



# *Centerton*

Water and Sewer Department

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Customer Service Policy

And

Standard Operating Guidelines

Adopted/Approved: 01/17/2013

Revision: 07/16/15

Revision: 12/20/16

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**CUSTOMER-SERVICE POLICY**  
of the  
**Centerton Water and Sewer Department**

**I. General authority**

The Centerton Waterworks and Sewer Commission has unanimously passed a resolution addressing the herein-stated customer-service policy. The Centerton Waterworks and Sewer Commission has the ultimate authority and responsibility to ensure the financial health and stability of the Department. It is inherent that every customer of the Department is treated in a fair and equitable manner and that each customer pay for the services provided by the Department.

**II. Definitions**

- A. Hours and Address:** CWSD office hours are from 8:00am to 4:30pm. CWSD contact information is listed in footer of each page.
- B. Applicant for service:** Any person or entity applying to Centerton Water and Sewer Department for new water and/or sewer service.
- C. Department:** The public water system known as Centerton Water and Sewer Department or CWSD.
- D. Bad debt:** A balance that is still owed on a customer's bill 120 days after the final bill was mailed. Bad debts not collected through Act 769 of the Arkansas Legislature of 2003, will be collected through prompt referral to a contracted collection agency.
- E. Commission:** The members of the Centerton Waterworks and Sewer Commission that have been duly appointed by the City Council of the city of Centerton in accordance with state statute under Subchapter 3, Section 14-234-302 and Centerton Ordinance 15-04
- F. Commission meeting:** The Centerton Waterworks and Sewer Commission conducts its regular monthly Commission meeting on the Third Tuesday of each month at 5:00 PM in the Conference Room at the CWSD office. All meetings are open to the public, but anyone wishing to address the Commission must notify a Commission member, Utilities Director or the CWSD office at least THREE days prior to the Commission meeting to be placed on the agenda.
- G. Certificated Service Area:** The delineated boundary established by the Arkansas State Water Plan as administered by the Arkansas Department of Natural Resources establishing Centerton Water and Sewer Department as the sole water utility provider within the service area.
- H. Cross-connection:** Any potential hazard that exists past a customer's service connection that could introduce contaminants into the system's water supply. All cross-connections shall have approved backflow/back-siphon prevention devices installed at the service connection at the customer's expense.

- I. **Customer:** Any household or business that is receiving water and/or sewer supplied by Centerton Water and Sewer Department.
- J. **Customer grievance:** An informal complaint generated by a customer and directed to the Department's Administrative staff. The customer must inform the staff of any suspected error or discrepancy in the billing of the customer's water usage. The staff will then investigate the customer grievance. The Utilities Director will review the grievance and completed investigation to determine the appropriate action. If appropriate, the Utilities Director and the customer will present evidence before the Commission at a regular monthly Commission meeting.
- K. **Billing Cycle:** Based upon our water system size, our billing is broken up into different billing, due, late and disconnect dates called billing cycles. Dependent upon your location, you will fall within one of four billing cycles. Upon your signing up for service, you will be told what cycle you belong to and the above mentioned dates that pertain to you. In the event your location gets changed to a different billing cycle, you will be notified in writing 30 to 45 days in advance.
- L. **Delinquent:** A customer's account is considered delinquent if any portion of the account is more than 15 days past the due date.
- M. **Engineer:** A professional, certified civil engineer with extensive experience in the hydraulic design and construction of potable water systems.
- N. **Hardship agreement:** An informal written agreement between a customer of the Department and the Commission. A hardship agreement is granted when a customer has incurred a large water charge that he/she is unable to pay the current bill in full. The hardship agreement is also granted when a customer has incurred a hardship such as an illness, family death, loss of employment, etc., and is unable to pay the current bill in full. The Department will not terminate a service connection if a valid hardship agreement is in force
- O. **Late charge:** A 10 percent assessment of the current balance that has not been received by your billing cycle's due date.
- P. **Utilities Director:** The Utilities Director is the "Operator of Record" and is responsible for all aspects of operations and maintenance (O&M) for the Department and for complying with Safe Drinking Water Act and Clean Water Act regulations. The Utilities Director is responsible for the Administrative aspects of Department operations to include: meter reading, billing, collections, accounting and reporting.
- Q. **Sewage Disposal Permit:** Issued by the Benton County Office of the Arkansas Department of Health environmentalist, an affidavit of an individual promising to install the on-site wastewater (sewage) disposal system recommended by the environmentalist.

- R. Reconnection Fee:** The reconnection fee is assessed if the service connection is terminated for delinquency.
- S. Service connection:** The physical tap (both water and sewer), line, curbstop, meter and meter box supplied by and owned by the Department. Where the customer is required to pay for the installation of the above-mentioned equipment and to pay a security deposit to use the service connection. The Department retains full ownership and control of the service connections.
- T. Service extension:** Any extension of the Centerton Water and Sewer Department's existing facilities, including the installation of meters/service connections or main line extensions.
- U. Terminate:** To actually lock or cap the Department's curbstop or to remove the Department's meter for the purpose of discontinuing water service to the customer.
- V. Theft of water:** The use of water from a meter that has been tampered with and/or had the lock removed is considered THEFT OF PROPERTY. In addition, the unauthorized use from a fire hydrant or any other hydrant connected to the public water system is also considered THEFT OF PROPERTY. The amount of water stolen can result in FELONY charges. The customer who is benefiting from theft of water will be held accountable, though he/she is not necessarily the person who has removed or tampered with the meter lock. The Commission will seek to prosecute any customer that is engaged in the theft of water.
- W. User agreement:** A contractual agreement between applicants for water/sewer service and Centerton Water and Sewer Department.

### III. New application for service

#### A. UPON APPLYING FOR WATER AND SEWER SERVICE:

1. Photo ID/Driver's License must be supplied.
2. Payment in full of a meter deposit prior to connection of services. Deposits are reflected in the attached Schedule of Fees.
  - a. A waiver for a residential meter may be granted, for a home owner only, who provides a letter of credit-worthiness from another water utility.
  - b. Any account who's deposit was waived yet has a past due account three times or more within a year will be required to put up a deposit on the account
3. A current and correct mailing address must be given, prior to connection of services.
4. An emergency contact name and phone number must be supplied.
5. Employment phone number, if applicable, must be supplied. (For emergency contact)
6. Any past due balances with CWSD must be paid in full prior to connection of services.

- B. After application information and deposits are obtained:
1. CWSD personnel will make every possible attempt to supply same day service.
  2. All accounts setup before 4:00pm should be turned on before 4:30pm. Accounts setup after 4:00pm, will likely be next day service.
  3. When CWSD personnel arrive to turn on service, they will monitor the meter for a short period to verify it stops running, after time has been allowed for the filling of toilets and a hot water heater. If it does not stop running, we will turn the meter back off to avoid flood damage or unnecessary charges.
  4. If there is a problem incurred at the time of turn on, a door hanger will be left explaining the problem. We will make every effort to offer same day service, if the problem is corrected and we are notified within a reasonable time period.
  5. **All service lines and equipment after the Meter Can for water and Main Line for sewer are the responsibility of the customer.** CWSD personnel **CAN NOT** work on private service lines or equipment. Nor are they allowed to enter the premises to help trouble shoot problems.
  6. If a problem occurs on customer's side of the service connections, and the customer cannot repair the problem, the customer must hire a licensed master plumber to make repairs.
  7. Weather conditions, snow and ice, sometimes prohibit daily operations. CWSD will turn on service at the earliest possible opportunity.
  8. **ONLY CWSD PERSONNEL ARE ALLOWED IN THE METER CAN. NO OTHER PERSONS, INCLUDING PLUMBERS, ARE AUTHORIZED TO PERFORM WORK ON CWSD EQUIPMENT.**

CWSD does not provide Trash Service. Please contact the city of Centerton for details.

C. Deposit Refunds:

1. Customers whose accounts having a good payment history for a period of 2 years or more, may request to have their deposit refunded.
2. Any account closed before the 2 year period is completed will have their deposit applied towards their final balance due.
  - a. If payment required is more than the deposit, a balance due bill will be sent.
  - b. If payment is less than deposit, a refund check for the remainder will be issued as long as we have a forwarding address.
3. If at any time after your deposit has been refunded your account becomes delinquent more than 4 times within one year, the account will be required to put up another security deposit.

#### IV. New Service, Main Line Extension Policy

- A. Meter installations and/or connections for individual applicants whose property intersects an existing water main.
1. Applicants requesting water service to property where **meters don't exist** but water mains are present, are required to complete the following procedures prior to the installation of a water meter:

- a. CWSD shall first confirm that an adequately sized water main exists either on the property where the service connection is to be located or across a public road from the property.
  - b. If the property is serviceable, applicant shall obtain all the proper permits from the appropriate governing body. This will be one of five regulating agencies; city of Centerton, city of Gravette, Bella Vista POA, city of Bentonville and the Benton County Planning Department.
    1. **(Centerton)** For all installations within the corporate limits of the city of Centerton, all applications require a permit. Inspections will be performed by the city inspector.
    2. **(For all others)** Permits are required for all new construction and inspections will be performed by the governing agency's inspector. However, if the applicant is just abandoning an existing well and hooking to the public water system, no permit is required and CWSD personnel will do the inspections.
  - c. The applicant shall then fill out the CWSD User Agreement and turn in a copy of the Sewage Disposal Permit if outside of CWSD's Sewer Collection System. All applicable fees are paid at this time: (See attached Schedule of Fees)
  - d. Within two weeks of the execution of the User Agreement, Centerton Water and Sewer Department shall install the service connection within 10 feet of the road right-of-way or existing private easement nearest the water main. If city sewer service is available, CWSD will install the sewer tap at this time as well.
2. Applicants requesting water service to property where a **water tap (Dry Tap)** exists but has never had service installed, are required to complete all the procedures listed above except for paragraph (a.)
- B. Meter connections requiring the extension of water or sewer mains

Applicants requesting water and/or sewer service to areas where existing Centerton Water and Sewer Department mains are not present are required to complete the following steps:

1. Obtain a "Petition for Service Form" from CWSD and gather signatures of all individuals and entities who have property within the proposed service extension area and who would also like to be connected to Centerton Water and Sewer Department. If the applicant is the only person or entity requesting extension of service, then refer to item 3 below
2. Upon the completion of the petition for service, the applicant shall present the petition to the Commission. If the Commission determines that not all potential customers have been included in the petition for service, the

Commission may require a written explanation as to why these individuals or entities are not included.

3. The applicant shall notify the Commission of the engineer who will provide design and inspection services. The applicant shall be responsible for all costs, including engineering fees, construction costs, and attorney's fees. Any extension outside of the certified service area of Centerton Water and Sewer Department will require the applicant petitioning the Arkansas Department of Natural Resources for a service-area extension.

All preliminary engineering plans shall be reviewed by the CWSD Commission, its certified operator, engineer, and the Arkansas Department of Health prior to approval to begin construction. Upon the Commission's approval of the engineering plans and after the receipt of approval by the Arkansas Department of Health's Planning Review Branch, the Commission shall grant a service-extension agreement and notice of intent to purchase water line extension.

After terms and conditions of the service-extension agreement and notice of intent to purchase are completed, the applicant shall sell the extension, final engineering plans, right-of-way easements and all other required documentation to Centerton Water and Sewer Department for a sum not to exceed \$1.00.

- C. Extensions requiring system upgrades, including the construction of new water wells, pumps, and/or tanks

Any proposed extension that would require the upgrade of existing Centerton Water and Sewer Department facilities, including its existing water mains, wells, pumps, tanks, or sewerage treatment facilities, shall be included in the proposed project. Applicants will be required to fully pay all costs, including necessary upgrades to Centerton Water and Sewer Department existing facilities.

- D. Exceptions, administrative orders

Centerton Waterworks and Sewer Commission cannot extend service, connect existing meters for new service, or install new customer meter connections if the water system is near or over capacity and/or if the state has issued an administrative order prohibiting the extension, connection, or installation of new customer service. Only after Centerton Water and Sewer Department has complied with the conditions of such an administrative order can the Commission authorize the extension, connection, or installation of new customers.

## V. Collection Policy

- A. Collection of customer utility payments

Customers of Centerton Water and Sewer Department should receive a current monthly statement detailing current and past-due water/sewer charges on or shortly after the last day of each month. **If a customer does not receive a monthly statement, it is the customer's responsibility to contact the administrative staff so**



**that another bill can be mailed. Failure to receive a monthly statement does not relieve the customer of any payment obligations, including accrued late fees, nor prevents the termination of service.**

B. Grievances, payment-extension agreements and hardship agreements

1. Customer grievance

If a customer has a dispute regarding a current bill, the customer must contact the administrative staff to inform them of the discrepancy. The administrative staff will investigate the merits of the complaint and will notify the Utilities Director of any findings. (The administrative staff cannot under any circumstances adjust a utility bill without approval). The Utilities Director will review the findings to determine resolution. The customer will then be informed of the resolution. If the customer does not agree with the resolution, they may request to be placed on the agenda for the next Commission meeting, at least 3 days beforehand. The Commission will act on testimony from both the administrative staff, Utilities Director and the customer at the Commission meeting and will make any adjustments accordingly. No late charges or service charges will be assessed after a grievance has been filed. Upon a ruling of the grievance by the Commission, the customer has until the end of the month to pay the balance in full. If the balance is not received by the administrative staff by the end of the month of the ruling, applicable late charges and/or service charges will be assessed.

2. Hardship payment agreement

If a customer incurs any type of hardship, including a high water bill due to a leak, loss of employment, loss or damage of property caused by fire or natural disaster, death or illness of family, or any other catastrophe that hinders the customer's ability to pay his/her full monthly bill, the Commission may grant a hardship payment agreement. The hardship payment agreement will be granted only if the entire customer's past-due balance has been previously paid. The hardship payment agreement stipulates that at least 1/6<sup>th</sup> of the current hardship amount along with subsequent monthly utility bills be paid before the 15<sup>th</sup> day of each month. The remaining balance of the customer's bill is not forgiven or adjusted but carried over each month with no accumulation of late charges, provided that the customer pays at least the minimum stipulated in the hardship payment agreement before the 15<sup>th</sup> day of each month. The hardship payment agreement is granted for a maximum term of six months. Failure of making the minimum payment stipulated in the hardship payment agreement by the due date each month will result in the automatic termination of the hardship payment agreement. Twenty-four calendar months have to elapse before a customer may petition the Commission for another hardship payment agreement, whether or not the agreement's promises have been fulfilled by the customer.

C. Proof of payment

1. If a customer has a dispute regarding the proper credit and posting of a water payment, the customer must provide acceptable proof of payment. Proof of payment may consist of one of the following:

Bank canceled check

Centerton Water and Sewer Department payment receipt

Statement and photocopy of canceled money order from company issuing money order. (A money order receipt is not proof that the payment was made. This receipt is only proof that a money order was purchased. It should always be retained in the event that a customer needs to request a trace from the company issuing the money order.)

2. It is the responsibility of the customer to notify the administrative staff of any discrepancy, including an improperly credited or missing payment. The administrative staff will notify the customer if they cannot find or solve the problem. The customer must appear before the Commission and provide proof of payment or request additional time to obtain proof. The undisputed portion of the water statement should be paid before the billing cycle due date.

## **VI. Payment, Billing and Cutoff policy**

### **A. Payment Options**

1. Cash, Check, Money Orders and Credit/Debit Cards are accepted at the CWSD Office. *(Convenience Fees Apply on Credit/Debit Cards)*
2. Credit/Debit Cards are accepted on our web site. *(Convenience Fees Apply)*
3. Payments can be mailed to CWSD at our PO Box listed below. *(Please DO NOT mail cash)*
4. After hours, payments may be left in the drop box at the CWSD office or at City Hall on Main Street. *(Please NO NOT leave cash in the drop boxes)*
5. As an added convenience, we also offer "Automatic Bank Drafts".

### **B. Billing, late assessments and cutoff notices**

1. Once water meters are read, reports are ran to determine if any accounts need to be hand read, checked for high and low reads, and much more.
2. After all accounts are manually checked for accuracy, those bills are then processed and mailed out.
3. If any of the dates listed below falls on a weekend or federal holiday, the effective date will be the next workday afterwards.
4. These bills are then due by the billing cycle due date of the following month. Accounts not paid by the due date become "Past Due" and a 10% penalty/late fee is assessed.
5. Reminder notices will then be sent out
6. All "Past Due" accounts not paid within 15 days of the due date are subject to "Shut-Off".

7. Once placed on the shut off list, there is a \$30 "Reconnect Fee" added to the total amount due, which must be paid in full along with all other charges before service is re-established.
8. Failure for a customer to receive a water/sewer statement does not waive the customer's responsibility to pay all charges included in the statement, nor is this grounds for not charging late charges, service charges, or terminating service.

C. Dishonored Checks and Bank Drafts:

1. There is a \$30 fee for returned/refused funds.
2. When a check is returned or a draft is refused for non sufficient funds, the customer will be notified in writing of the issue and will be given five working days to provide a Money Order only, for the exact amount of the original payment and the \$30 fee.
  - \* If remittance is not provided within that time frame, the meter will be disconnected and an additional \$30 reconnect fee will be added to the total balance.
  - \* Payment in full, by Money Order, will be required before service is turned back on.
3. Any account that has funds returned more than twice in a one year period shall revert to a cash only account. This includes "Auto Drafted" accounts as well.
4. At that time, remittance will be required to be "Cash", "Credit/Debit Card", "Electronic Check", "Money Order" or "Cashier's Check" for a period of one year. If a good payment history is reestablished over that one year period, the account will revert back to all payment options available.
5. If the account falls back into dishonored status for a second time, the account will then revert to a "Cash", Money Order" or "Cashier's Check" only account from that point forward.

D. Delinquent collections

CWSD field personnel are not bonded therefore are not allowed to receive payments to prevent disconnection of service once the process has started. If the customer arrives at the office to pay their bill after the work order has left the office, the reconnection fee will still be charged. CWSD personnel have already made the trip and the fee will have to be paid along with full past due amount before service can be left on.

E. Termination of service

1. If a delinquent customer has had his/her service connection terminated, they must appear before the administrative staff to make full payment of current charges, past-due charges, late charges, and service charges, to include a \$30 reconnection fee. After full payment has been received, the delinquent customer can expect his service connection to be restored by the end of the day.

2. If a delinquent customer who has had his/her service connection terminated but is receiving water through a meter that has had its locking device tampered with or removed, the Commission will file criminal theft of water charges against the customer. The Commission will also immediately file a civil lawsuit against the customer to seek a judgment to recover all current and past-due water charges, late charges, service fees, charges for damage to the lock and/or meter, and any applicable court costs.

F. Bad debts

1. If a delinquent customer has not paid his full balance within 10 days after termination of service, the administrative staff shall apply the deposit held on file for the customer. Any remaining balance will be billed and mailed to the customer.
2. If no response is received from the customer, CWSD will attempt to collect any remaining balance through the use of Arkansas Law Act 769 of 2003.
  - A. Arkansas State Law Act 769 of 2003 states: When a person who is delinquent of payment of an undisputed bill for water service provided by a water system within the state, moves into another area of this state, and that person applies for or receives water from another water system, if the person's former water system establishes that there is no dispute that the delinquent amount is properly due and owed by that particular individual in that amount, the new water system shall refuse to provide water service to the delinquent person until the person provides proof of curing the delinquency.
3. If the customer cannot be found using Act 769 and after 120 days of mailing the final balance and the account still has not been settled, the administrative will forward all information to the Commission's debt collection service for processing.
4. If a customer owing a bad-debt balance has had his/her deposit applied against the outstanding balance, and the customer wants to have service restored, the customer will be required to complete another water user agreement, pay any outstanding balances and post a security deposit equal to twice the amount of the applicable user class deposit for residential, commercial, or industrial customers.

**VII. Meter Information, Customer Installations and Damaged CWSD Property**

A. Meter Information

1. The water meters we are using are an electronic unit that is read by computer via a radio signal transmitted to a receiver in the truck. You will rarely see CWSD personnel in your meter can.
2. These meters cost between \$250 and \$2,000 depending on the size. **NO ONE OTHER THAN CWSD PERSONNEL IS ALLOWED IN THE METER CAN.** This helps avoid any damage to the meter or can by the customer.

3. Please be careful around the meter can while mowing as this is our number one cause of damage. The equipment is very sensitive and easily damaged with lawn mowers, brush mowers and vehicles.
4. Your cooperation will help keep costs down and prevent possible damage charges to you.
5. Please be aware of weather conditions as well. Meter cans that have damaged or missing lids is our number one cause of damage in the winter. Meter can lids hold ground heat in. Freezing will occur if the lid is missing. If you see this, please contact the office.

#### B. Meter Reading

1. All meters are read monthly.
2. Estimating of bills occur rarely. These are some possible reasons.
  - a. Weather conditions. (Snow or Ice, but not rain)
  - b. Vicious animals in confines of the meter. In this event, you will be contacted to rectify the problem.
  - c. Other unforeseen circumstances are very rare.
3. Dead meters (battery in radio has gone dead) will be replaced as soon as possible. However, your meter will be hand read in the meantime.
4. If a problem is detected at the time of meter reading, such as high usage or possible leak, if circumstances allow, CWSD personnel will leave a door hanger to notify you of the problem. It will be your responsibility to contact CWSD to ascertain what the problem is.

#### C. Sewer Relief

1. From time to time leaks happen. In the event of a water leak on the customer's side of the meter, and the customer is on city sewer, it may be possible to receive relief on the sewer bill. Below is a list of criteria required to qualify for this relief.
  - a. Relief is ONLY given if it can be proven that the water did not go down the drain and into the city sewer system. The water has to have gone out on or into the ground.
  - b. Leaking toilets are the number one leak experienced by customers. This DOES NOT qualify for sewer bill relief. The water did indeed go into the sewer system.
2. It is the customer's responsibility to contact the office and request relief on their bill. Once the request has been made, it will be investigated to determine what has transpired. If it is proven the water did not go into the sewer system, all findings will be presented to the Utilities Director for final decision. The customer will be notified shortly thereafter. While the customer is waiting on the final determination, there will be no late fees assessed to their account. If the customer disagrees with the decision, they may appeal the findings to the commission for further review.
3. Customers that do not have a separate meter for agricultural purposes and fill their swimming pool with city water may request relief. Relief is calculated by using the dimensions of the pool to determine the volume of water. This amount is

then deducted from the sewer portion of the customer's bill. It is the customer's responsibility to request this type of relief annually.

4. Customer may only request relief only once within a 12 month period.

#### D. Defective Meters

Defective Meters rarely occur. In the event that this does happen, there are a few steps that will be taken when billing a customer.

- a. It must first be proven that a meter is defective.
- b. A defective meter is clearly identified by the mismatching of the Radio Reads and the actual Dial Reads on the meter itself.
- c. If a defective meter has been identified and the reading is incorrect, the bill will be adjusted only if it is more or less than the average usage.
- d. If the usage indicates high or low usage due to the malfunction, the customer will be billed his/her average usage and the meter will be replaced.
- e. The staff will do this by identifying, through the customer's usage records, when the malfunction started occurring. The staff will then calculate the customer's average usage for the prior year, before the malfunction, and bill the customer for that amount.
- f. The Commission will receive a report of this occurrence at their next regularly scheduled meeting.

#### E. Customer Equipment Requirements

The customer is required to follow all state of Arkansas and the city of Centerton plumbing regulations. In addition to these regulations, CWSD requires the equipment listed below to be installed on customer's side of the service connection.

- a. First the customer is required to have a shut off valve installed in a curbside box within two feet of the meter can. This is the customer's valve and allows them to shut off service right at the source in the event of a leak either in the yard or house.
- b. Second, the customer is required to have a pressure regulating valve installed within their system, inline before the water reaches any apparatus. It is preferred and recommended that this PRV be installed next to the curbside shut-off to protect the yard lines as well as the house.
- c. Third, if the customer installs an outside, freeze proof hydrant, he/she must install a "Dual Check" valve just before the hydrant to prevent any contaminants from being sucked back into the system.
- d. Lastly, if the customer has an outside irrigation system, the customer is required to install and maintain an approved backflow prevention device. This will be covered in more details below in section VIII.
- e. For more detailed instructions and diagrams, please see CWSD staff.

F. Repair of Service Lines

As per Arkansas plumbing laws, city of Centerton and CWSD Regulations, the customer is required to maintain their equipment and service lines and repair any leaks on their system. This is required in an effort to keep lost water and dollars to a minimum. It is also required for the protection of the customer and the water system. Broken lines are a danger and may allow contaminants to enter the water lines.

Once a customer has been notified of a leak on their side of the service connection, and the problem continues for more than 30 days, the customer will not qualify for assistance with the payment under the Hardship Policy as listed in section V.B.2 above.

**VIII. Backflow Prevention / Cross Connection Program**

Cross-connections are defined as actual or potential connections between a potable water supply and a non-potable source where it is possible for a contaminant to enter the drinking water supply. External contaminant introduction diminishes the water quality in the distribution systems. CWSD has in place a Backflow Prevention / Cross-Connection Control Program adopted through city Ordinance 14-36.

CWSD works diligently at protecting its water system. For complete details of the Cross-Connection Control Program, see administrative staff for a copy of the ordinance and/or a copy of the "Cross Connection Control Manual". This information is also available on the company's web site.

**IX. Implementation, enforcement, and amendments of the customer-service policy**

A. Implementation

The Centerton Waterworks and Sewer Commission have resolved to fully implement this customer-service policy. All employees, contractors, and designees of Centerton Water and Sewer Department will be charged with the responsibility of strictly adhering to the customer-service policy.

The Commission shall also publicly post or distribute copies of this policy to the customers immediately.

B. Enforcement

The employees, contractors, and designees of Centerton Water and Sewer Department shall enforce the customer-service policy. Every customer of the Department will be required to be subject to the same customer-service policy. No preferential treatment of any customer, including members of the Commission, will be tolerated.

# CWSD SCHEDULE OF FEES

## Various Fees

Security Deposits	
Home Owner or Renter	\$150.00
Home Owner with a letter of credit-worthiness from previous water utility	\$0.00
Commercial Property	\$250.00
Fire Hydrant Security Deposit	\$500.00
Water System Connection Fees	
3/4" Tap/Setter on an 8" main line or smaller	\$830.00
3/4" Tap/Setter on an 8" main line or larger	\$985.00
1" Tap/Setter on an 8" main line or smaller	\$860.00
1" Tap/Setter on an 8" main line or larger	\$1,015.00
2" Tap/Setter on an 8" main line or smaller	\$3,980.00
2" Tap/Setter on an 8" main line or larger	\$4,140.00
Above 2" will be determined at the time of the tap as costs vary	
Sewer System Connection Fees	
4" Residential/Commercial Tap	\$450.00
The plumber will dig up the main line and CWSD will make the tap. Plumber to coordinate with CWSD staff.	
Right to Water / Lot Assessment Fees	
Lot Assessment - Water (Within City Limits)	\$325.00
Lot Assessment - Sewer (Within City Limits)	\$325.00
Right to Water - Water (Outside of City Limits)	\$325.00
Road Crossings	
Directional Boring Up to 1" Service Line	\$1,500.00
All Road Crossings are done as a road bore. We do not dig across the road. Bore costs are based on \$25 per foot. Average length is 60ft.	
Longer bores will cost more and will be billed to the customer. Shorter bores will be refunded to the customer.	
Larger service and State Paved Highway bores will be priced at the time service is requested due to frequent variations in cost.	
Disconnect for non payment	
Reconnect fee (Reconnects done between 8am and 5pm on the day of disconnect.)	\$30.00
After Hours Reconnect Fee (Up to 7pm on day of disconnect only) (This fee is in addition the \$30 fee)	\$100.00
Temporary Water Service	
Home Inspection done for Real Estate sales, etc...	\$30.00
A pro-rated usage bill will also be added.	
System Tapping Fees (Large Taps)	
2" Main Line Tap	\$500.00
4" Main Line Tap	\$720.00
6" Main Line Tap	\$800.00
8" Main Line Tap	\$1,200.00
10" Main Line Tap	\$1,500.00
Main line extensions, New Subdivision Connections	

\*\*\*\*\* ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE \*\*\*\*\*

Revision Date: 2/22/2017



# CWSD SCHEDULE OF FEES

## Water and Sewer Rates

***** SEWER RATES *****				
Sewer - Inside City	\$ 16.76	plus \$7.99 per 1000 gallons up to 299,000 gallons		
		\$8.57 per 1000 gallons for 300,000 gallons and above		
Sewer - Outside City	\$ 18.18	plus \$9.08 per 1000 gallons up to 299,000 gallons		
		\$9.66 per 1000 gallons for 300,000 gallons and above		
Sewer - Inside City No Water	\$ 42.19			
Sewer - Outside City No Water	\$ 49.19			
***** WATER RATES *****				
***** Residential *****				
Water - Inside City Residential	\$ 20.00		\$ 4.65	per 1000
Water - Inside City Irrigation	\$ 20.00		\$ 3.75	per 1000
Water - Outside City Residential	\$ 25.00		\$ 4.95	per 1000
Water - Outside City Irrigation	\$ 25.00		\$ 3.75	per 1000
(Includes Bentonville, Bella Vista & Gravette)				
Water - Double Residence	\$ 50.25		\$ 4.95	per 1000
***** Commercial *****				
Water - All Commercial	\$ 34.50		\$ 3.45	1 - 99,999
(Includes Tax Exempt Accounts)			\$ 3.25	100,000 - 499,999
			\$ 3.15	500,000 +
Misc. Fees:				
Auto Draft Processing Fee			\$ 0.10	per Month
Safe Water Act (Government Fee)			\$ 0.30	per Month
Utility Surcharge (Per Meter)			\$ 1.50	per Month
3/4" X 5/8" Meter Charge			\$ 1.00	per Month
1" Meter Charge			\$ 1.40	per Month
1 1/2" Meter Charge			\$ 1.80	per Month
2" Meter Charge			\$ 2.90	per Month
3" Meter Charge			\$ 11.00	per Month
4" Meter Charge			\$ 14.00	per Month
6" Meter Charge			\$ 21.00	per Month
Returned Funds Charge (Checks/ACH/CC)			\$30	Each Returned Item
Late Fees				10% of Total Bill

# CWSD USER AGREEMENT

Centerton Water and Sewer Department • 500 Keller Road • PO Box 366 • Centerton, AR 72719-0366  
Tel: (479) 795-0222 Fax: (479) 795-0846 E-mail: admin@cwsonline.com www.cwsonline.com

I hereby make application to the Centerton Water and Sewer Department, herein after referred to as CWSD, and request that the property located at the address provided below be connected to the CWSD System to be supplied with water service, and sewer service where applicable, upon the terms and conditions set forth on the reverse side of this agreement. In consideration thereof, by signing this application below, I agree to the provisions set forth on the reverse side of this agreement.

Owner       Landlord       Renter      Service Date: \_\_\_\_\_  
 Rollover

## Primary Name:

1) \_\_\_\_\_ X \_\_\_\_\_  
Signature of Applicant      Date

Phone# \_\_\_\_\_ DL# \_\_\_\_\_ State \_\_\_\_\_ DOB: \_\_\_\_\_

Email: \_\_\_\_\_ Social Security #: \_\_\_\_\_

## Additional Name:

2) \_\_\_\_\_ X \_\_\_\_\_  
Signature of Applicant      Date

Phone# \_\_\_\_\_ DL# \_\_\_\_\_ State \_\_\_\_\_ DOB: \_\_\_\_\_

Email: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Service address: \_\_\_\_\_

Landlord \_\_\_\_\_

Billing address: \_\_\_\_\_

Landlord Phone: \_\_\_\_\_

\*\*\*\*\*

## **For Office Use Only:**

Meter Deposit: \$ \_\_\_\_\_  Check  Cash  CC Conf # \_\_\_\_\_ Work Order \_\_\_\_\_

Account # \_\_\_\_\_ Auto Draft:  Yes  No Bank Deposit Date: \_\_\_\_\_

First Read Date: \_\_\_\_\_ First Bill Due Date: \_\_\_\_\_ Paperless Billing: \_\_\_\_\_

\*\*\*\*\*

**\*\*Important Information when utilizing online access and account management:**

*If you take advantage of our online access and account management tools, please add "noreply@masterlink.com" to your Safe Senders list in order to receive email notifications.*

# CWSD

Centerton Water and Sewer Department  
500 Keller Rd. – PO Box 366 Centerton, AR 72719-0366  
(479) 795-0222, FAX (479) 795-0846  
E-mail: admin@cwsonline.com

In consideration thereof, I agree:

1. To pay all applicable deposits, service charges, rates, meter connection charges or tapping fees, and any other charges imposed by the CWSD, and to comply at all times with the ordinances, rules and regulations thereof relating to water service, making them part of this agreement.
2. To pay a Security Deposit, which is refundable, in accordance with the rules and regulations of the CWSD. As a renter, I may be requested to provide a copy of my lease agreement.
3. For new locations, to pay water and sewer system connection and tapping fees in accordance with the CWSD Schedule of Fees as approved by the Centerton Water and Sewer Commission.
4. For new homes on septic systems, I will present to the CWSD a copy of the final inspection of my septic system within thirty (30) days after my meter is set. Service will be immediately disconnected if the CWSD does not receive a copy of the final septic inspection.
5. My water bills are sent out on a monthly basis, normally on or about the last day of each billing cycle and are due within 15 days of billing. To avoid a ten percent (10%) penalty being added to the net amount of my bill, it must be paid on time.
6. To install, when applicable, and maintain in good order and condition at all times, at my expense, the necessary service lines to cause the property, which is owned or occupied by me, to be connected with the CWSD System. The installation and maintenance of said service lines shall be made by duly licensed Master Plumbers in accordance with the Arkansas State Plumbing Code. All leaks or other defects in the service lines shall be immediately repaired at my sole expense.
7. To obtain a plumbing permit from the city or county when applying for water services and pay the appropriate fees. All homes or mobile homes connecting to the CWSD System are to be in compliance with the Arkansas State Plumbing Code. Newly constructed homes shall have all necessary inspections performed by the City of Centerton's or Benton County's Plumbing Inspector. Service will be immediately disconnected if a plumbing permit and inspections are not obtained.
8. If the water main is on the opposite side of the road, I shall pay for the road crossing. Fees are in accordance with the CWSD Schedule of Fees as approved by the Centerton Water and Sewer Commission. These Fees will be paid by me at the time of this application and put into a non-interest bearing escrow account and actual costs will be charged against this amount. If the cost of the road bore is more than the fee, then a bill will be issued to me for the additional amount and I will be responsible for payment of this amount before a meter is set. If there are any monies remaining after the bore is completed, they will be refunded to me (*please allow 10 working days to process*) or applied to my account, whichever I prefer.
9. The CWSD shall in no way be responsible for maintaining any service line owned by me, or for damages done by water escaping therefrom or for defects in my service lines connecting to the CWSD System. The CWSD or Centerton Water and Sewer Commission shall not be held responsible for: (a) the breaking of any service lines or apparatus, (b) any failure in the supply of water, or (c) the stoppage of the flow of water for any reason.
10. **Without additional notice, service will be disconnected for non-payment or in cases of inadequate payment (*the amount paid is less than the required amount*) 15 days after the due date printed on your statement. Further, without additional notice, service will be disconnected for my failure to comply with all or any part of this agreement. I also understand that for my service to be resumed, full payment of my bill must be made along with a \$30.00 reconnection fee during the normal office hours of 8:00am – 4:30pm**

# Centerton Water & Sewer Department

## SPECIAL CONTRACT FOR

### FACILITIES EXTENSIONS (PETITION FOR SERVICE)

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the City of Centerton Water Works and Sewer Commission (hereinafter called the Utility) and \_\_\_\_\_ (hereinafter called Applicant).

A plan is attached to and incorporated in this agreement, showing water mains, sewer mains and appurtenances thereto (hereinafter called Facilities) which Applicant wishes to have installed to serve the property designated on the plans and to be known as \_\_\_\_\_, Centerton, Benton County, Arkansas.

WITNESSETH:

1. Applicant agrees to furnish all labor and materials and bear the entire cost of constructing Facilities.
2. Applicant shall cause to be prepared detailed plans and specifications for Facilities which incorporate the Utility's material and installation requirements. No work may be commenced until the plans and specifications are approved by the Utility in writing. After approval, the plans and specifications become a part of this agreement and applicant agrees to perform the work in strict adherence therewith. All plans and specifications shall be prepared under the direct supervision of an Engineer licensed to practice in the State of Arkansas (hereinafter call Engineer). The construction work shall be continuously supervised or inspected by the Engineer or by individuals who are under the Engineer's direct supervision and who are competent to supervise or inspect the work being performed. The Engineer shall submit written inspection reports to the Utility and the Applicant during the process of the construction of the Facilities. Applicant shall hire the Engineer and bear all engineering costs. Nothing herein shall preclude the Utility, at its discretion, from inspecting the work periodically.
3. Applicant shall give notice of Applicant's proposed Facilities by submitting the plans for Facilities which have been approved by the Utility to the appropriate planning agency for review as follows: (1) The City of Centerton Planning Commission if any part of the project is located within the territorial jurisdiction of said Planning Commission; (2) The Benton County Planning Commission if any part of Facilities are to be located outside of the territorial jurisdictions of the Centerton Planning Commission or any other municipality's planning commission; (3) The Centerton City Council if Facilities are to be located outside of the Centerton city limits. Applicant shall not commence construction of Facilities prior to review and approval by aforesaid agencies having jurisdiction.
4. In additions to conformance to the Utility's requirements, all plans and specifications for Facilities shall conform to the requirements of the Arkansas Department of Health and any other federal, state, county, or local government agencies having jurisdiction over any part of the work covered herein, including those agencies having jurisdiction over construction within the right-of-way of public road, streets and highways. Applicant is responsible for complying with the requirements of aforesaid agencies for review, and paying the cost of all fees and other expenses in connection therewith. Applicant shall not commence construction of facilities prior to approval of the plans and specifications by the aforesaid agencies and furnishing the Utility written evidence of such approval. Applicant shall construct Facilities in such manner that will not interfere with any proposed future street, highway and drainage improvements.
5. Applicant shall obtain or cause to be obtained all permits required in connection with the construction of facilities except those permits specifically requiring the Utility be designated as permittee. In which case the Applicant shall prepare and submit to the Utility all documents necessary for such permits. Applicants shall pay the cost of all fees, bonds and other expenses in connection with obtaining permits, shall be responsible for conforming with all provisions thereof, and shall coordinate all post-construction inspections required by the issuer of permits.

6. Streets and easements where the facilities are to be constructed shall be opened up and graded by Applicant to +/-0.10 foot of final grade. Property lines adjacent to the location for Facilities shall be staked by applicant prior to commencing construction of Facilities. If right-of-ways not now in existence are required for Facilities, easements thereof, in a form acceptable to the Utility, shall be acquired by the Applicant and conveyed to the City of Centerton, Arkansas for the use and benefit of the Utility.
7. The total connection fee applicable to the Applicant's property is \_\_\_\_\_  
\_\_\_\_\_. Said connection fees must be delivered to the Utility before any service will be established, in addition to any other amounts specified herein.
8. The term Facilities also includes service lines shown on the approved plans.
9. After completion of the construction of Facilities, Applicant shall file with the Utility (2) two sets of plans and (1) one CD containing final "As-Built" Drawing in AUTOCAD format prepared by the Engineer in reproducible form which depicts Facilities as finally constructed including reference distance to mains, including service lines, valves, and other appurtenances from property corners, street right-of-ways, permanent structures or objects in accordance with the Utility's standard practices, and a certification from the Engineer showing the total construction costs of Facilities, and if requested by the Utility, a copy of invoices for materials used in the construction of facilities. The Engineer shall also certify that all work was completed in accordance with the plans and specifications. Facilities shall not be accepted by the Utility until such plans, certificates and documents are submitted and approved.
10. Upon completion of the construction of Facilities and acceptance by the Utility, ownership of Facilities shall vest by this agreement in the City of Centerton, Arkansas, for the use of the Utility without the necessity of any other conveyance. Facilities shall become a part of the water distribution and sewer collection systems of the Utility, except as may be specified in addendum hereto. The Utility shall have the rights to connect to and to make extensions from Facilities without payment to or permission of Applicant.
11. This is an agreement for installation of Facilities and is not a contract for water or sewer service. Applicant acknowledges that (1.) the furnishing of water and collection of sewer by the Utility are governmental functions and that the Utility does not agree to furnish any specific amount of water or water pressure; (2.) water will be delivered only to customers who enter into separate service contracts with the Utility, but the right to contract, and the type of service to be rendered, shall always be subject to such rules, regulations and policies of the Utility as may be in effect from time to time; and (3.) water furnished under such separate service contracts will be supplied to such customers at whatever pressure and quantity available from time to time without liability for damages due to high or low pressure or stoppage of flow.
12. If within one year after acceptance of Facilities by the Utility, any part of Facilities is damaged, or valve boxes or manholes are covered or removed; or if within one year, any part of the Facilities requires relocation, in the opinion of the Utility, due to construction of street, road, highway or drainage improvements, or other structures, Applicant shall after written notice from the Utility, promptly remedy the defects or relocate Facilities to the satisfaction of the Utility. Upon applicant's failure to perform said work in a timely manner, the Utility shall have the option of performing said work at Applicant's expense.
13. Neither the Utility's inspection, acceptance or use of Facilities shall constitute acceptance of any part of facilities which is defective or not in accordance with the plans and specifications, and if applicant breaches any provision of this contract with respect to the quality of the work, labor, materials, equipment or performance, whether initial or corrective, the Utility may bring an action of law, or inequity, for damages resulting from said breach at any time following discovery thereof until the expiration of the statute of limitations for written contracts.
14. Applicant designate \_\_\_\_\_, as Engineer, who will provide the engineering services described herein.

15. Applicant acknowledges that providing water service from Facilities, or connections thereto, will not be commenced by the Utility prior to Applicant fulfilling all its obligations in strict accordance with the terms of this agreement including the payment of the amounts due to the Utility.
16. All prior negotiations are merged into this agreement and all written addends hereto; said documents shall constitute the entire agreement of the parties.
17. The Utility and Applicant acknowledge and agree that the provisions are severable and if any of these provisions shall contravene, or be invalid under the laws of the United States, the State of Arkansas, or any other jurisdiction, such contravention or invalidity shall not invalidate the whole agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid and the rights and obligations to the parties shall be construed and enforced accordingly.
18. Estimated total construction cost \_\_\_\_\_  
Final total construction cost \_\_\_\_\_

Centerton Water and Sewer Department:

\_\_\_\_\_

By

\_\_\_\_\_

Title

Applicant:

\_\_\_\_\_

By

\_\_\_\_\_

Title



# Centerton

## Water and Sewer Department

### HARDSHIP PAYMENT AGREEMENT (WATER AND OR SEWER SERVICE BILLS)

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ACCT #: \_\_\_\_\_ TOTAL AMOUNT OF AGREEMENT: \_\_\_\_\_

TIME (In Months) REQUESTING TO PAY: \_\_\_\_\_ *(Cannot be more than six (6) months.)*

#### TERMS & CONDITIONS

The Customer(s) hereby agrees to pay CWSD the total arrearage, (divided by no more than 6 payments (months)) which will not be subject to late fees, over the specified period as set forth in this agreement. The customer further agrees that during the period of time covered by this Agreement, the Customer(s) will pay **on or before** the due date shown on each Utility statement. Further, CWSD agrees to not terminate water service for such debt now due and owing, unless Customer(s) fails or refuses to meet terms of this Agreement by not making the proper and timely payments as set forth below.

It is clearly understood that failure to pay the established Hardship Payment amount along with the current monthly amount by the due date, shall be proper cause for the termination of Utility services. The Customer(s) acknowledge that once this agreement is found to be in default, and if the entire amount is not paid in full before the monthly "Shut-Off" date, CWSD may disconnect service until the account is paid in full.

The details of the Hardship Payment Agreement are to be negotiated between the Utility and the Customer(s) and may consider several factors, including but not limited to the following: amount of the bill, ability of the customer to pay, payment history, time the debt has been outstanding, reasons why the debt has been outstanding, and any other relevant factors; provided the Agreement requires payment of the current bill plus a specific amount per month on the arrearage.



# Centerton

## Water and Sewer Department

The Customer(s) has the right to appeal the reasonableness of the proposed payments to the CWSD Commission. The Staff shall advise the Customer(s) of the Commission's meeting date and time. During the pendency of the appeal, the service may not be terminated; provided, that the current bill be paid by the Customer(s) in order to protect their rights under the Commission's Rules.

PAYMENT DUE DATE

AGREEMENT AMOUNT DUE  
\*\*\*PLUS PAY CURRENT BILL\*\*\*

15<sup>th</sup> of \_\_\_\_\_

\_\_\_\_\_

15<sup>th</sup> of \_\_\_\_\_

\_\_\_\_\_

15<sup>th</sup> of \_\_\_\_\_

\_\_\_\_\_

15<sup>th</sup> of \_\_\_\_\_

\_\_\_\_\_

15<sup>th</sup> of \_\_\_\_\_

\_\_\_\_\_

15<sup>th</sup> of \_\_\_\_\_

\_\_\_\_\_

By signing below, I understand this agreement WILL be null and void if payments are not paid by the scheduled due date. I further understand that if I default on this agreement and do not pay my entire account balance by the subsequent "Shut-Off" date, I WILL be subject to disconnection, at which time I will be required to pay my entire account balance along with a \$30 reconnect fee, before my service can be restored. I also understand that by signing below, I WILL NOT be allowed to have another Hardship Agreement for two years after the completion of this one.

\_\_\_\_\_  
CWSD Signature

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date



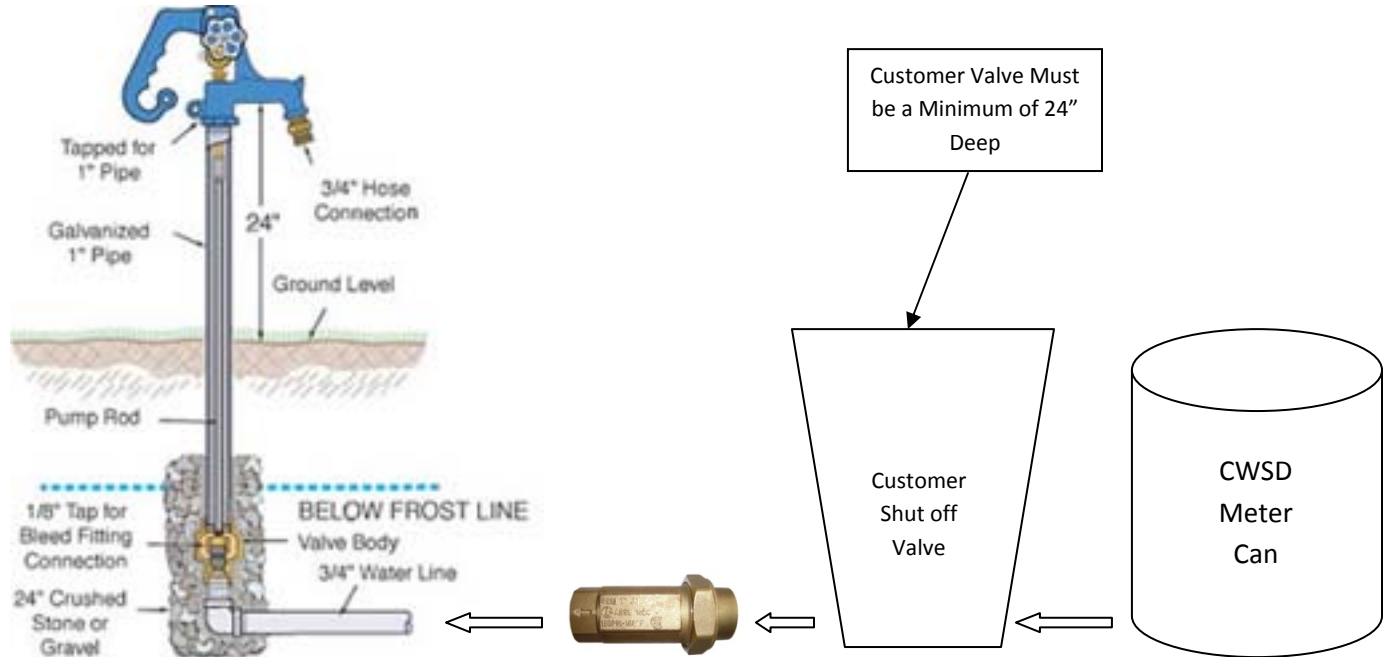
# CWSD Freeze Proof Hydrant

## Installation Requirements

A Dual Check, not a double check, shall be installed anywhere in a customer's service line, after the shut-off valve and before the bury hydrant. Preferably in an accessible location for future maintenance and replacement.

Multiple hydrants require one in line before all hydrants or one at each hydrant.

These are required whether the hydrant is temporary or permanent.



Dual Check assemblies are manufactured by many different companies. Below is just for example purposes.

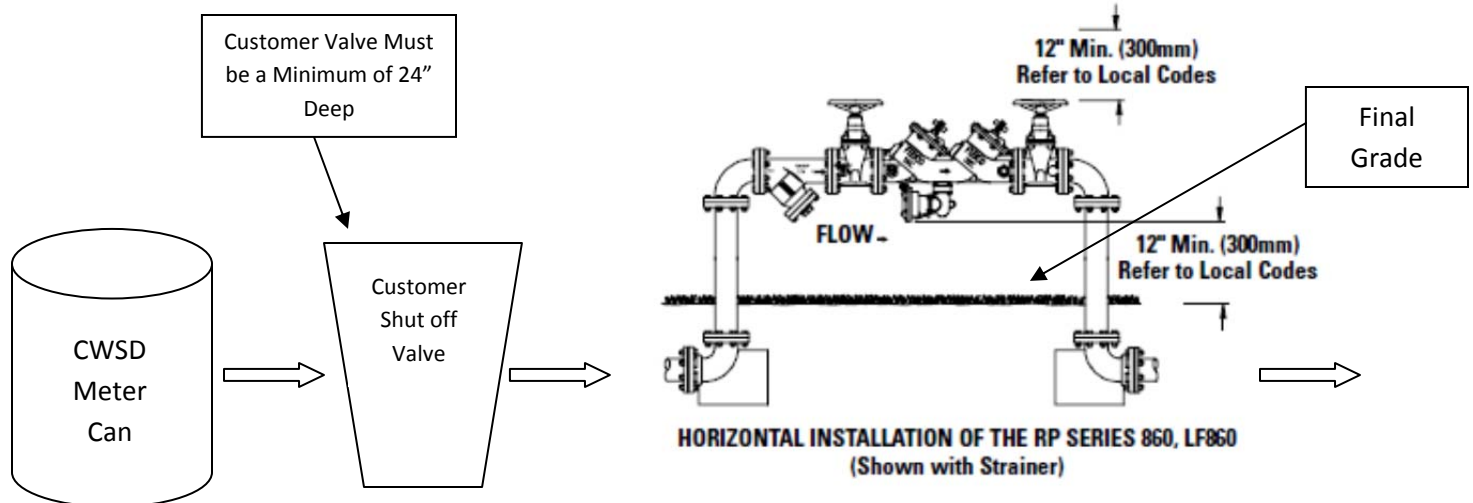


# CWSD Reduced Pressure Backflow Preventer (RPBP)

## Installation Requirements

The vent of the relief valve on the RPBP should be installed between 12" and 18" above the ground or high water mark, whichever is greater. And 24" clear on all sides.

A cover must be installed for freeze protection in the winter.



It should be situated so that the discharge of water from the relief valve does not create an aesthetic problem.

It is essential that the air inlet port not be blocked or flooded. (Discharge of water from the assembly should not cause the port to become flooded.)

The RPBP shall never be installed in a pit.

The RPBP should be installed horizontally with the relief valve pointed downward so that it can drain easily.

A separate ball valve assembly, located on the customer side just off the CWSD meter can, shall be installed. (See diagram above)

The RPBP should be installed on a separate meter other than the residential meter.

Permits are to be pulled at Centerton City Hall and inspections performed by inspector before meter is turned on.

The RPBP shall be tested within 10 days of placing in service and records of inspection turned over to the CWSD and the property owner.

ALL RP devices are to be tested annually and results of those tests turned over to the CWSD and the property owner.

