

BRUNNER HILL PUBLIC WATER AUTHORITY

RULES AND REGULATIONS

Rules and Regulations for the operation and conditions of service of the water system of Brunner Hill Public Water Authority, herein referred to as "BHPWA"

I. Definitions.

- A. Applicant. Any individual, firm, partnership, authority or agency owning or residing on land located within the service area applying for water service.
- B. Board. The governing body of BHPWA.
- C. Consumer. Any individual, firm, partnership, corporation, authority, or other agency consuming water.
- D. Point of Delivery. The point of delivery to each consumer shall be at the meter unless otherwise specified in the Water User's Agreement.
- E. Point of Use. The precise location at which water is used or consumed.
- F. Service. The availability of water for use by the consumer to adequately meet the consumer's requirements. Service is "available" when BHPWA maintains the water supply at normal pressure at the point of delivery, in readiness for the consumers use, regardless of whether the consumer makes use of it.
- G. Water Service. The facilities for supplying water to one residence or business establishment.
- H. Water Service Connection. A water service connection consists of a water meter and other facilities for supplying water to a single point of use (residence, dwelling, property, or premises, structure, business, etc.) A single consumer may be supplied by more than one service connection if that consumer has more than one point of use.
- I. Water User Agreement. The agreement or contract between the consumer and BHPWA, pursuant to which water service is supplied and accepted.
- J. Lock-off. Lock-off occurs when a consumer's meter is turned off and the lid to the meter box is locked; however, the consumer's account is still active and continues to incur minimum charges.

II. General Rules.

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- A. Supply and consumption of water shall be in accordance with these Rules and Regulations and are subject to the applicable rate schedule, understanding that such rate schedule is subject to change with the approval of the State Director; provided further that, if the total amount derived from the collection of water charges is determined to be insufficient according to the most recent Rate Study for the payment of operating costs, emergency repairs, or debt service, the minimum water rate shall be increased as prescribed by the Rate Study in an amount sufficient to pay such operating costs, emergency repairs, or debt service.
- B. A metered service connection is for the sole use of the applicant or consumer. Consumers shall not permit the extension of pipes for the purpose of transferring water from one property to another, or from one point of use to another; nor shall consumers share, resell, or sub-meter water to any other person or entity.
- C. Multiple residential and point of use properties: The standard residential rates of the Association shall be applicable to all multiple residential and point of use properties. Multiple residential properties include mobile home parks, apartment buildings, motels, housing complexes, or similar residential developments. The board may, at its discretion, choose to serve multiple residential properties through a single master meter, if the property is serviced through a single electrical meter.
- D. At no time shall any consumer or individual connect a non-system water source to any service line that is also connected to the system. Representatives of the association have the right to enter the consumers' premises for the purpose of inspection and enforcement of this policy at all reasonable hours. Violations of this policy shall constitute cause for immediate disconnection of service.
- E. Representatives of BHPWA shall have the right to enter upon consumers' premises during reasonable hours to read and test meters, inspect piping, and to perform other duties for the proper maintenance and operation of service, or to remove its meters and equipment upon discontinuance of service by consumers.
- F. The consumer is responsible for anticipating and reporting changes in occupancy and to terminate water service if the new occupant has not transferred the water service into the new occupant's name in accordance with the policy for obtaining service. Until service is formally transferred or terminated, the original consumer shall be responsible for payment of service. The board may refuse to transfer service until all past-due bills and charges have been paid.
- G. BHPWA shall make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extensions, or for other necessary work. Efforts shall be made to notify consumers who may be affected by such interruptions, but BHPWA shall not accept responsibility for losses which might occur due to such necessary interruptions; nor shall BHPWA accept responsibility for losses which might occur due to interruptions to service caused by storms, strikes, floods, or other causes beyond its control.

- H. In the event an applicant whose water requirements are found to exceed the Authority's ability to supply it from existing plant without adversely affecting service to other consumers to an unreasonable extent, *the Authority shall not be obligated to render such service, unless and until suitable self-liquidating financing is arranged to cover necessary investment in an additional plant.*

III. Obtain Water Service.

- A. Applications for new service connections shall be submitted to the BHPWA office and accompanied by a minimum New Connection Fee and a Meter Deposit. The new connection fee is non-refundable and dependent upon the specifics of that particular installation (labor, excavation, length and size of pipe, etc.). The meter deposit shall be maintained in a special account to insure payment of water charges. When service is discontinued, any portion of the deposit remaining after current bills are paid will be refunded to the consumer. Consumers with service terminated and meter pulled because of non-payment shall have their deposit applied to their account to satisfy past-due amounts.
- B. Applications for Reconnection or Transfer of service shall be submitted to the BHPWA office and accompanied by a meter deposit and the appropriate reconnection fee or transfer fee, dependent upon whether or not a meter is already installed at the point of delivery. The reconnection fee or transfer fee is non-refundable. The meter deposit shall be maintained in a special account to insure payment of water charges. When service is discontinued, any portion of the deposit remaining after current bills are paid shall be *refunded to the consumer. Consumers with service terminated and meter pulled* because of non-payment shall have their deposit applied to their account to satisfy past-due amounts.
- C. Consumers must have the following installed (in order of water flow) shut off valve, pressure reducing valve, and check valve between point of delivery (BHPWA's meter box) and the consumer's service line. Furthermore, the valves should be in the consumer's own box, separate from BHPWA's meter box. A plumbing inspector shall inspect all work prior to completion according to Arkansas state plumbing codes.

IV. Billing and Consumers' Responsibilities.

- A. BHPWA bills consumers with active service on a monthly basis in accordance with the Rate Schedule, which is subject to change with the approval of the State Director, including sending a minimum bill to those with zero usage. Bills will generally be mailed on the first working day of each month following that in which the service was rendered.
- B. Payment is due, and must be received, by the 15th of each month. Payments received after the 15th day shall incur a late charge of 10% of the water bill. Failure of the

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Authority to submit a service bill shall not excuse the consumer from the obligation to pay for the water used when the bill is submitted.

- C. If payment is not received or a satisfactory arrangement is made within 15 days of the due date, service shall be locked-off, and a Lock-off Fee shall be applied to the account. All charges at this must be paid in full to have service restored.
- D. If payment is not received 15 days after lock-off, service shall be disconnected, the deposit shall be applied to the outstanding balance of the account, and the meter shall be uninstalled. For restoration of service, the balance on the account must be paid in full and the consumer must submit a new application for Reconnection, and pay a new Deposit and a Reconnection Fee, per paragraph III.B. above.
- E. Deferred (Time) Payment Plans for Hardship Cases shall be considered for consumers who experience hardships such as loss of job, medical emergencies, excessive bill (such as one from a large leak), and extra-ordinary financial difficulties. The payment plan must be in place prior to disconnection and shall be for no longer than ninety (90) days unless otherwise stated in the approved payment plan.
- F. All water users shall continue to incur monthly charges to maintain an active connection to the water system. Consumers who go on vacation or leave after seasonal residence may utilize their personal shutoff valve to prevent water leaks or other issues during their absence. Meters shall continue to be read each month, and consumers *shall continue to receive monthly bills for minimum monthly charge. Consumers may request to disconnect service; however, restoration of service requires an application for Reconnection, a new Deposit and a Reconnection Fee, per paragraph III.B. above.*
- G. Each non-emergency service request a consumer requires completed within 48 hours is subject to a Standard Labor Fee unless the service request must be completed outside BHPWA's established service hours is subject to an After Hours and Weekends Fee in accordance with the Rate Schedule.

V. Meters.

- A. Meters shall be furnished, installed, owned, inspected, and maintained by BHPWA.
- B. *Meters must be in a location accessible to BHPWA representatives, set horizontally, and placed in a meter box furnished by BHPWA.*
- C. Consumers are responsible for damage caused by other-than-normal wear and tear to the meter installed at their point of delivery.
- D. Meter tests requested by consumers shall be performed without cost provided the meter is found to be in excess of allowable limits, 2% fast or slow; however, a standard

labor fee shall be assessed for the cost of making the test if the meter is within tolerance. The percentage of error shall be considered as that percentage arrived at by taking the average of the error at full load and that a 10% load unless a consumer's rate of usage is known to be practically constant, in which case, the error at such constant use shall be used. Meter tests shall be made according to methods of the American Waterworks Association by the Authority as often as deemed necessary.

VI. Main Extensions.

- A. All water main extensions shall comply with the rules and standards of the Arkansas Department of Health-Engineering Section, including but not limited to: Rules and Regulations Pertaining to Public Water Systems; Minimum design standards for potable water systems; and Required plan review and approval prior to construction. Where applicable, extensions shall also comply with guidelines recognized by the Arkansas Rural Water Association and standard industry best practices.
- B. The total cost (100%) of the extension shall be at the expense of the individual, consumer, or developer requesting the water main extension. The cost includes, but is not limited to, materials, labor, engineering, permits, inspections, easement acquisition, and any required road bores or crossings.
- C. Regarding design and installation requirements, all plans and specifications must be submitted to and approved by BHPWA prior to construction; construction shall be performed by a licensed contractor in accordance with BHPWA standards and approved engineering requirements; BHPWA reserves the right to inspect all phases of construction; and the line must pass all required testing, including pressure testing, leakage testing, disinfection, and bacteriological clearance, before being placed into service.
- D. The consumer or developer shall be responsible for securing and recording all necessary easements. Easements must comply with Arkansas law and be approved by BHPWA. Water lines shall not be installed across private property without a properly executed and recorded utility easement acceptable to BHPWA.
- E. The installer, consumer, or developer shall warranty the water main extension for a period of one year from the date the line is placed into service. During this period the installer, consumer, or developer shall be responsible (at their expense) for all repairs, defects, or failures.

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- F. Upon successful completion of the one-year warranty period, ownership shall transfer to BHPWA, subject to final inspection and approval by BHPWA. The water main extension shall be formally dedicated to and accepted by BHPWA as a system asset.
- G. Upon acceptance, BHPWA shall assume full responsibility for the operation, maintenance, and repair of the water main extension in accordance with applicable Arkansas laws and regulations.
- H. BHPWA reserves the right to reject any installation not meeting BHPWA or state standards; to require corrections prior to acceptance; and to refuse service connections to non-compliant or substandard installations.
- I. Nothing in this policy shall obligate BHPWA to extend service to any area where such extension is not technically feasible, economically practical, or compliant with Arkansas state regulations.

VII. Consumer concerns. Should a consumer have a concern about these Rules and Regulations or the application of thereof, he/she may submit the concern in writing to the Board of Directors for consideration. Consumer Concern Forms are available upon request.

VIII. Adoption of Rules and Regulations. These Rules and Regulations have been adopted at the regular or special meeting of the Board of Directors held on the date below and are subject to change from time to time as specified by the Board of Directors. If any portion of these Rules and Regulations shall be declared invalid by competent authority, such voidance shall not affect the validity of the remaining portions.

Adopted by the Board of Directors
on date: June 26, 2026

By: 
Danny Woods, President

By: 
David Phillips, Vice President