie Bayou Two PWA utility district and service area. The rate, fees and charges, and other policies and procedures adopted by the Board of Directors of the PWA County may be amended from time to time.

### Section 2 Definitions:

- 2.1 Applicant - A person or entity that applies for utility service from the Utility and executes a Contract for Service with the Utility.
- 2.2 Collection System – The network of sewer lines that receive and transport wastewater from the customer to the treatment facility.
- 2.3 Contractor/Homeowner – A resident owning a non-commercial building or property.
- 2.4 Customer - An Applicant which has contracted to receive utility services from the Utility and is financially responsible for the payment of all charges legally assessed by the Utility with respect to that particular connection to the Utility's Utility Facilities. Customer also refers to the actual user of these utility services if different from the Applicant.
- 2.5 Grand Prairie Bayou Two Public Water Authority (GPBTPWA) – The sewer collection system, treatment facilities, operational equipment, and staff of the Wastewater Utility under the jurisdiction of the Grand Prairie Bayou Two PWA Board of Directors, hereinafter referred to as the "Utility".
- 2.6 Manager – The person chosen by the GPBTPWA Board of Directors as the individual responsible for managing the Utility.
- 2.7 Treatment Facility – A facility which treats the wastewater for discharge into a receiving stream under the requirements of the Environmental Protection Agency (EPA).
- 2.8 Utility - A publicly or privately owned company or legal entity that provides to its customers utility products and/or services. Such products may be gas, electricity, water, etc.; and such services may be utility transportation systems, stormwater management systems, wastewater treatment and disposal systems, etc. In these Policy and Procedures the use of this word will be restricted to Grand Prairie Bayou Two Public Water Authority, an entity that currently supplies wastewater products and services to its customers.
- 2.9 Utility Representative – The individual employed by the Utility and authorized by the Manager to engage in the installation or repair of service or sewer mains and holds a current license in the state of Arkansas to install utility lines.

### Section 3 Application:

- 3.1 Written and signed applications for service are required to receive sewer service from the Utility. Utility service will be furnished upon the acceptance by the Utility of a written application from sewer service, as evidenced by written acknowledgment by the Utility. Submittal of an application for service by a Customer represents the Customer's agreement that it is bound by the provisions of these Policy and Procedures, and each Customer acknowledges and agrees that the Policy and Procedures applies to each Customer as a condition to Customers initially receiving and continuing to receive sewer service from the Utility,
- 3.2 Extensions of sewer service to a property shall be governed by the Policy and Procedures.

### Section 4 Fees for Service:

- 4.1 There will be a \$425.00 non-refundable fee for the connection of service to the Utility's collection system. Said fee is payable upon acceptance of application by Utility.
- 4.2 The Customer/Contractor will be responsible for the sludge tank inspection hatch to stay maintained at finished grade of property at all times. Additional fees will apply if hatch extensions become necessary.
- 4.3 Upon service activation, the Customer will be billed and is obligated to pay a minimum monthly fee of \$40.00 for service availability, whether or not consumption has occurred. Once utility service to a property is initiated, the minimum monthly fees will continue to accrue against the property, notwithstanding intermittent service termination(s) of Customer(s) on the property. The Customer will also be billed and is obligated to pay monthly charges for the amount of utility service consumed with charges as follows:
- over 10,000 gal - \$4.50 per thousand
  - all over 15,000 gal - \$5.00 per thousand

### Section 5 New Installations:

Applicants desiring Wastewater service to a property not previously receiving the utility service (or in cases where the utility service was previously permanently disconnected) should proceed as follows:

- a. Ascertain from the Utility that there is Wastewater service available within a reasonable distance to their property.
- b. Apply in person to the Utility for Wastewater service, and pay applicable fees/charges. As applicable, submit a set of plans and proposed utility demand.
- c. Sewer Service Lines will be installed at pre-determined points established during construction of wastewater lines. If Customer/Contractor changes point of connection to sewer, there will be a \$200.00 additional charge. Additional charges will apply IF lines have to be installed under driveways. Septic Tanks must be set no further than 10 feet from house. There will be a \$6.00 per foot charge for tanks set further than 10 feet without approval.
- d. Customer/Contractor must provide electrical panel box containing 2-20 amp breakers for wastewater equipment. Panel box must be fed by a 30 amp 220 volt circuit. Box must be located on outside wall where wastewater stub-out is located. Panel box must be installed prior to wastewater equipment installation. All electrical must be properly grounded.

e. The Customer is responsible to obtain any needed permits associated with the building or development of the property, and to connect his plumbing to the Point of Service, as determined by Utility, at his/her cost. Final finish grade must be established prior to tank being set. Additional charges may apply if grade is changed after tanks are set.

**Section 6**     Mandatory Connection:

All buildings (non-residential and residential) with plumbing within its service area will be eligible to be served by Grand Prairie Bayou Two ("GPBT") for both sewer and water. Connection to GPBTPWA sewer is required when a customer has water service from GPBT and a sewer line is available. Under the current policy, available generally means a property is within 500 feet of any part of GPBTPWA's collection system.

**Section 7**     Billing Cycle:

- 7.1     A billing cycle shall consist of approximately one month dependent upon weather, holidays, access to meters, work force availability, etc. All water meters will be read on a monthly basis with billing performed on a monthly basis.
  
- 7.2     A utility bill will be mailed to the Customer every month. The Utility must receive payment by the bill due date to insure proper credit to the account prior to the next bill. Non-payment prior to the beginning of the next billing period shall result in the unpaid amount being carried forward as a past-due balance. Bills will be rendered monthly and shall be considered as received by the Customer when mailed to their service or mailing address, as requested by the Customer. Non-receipt of bills by the Customer does not release nor diminish the obligation of the Customer with respect to payment thereof.
  
- 7.3     An estimation of a Customer's monthly bill may occur from time to time, such as with, or due to a disaster or technical issues.

**Section 8**     Delinquent Accounts:

A Customer who has not paid a prior month's bill and whose subsequent month's bill shows a past-due balance is considered delinquent and will incur past-due fees. A past-due balance consists of the previous bill balance less credit adjustments and payments. Payment of the past-due balance must be received at the Utility's office on or before date shown on the Customer's Utility bill or service will be terminated. Restoration of service to a Customer following service termination may be completed within three business days after satisfaction of the past-due balance, including late fees, which is owing and unpaid to the Utility at that service address by that Customer. An Account Service Fee will be applied to the Customer's next bill.

**Section 9**     Dishonored Checks:

The Utility's receipt of a check or bank draft is considered to be a conditional payment until it is honored by the drawer's bank. If a check or bank draft fails to clear the drawer's bank for any reason, it is considered a non-payment as of the date of receipt of the check or bank draft. Payment of delinquent accounts by a check or bank draft failing to clear can result in immediate discontinuance of service without notice to the Customer. When the Utility receives notice of a dishonored check or bank draft, the transaction will be reversed and a returned check fee will be applied to the Customer's account.

**Section 10**    Withholding of Service:

- 10.1    Except as may be otherwise provided by law, the Utility may withhold or discontinue any or all utility services until all past-due amounts for any utility services which are owed and unpaid to the Utility have been paid in full. In the event Utility discovers private facilities adversely



affecting the Utility facilities, cross-connections, or unauthorized re-distribution of utility service, utility service may also be withheld until such situation is corrected.

**10.2** A \$20.00 fee will be assessed and apply for any reconnection of service.

**10.3** There shall be no liability of any kind against the Utility for service termination due to the Customer's failure to pay any bill in full and on time.

**Section 11** Responsibility:

Contractor/Homeowner is responsible for sewer lines from residence to septic tank. Utility will inspect, repair and maintain all aspects of the collection system and treatment facility pursuant to these Policy and Procedures.

**Section 12** Tanks and Pumps:

**12.1** Septic tanks and pumps, as approved by the Utility, will be supplied by the Contractor/Homeowner or developers of serviceable, qualified and approved properties.

Septic tank pumps must meet Utility specifications and will be maintained by Utility.

**Section 13** Inspection/Access to Customer's Premises & Installations:

**13.1** All Customer's service installations or changes may be inspected by the Utility, at the Utility's sole option, upon completion of the work to insure that Customer's piping and equipment have been installed in accordance with accepted standard utility practices. Where other governmental inspection is required by local rules or codes, the Utility cannot render service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Utility.

**13.2** The duly authorized agents of the Utility shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, repairing and inspecting or removing the Utility's property, reading meters and other purposes incident to performance under or termination of the Utility's agreement with the Customer, and in such performance shall not be liable for trespass or other claims related to such access and activities. **Septic tanks must not be fenced in.** No buildings, structures, fences, plants, shrubs or trees planted or installed within 10 feet of septic tank.

**Section 14** Change of Customer's Installation:

Changes to the Customer's service installation will be made when deemed necessary by Utility. If requested by the Customer, or if a Customer's service installation needs to be moved due to Customer's construction (i.e., driveway), or if a Customer's service usage increases, said changes will be at Customer's sole cost and expense.

**Section 15** Limitation of Use:

Utility service purchased from the Utility shall be used by the Customer only, and the Customer shall not sell or otherwise offer or re-distribute such service supplied by the Utility. In no case shall Customer, except with the written consent of the Utility, extend his connection across a

street, alley, lane, court, property line, avenue or other way, in order to furnish utilities service for adjacent property, even if such adjacent property is owned by him.

**Section 16** Liabilities:

The Customer is responsible to properly protect the Utility facilities serving the Customer's premises, and will permit no one but the Utility's personnel or agents, or person(s) authorized by law, to have access to or tamper with these facilities. In the event of any loss, or damage to property of Utility caused by carelessness, neglect, abuse or misuse on the part of the Customer, the cost of making good such loss or repairing such damage, and any charges for utility service so impacted, will be assessed to the Customer.

**Section 17** Wastewater Backup:

Most Wastewater backups are caused by plugging of the lines on the Customer's side of the point of connection by deleterious objects such as tree roots which have grown into the Customer's facilities. Another common cause of overflows is wastewater pipes blocked by grease, napkins or wipes. These items get into the Wastewater from household drains as well as from poorly maintained grease traps in restaurants and other businesses.

The following procedures will apply to Wastewater backups:

- a. If contacted by a Customer, the Utility will respond and investigate the cause of the backup, clearing the Utility's Wastewater Service Line obstructions, if any, up to the Point of Service.
- b. If Utility's Wastewater Service Line is clear, the Utility will so advise the Customer, and the Customer will be responsible for any work required on the Customer's side of the Point of Service. Customer will be charged the appropriate service fees.
- c. The Customer will be responsible for all plumbing costs associated with this work if they hired a plumber before contacting the Utility and/or if the blockage is found to be on the Customer's side of the point of service.
- d. The Utility shall not be responsible for any damages relating to or resulting from a Wastewater backup. Customers are urged to check their property insurance to assure coverage for Wastewater backup damages.

**Section 18** Continuity of Service/No Damages:

The Utility shall not be liable to the Customer for damages, whether direct, indirect, consequential, or special, for failure or interruption of Wastewater service. The Utility shall further not be liable for damages, whether direct, indirect, consequential, or special, for any act or omission caused directly or indirectly by Utility's negligence, acts, or omissions, labor troubles, accidents, litigation, breakdowns, shutdowns, repairs, adjustments, acts of sabotage, wars, Federal, State, Municipal or other Governmental legislation, regulation or other interference, acts of God or causes beyond its control.

**Section 19** Rights-Of-Way and Easements:

As a condition to the provision of utility service to a Customer, by acceptance of utility service from the Utility, the Customer will be deemed to have granted to the Utility all rights, easements, licenses or permits to enter onto Customer's property, and to construct, repair, maintain, replace, remove, reconstruct, enlarge and place utility facilities on, under, through, and over

Customer's property for the purpose of providing utility service to Customer's property or for the purpose of enhancing the provision of utility services to all Customers (collectively, "Easement Rights"), which Easement Rights may be exercised by the Utility without further grant, approval or consent of the Customer. The Easement Rights shall be binding on the Customer and its successors and assigns and shall run with the land. Notwithstanding the existence of such Easement Rights, in addition, at the Utility's request, the Customer shall grant or cause to be granted to Utility and without cost to the Utility, any recordable rights or easements or permits to the Utility to further evidence the Utility's Easement Rights. Failure to grant or obtain required recordable easements shall be grounds for discontinuance of service by the Utility until such required easements are provided to the Utility.

**Section 20** Unauthorized Connection (Tampering):

Unauthorized or fraudulent use of, connection to, or tampering with Utility facilities is a violation of State Law and these Policy and Procedures and violators will be prosecuted. Connection to Utility's facilities without specific approval in writing, receiving service without legal payment for same and otherwise circumventing specifications herein for provision of service are prohibited.

**Section 21** Indemnification:

Under certain circumstances, field conditions may require the Customer to place facilities, structures, landscaping and/or other encroachments over, upon or across utility easements, rights-of-way or other access facilities or to seek a modification from the Utility's standard easement requirements. In consideration of a Customer's encroachment existing or continuing within a utility easement and to induce the Utility to allow such encroachment or to modify standard easement requirements, the Customer agrees to indemnify and hold the Utility harmless from any and all damage, including but not limited to, total destruction of such encroachment that may result from the Utility use of any utility easement or right-of-way. Such indemnification shall not require additional documentation, but Utility may require Customer enter into an Indemnity Agreement, in form approved by the Utility which will be recorded in the Public Records of the County.

**Section 22** Validity:

The policies and the procedures specified herein supersede and replace any prior policies, procedures, regulations, fees, etc., governing provision of utility service by the Utility. In the event that a portion of this document is declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of these Policy and Procedures. All approved and permitted, but not yet completed, development projects must include any and all changes as adopted in the Policy and Procedures.

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Signature Developer/Homeowner

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Date