

ARKANSAS PUBLIC SERVICE COMMISSION

ORIGINAL _____ Sheet No. TC-1

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty- Arkansas Water
Name of Company

Kind of Service: Water and Sewer

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Ark. Public Serv. Comm. ---APPROVED---10/07/2020 Docket: 19-064-U Order No.- 4

ARKANSAS PUBLIC SERVICE COMMISSION

ORIGINAL _____ Sheet No. TC-2

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty- Arkansas Water
Name of Company

Kind of Service: Water and Sewer

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ORIGINAL _____ Sheet No. TC-3

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer

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ORIGINAL _____ Sheet No. 1

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part I General Information Schedule No. 1

Title: UTILITY INFORMATION

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1. UTILITY INFORMATION

1.1. Utility Official:

Sheri Richard
Director, Rates and Regulatory Affairs

1.2. Telephone Number:

(417) 625-5100

1.3. Mailing Address: Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
602 South Joplin Ave.
Joplin, MO 64802

ARKANSAS PUBLIC SERVICE COMMISSIONORIGINAL _____ Sheet No. 2

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of CompanyKind of Service: Water and Sewer Class of Service: AllPart I General Information Schedule No. 2

Title: DEFINITIONS

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2. DEFINITIONS

- 2.1. The word "Company" as used herein shall mean the Liberty Utilities (Arkansas Water) Corp. acting through its properly authorized officers, directors, agents or employees, each acting within the scope of the particular duties entrusted to him/her.
- 2.2. Individual(s) shall mean a person or group of persons requesting a water main or collecting sewer extension to make water or sewer service available to an existing or proposed, detached, single family residence(s) occupied by the requesting party(ies).
- 2.3. Developer shall mean a person, firm or corporation who sells two or more lots, parcels or tracts of land to others for the purpose of constructing thereon any type of building; who constructs any type of building, on land which has been subdivided for sale, lease or rent by or to a party(ies) other than the developer.
- 2.4. Subdivision shall mean the legal dividing of a tract of land into two or more tracts, lots or parcels.
- 2.5. Arkansas Public Service Commission shall mean the Commission that regulates the intrastate rates and services of public utilities in Arkansas.
- 2.6. The Commission General Service Rules "GSR" and Special Water Rules can be found on the Commission's website (<http://www.apscservices.info/rules.asp>)
- 2.7. Residential and commercial customers shall be designated by the following:
- 2.7.1. Residential customer shall designate:
- A. A building under one roof which is owned, leased, or rented by one party and occupied as a residence.

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ORIGINAL _____ Sheet No. 3

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part I General Information Schedule No. 2

Title: DEFINITIONS

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B. Each unit, which is separately metered, of a multiple unit building under one roof which is owned, leased, or rented by one party and occupied as a residence.

2.7.2. Commercial customer shall designate:

- A. A building containing two or more apartments or family units which are rented or leased to tenants.
- B. A building occupied by a retail or service business which does not manufacture any item or items on the premises.
- C. Any building containing any combination of 'A' and 'B' above.
- D. A hotel, motel, tourist court, trailer court or mobile home park, which rents or leases rooms or spaces to tenants.

2.8. Tariffs shall mean the rules and regulations governing Liberty Utilities (Arkansas Water) Corp. water service rates and charges.

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Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of CompanyKind of Service: Water and Sewer Class of Service: AllPart I General Information Schedule No. 3

Title: TARIFF FORMAT

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3. TARIFF FORMAT**3.1. Sheet Numbering**

- 3.1.1. Sheet numbers appear in the upper left corner of the sheet. The Table of Contents sheets are numbered sequentially beginning with TC-1. All other sheets are numbered sequentially beginning with 1. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 3 and 4 would be 3.1.

3.2. Sheet Revisions

- 3.2.1. Sheet revisions appear in the upper left corner of the sheet and are used to determine the most current sheet version on file with the Arkansas Public Service Commission. For example, the 3rd Revised Sheet No. 12 Replacing 2nd Revised Sheet No. 12.

3.3. Paragraph Numbering Sequence

- 3.3.1. There may be up to seven levels of paragraph numbering.

- 3.
- 3.1.
- 3.1.1.
- 3.1.1. A.
- 3.1.1. A. (1)
- 3.1.1. A. (1) a.
- 3.1.1. A. (1) a. (i)

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ARKANSAS PUBLIC SERVICE COMMISSION

ORIGINAL _____ Sheet No. 5

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part I Policy Schedule No. 1

Title: APPLICATION FOR SERVICE

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1. APPLICATION FOR SERVICE

1.1. Service connection will be made, and water or sewer service will be furnished, upon written application by the prospective customer (or his properly authorized agent, with proper identification), on a form prepared by the Company for this purpose, and after approval of such application by the Company. The application for service shall state clearly the class, scope, and type of use to be made of the service, as well as the purpose for which it will be used.

1.2. The application, these rules and regulations and the Arkansas Public Service Commissions' General Service Rules and Special Rules Water constitute the contract between the customer and the Company; and each customer, by the accepting of water or sewer service, agrees to be bound thereby.

1.3. A new application must be made to, and approved by, the Company upon any change in the identity of the contracting customer at a property or in the service described in the application. The Company may, upon five days written notice, discontinue the water supply until such new application has been made and approved.

1.4. Each application for service shall be made on the basis of rates applicable to customers under the tariff provisions.

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ORIGINAL _____ Sheet No. 6

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 2

Title: SERVICE CONNECTION

PSC File Mark Only

2. SERVICE CONNECTION

- 2.1. Each customer shall be supplied through a separate service line.
- 2.2. The Company will make all connections to its mains, and will furnish, install, and maintain all service lines from the main to and including the curb stop and box, or meter pit, which shall be placed inside the curb line or Company right of way, all of which service line shall be the property of the Company and shall be accessible to, and under its control.
- 2.3. All water service lines from the curb, meter pit, or Company right of way line to the customer's building or place of consumption shall be approved by the Company as to size, kind of pipe, and installation and shall be installed and kept in good repair by the customer at his expense. All such water service lines shall be placed at least two feet below the surface of the ground.
- 2.4. No water service lines shall be laid in a trench with sewer pipe.
- 2.5. When an existing meter is located within the customer's building, a stop and waste valve, easily accessible to the occupants, shall be placed in the service line within the building supplied with water. Such valve shall be located so that it will be possible to drain the meter and all pipes in the building. When the meter is located outside the customer's building, a positive shut off valve shall be located between the customer's building and the meter.
- 2.6. All leaks in water service lines from the curb stop or meter pit to and on the premises supplied, shall be promptly repaired by the customer. On failure to make such repairs and reasonable dispatch, the Company may turn off the water. It will not be turned on until the repairs are completed and the Company has been reimbursed, for expense incurred in reconnecting the water.

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ORIGINAL _____ Sheet No. 7

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 2

Title: SERVICE CONNECTION

PSC File Mark Only

- 2.7. The Company shall not be responsible for maintenance of, (or for damage caused by the water leaking from) the water service line or any other pipe or fixture on the outlet side of the curb stop or meter pit. The customer shall comply with the Arkansas Department of Health, Arkansas Division of Environmental Quality, and municipal plumbing regulations and shall make any changes which may be required because of a change in grade, relocation of mains or otherwise.
- 2.8. The use of water service by a customer shall be in accordance with the class, scope and type of use, and for the purpose stated in his/her application. A customer shall not use, or allow use of water service through his/her service facilities, for others, or for purposes other than those covered by his/her application. To make service available for other purposes or character of use, a new application and contract is required.

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ORIGINAL _____ Sheet No. 8

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 3

Title: METERS

PSC File Mark Only

3. METERS

3.1. GENERAL

- 3.1.1. All water service, except water for firefighting purposes, will be rendered only through meters.
- 3.1.2. Each customer's service shall have a separate meter to register the amount of the water consumed.
- 3.1.3. All meters will be furnished by, and remain the property of the Company. The Company reserves the right to establish the size and location of meter required by each customer.
- 3.1.4. Meters will be maintained by the Company as far as ordinary wear and tear is concerned. The customer, in the instance of an inside installation, shall be responsible to the Company for any damage or loss of any meter caused by the customer's negligence or carelessness (or any person upon his premises under or by his/her consent). The customer shall not permit anyone (except an agent of the Company) to remove, inspect or tamper with the Company's meter, or other property of the Company on his/her premises.
- 3.1.5. The customer will be responsible for the Company's meter, where there is an outside meter installation, in accordance with the State law on meter tampering.
- 3.1.6. The customer shall notify the Company if a meter stops registering as soon as it comes to his/her knowledge.

ARKANSAS PUBLIC SERVICE COMMISSIONORIGINAL _____ Sheet No. 9

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of CompanyKind of Service: Water and Sewer Class of Service: AllPart II Policy Schedule No. 3

Title: METERS

PSC File Mark Only

3.2. Meter Setting

- 3.2.1. All meters shall be set at convenient locations, accessible to the Company, and subject to its control. The meter will normally be placed in a meter box or vault between the curb and property line. Each meter box or vault shall be provided with a suitable cover.
- 3.2.2. Where it is not convenient or if both the customer and the Company agree not to place the meter in a box or vault, the meter will be placed inside the building in a suitable location.
- 3.2.3. The Company shall furnish and install meter boxes or vaults for all meters up to and including 2-inch. Customer shall be responsible to furnish and install meter boxes or vaults for all meters larger than 2-inch. The meter box or vault and cover for outside meter setting shall conform to a proper uniform standard established by the Company. The covers shall be of uniform design for convenience and efficiency in the Company's operation.
- 3.2.4. To prevent heat damage to the meter where steam or hot water under pressure is used (other than for normal residential use) a swing check valve and a pressure relief valve must be placed, at the expense of the customer on the discharge side of the meter, and before any outlets are taken off the service line.

3.3. Meter Testing

- 3.3.1. The quantity of water recorded by the meter shall be conclusive for both the customer and the Company, except when the meter has been found to be registering inaccurately or has ceased to register. In either of such cases the meter will be promptly repaired or replaced by the Company, and the quantity of water consumed shall be estimated by the average registration of the meter on previous corresponding periods.

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ORIGINAL _____ Sheet No. 10

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
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Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 3

Title: METERS

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3.3.2. In case of a disputed bill involving the accuracy of a meter, such meter shall be tested (upon the request of the customer) in accordance with the Arkansas Public Service Commission's Special Rules -Water and General Service Rules.

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ORIGINAL _____ Sheet No. 11

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 4

Title: BILLS

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4. BILLS

4.1. Each customer is subject to a minimum charge, the amount of which is set forth in the Tariff by service location.

4.2. Bills for water or sewer service will be rendered and are due and payable as specified in the Tariff.

4.3. The presentation or non-presentation of a bill shall not be held to be a waiver of any of the rules or regulations.

4.3.1. The following payment options are available to customers to retain service during extended absences.

- A. Electronic Payment
- B. Bank Draft
- C. Prepayment/ Pay average bill in advance
- D. Online payment
- E. Mail Bill to forwarding address
- F. Have second party sign agreement to pay

4.3.2. To the extent that service and mailing address for customers are different they must provide the last 4 digits of their SSN and date of birth when taking service.

ARKANSAS PUBLIC SERVICE COMMISSIONORIGINAL _____ Sheet No. 12

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of CompanyKind of Service: Water and Sewer Class of Service: AllPart II Policy Schedule No. 5

Title: DISCONTINUANCE OF SERVICE POLICY

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5. DISCONTINUANCE OF SERVICE POLICY**5.1. Discontinuance of Service**

5.1.1. Whenever the customer desires to have his water service discontinued, he shall notify the Company five days prior to the desired discontinuance date. The customer will be responsible for the payment of all service rendered by the Company, up to the date of proposed discontinuance, to enable the Company to make the final reading of the meter(s).

5.1.2. When premises will be unoccupied temporarily, the customer shall notify the Company, and the water will be turned off. All charges will cease from the date when water service is turned off. When the property is again occupied, the customer shall notify the Company, and the water will be turned on. No refund or allowance will be made for unoccupied property when notice has not been given as provided. No allowances will be provided for property unoccupied for a period less than one month.

5.1.3. In cases of vacancy of a customer's property, the customer must notify the Company of such vacancy, and upon his failure to do so, he will become responsible for any damage to the property of the Company, arising from freezing, water damage, injury to meter, or any other failure.

5.1.4. Service to any customer may be discontinued for non-payment or other violation of any of the rules and regulations listed in the tariffs. However, before service may be discontinued for any violation, the Company shall give at least five (5) days written notice to the customer, stating the rule violated, the manner of violation, and the date after which service will be discontinued if the violation continues.

5.2 Reconnection of Service

5.2.1 After service is thus discontinued for nonpayment or other violation of rules and regulations, the Company may require payment of any Commission-approved

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Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 5

Title: DISCONTINUANCE OF SERVICE POLICY

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collection, late charge, or reconnection fees before reconnecting service if suspension followed all applicable Commission Rules.

If the reason for suspension is for unauthorized use of service or tampering with the Company's equipment, the Company may require a reasonable payment for damage to its equipment and estimated usage before reconnecting service. The Company may refuse to reconnect unless the Commission orders otherwise.

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of CompanyKind of Service: Water and Sewer Class of Service: AllPart II Policy Schedule No. 6

Title: CUSTOMER DEPOSITS

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6. CUSTOMER DEPOSITS**6.1. Deposit Due to Bankruptcy [GSR 4.02.(A)(7)]**

6.1.1. In accordance with the United States Bankruptcy Code, U.S.C.A. Title 11, Section 366, Company may require a Customer to furnish adequate assurance of payment in the form of a deposit or other security. This deposit may be in addition to all other deposits posted with Company before the bankruptcy filing.

6.2 The Company will pay simple interest on customer deposits at a rate set annually by the Arkansas Public Service Commission.

6.3 The Company will refund said deposit on notice to discontinue water service and after payment in full has been made for all water service rendered, or when the customer shall have paid undisputed bills for water service by due date over a period of twelve consecutive months. Any customer, having secured the return of a deposit, shall not be required to make a new deposit unless the water service has been discontinued or the customer's credit standing has been impaired through failure to comply with tariff provisions.

6.4 The payment of any undisputed bill, within the meaning of these rules, shall be payment of the bill within twenty-two days following presentation of the bill, or the payment of any contested bill, payment of which is withheld beyond the period herein mentioned and the dispute is terminated substantially in favor of the customer and payment made by the customer within ten days thereafter.

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Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 7

Title: EXTENDED DUE DATE PLAN POLICY

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7. EXTENDED DUE DATE PLAN

7.1. An Extended Due Date Plan is available to qualified residential customers who make application for the Plan, and are qualified.

7.1.1. Applying for the extended due date plan and in order to qualify, the applicant must show a receipt for the income that he or she is receiving from one of the following categories. Applicant must also receive their income after, but no greater than fourteen (14) days after, their normal due date. Qualifying categories are:

- A. Persons receiving Aid to Families with Dependent Children (AFDC) or Aid to the Aged, Blind and Disabled (AABD);
- B. Persons receiving Supplemental Security Income; or
- C. Persons whose primary source of income is Social Security or Veterans Administration disability, or retirement benefits.

7.1.2. Evidence of any of these can be supplied by providing one or more of the following:

- A. A copy of the customer's check from the agency providing the income showing the date of benefit. Date of receipt will be the check date for direct deposit and three (3) days following date of check for other than direct deposit.
- B. A letter from the agency providing the income, stating that payments are being made to the customer on the date payments are normally made.

7.1.3. The applicant must be the Company customer of Record at his or her address.

7.1.4. When a customer is placed on the Plan, his or her monthly water bill due date shall be less than 28 calendar days following the bill date on the bill.

7.1.5. A customer's extended due date may be removed if the customer does not pay the bill by the close of business on the due date two (2) times in a row, or any three (3) times in the last twelve (12) months. The Company shall notify the customer in writing that the extended due date has been removed for late payments

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
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Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 8

Title: WATER MAIN EXTENSIONS

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8. WATER MAIN EXTENSIONS

8.1. General

- 8.1.1. Any individual or developer may request water service to be made available to any lot(s) or subdivision under these rules and regulations.
- 8.1.2. The minimum size of water main to be installed under these rules and regulations shall be eight inches inside diameter where fire flows are necessary and six inches when no fire flows are necessary except on a cul-de-sac less than 300 feet, where a two-inch may be installed.
- 8.1.3. The normal routing for water main extensions shall be in dedicated streets.
- 8.1.4. The terms of water main extension contracts for industrial and commercial water users, other than developers, shall be negotiated on an individual basis.
- 8.1.5. Company shall design and be the sole judge as to the adequacy of any water main extension and appurtenances.

8.2. Extensions for Individuals.

- 8.2.1. Free-Footage Allowance: The utility shall extend its water distribution mains to serve new individual residences at its own expense when the required total length of main extensions from the nearest existing utility facility is not in excess of fifty (50) feet per service connection.
- 8.2.2. In instances where the free footage allowance is not sufficient to permit the installation of the required water main extension, the individual(s) shall contribute to the Company the estimated excess cost. The cost of the water main extension shall be based on the use of a six-inch inside diameter main.

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Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 8

Title: WATER MAIN EXTENSIONS

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8.2.3. In instances where more than one individual has requested a water main extension any contribution shall normally be divided in proportion to front footage of the lots. Other methods of dividing the deposit may be used, provided they are acceptable to all individuals and the Company.

8.2.4. A water main extension must extend to the centerline of the building lot. In instances where the building lot has frontage paralleling the route of water main extension in excess of 150 feet, the water main extension shall extend to a point opposite the most distant side of the house or driveway, whichever may be greater.

8.3. Extensions for Residential Subdivisions

8.3.1. The applicant(s) for a main extension shall furnish two (2) maps to a suitable scale showing the street and lot layouts and, when requested by the utility, contours or other indications of the relative elevation of the various parts of the area to be developed.

8.3.2. A water main extension must extend to the extreme property lines of the development.

8.3.3. Each separate water main extension to and/or within a subdivision shall be subject to a separate agreement.

8.3.4. Developers shall enter into an agreement with the Company. At the time of the execution of the agreement, the developer shall contribute to the Company the estimated cost of the facilities required to serve the required area, including any overhead cost to the Company such as supervision, engineering, accounting, legal expense and the cost of obtaining any necessary governmental permits. The amount of the contribution shall be adjusted to the actual cost of construction, including overhead, by either collecting an additional contribution from the developer for cost overrun or refunding part of the original contribution for any cost underrun. There shall be no refund to the developer for any reason other than adjusting the initial contribution to the actual cost of construction.

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ORIGINAL _____ Sheet No. 17

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 8

Title: WATER MAIN EXTENSIONS

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8.3.5. The Company shall prepare plans, specifications, and cost estimates for proposed main extensions at its own expense. In the event a main extension agreement is not entered into within the 120 days after the Company furnishes plans, specifications, and estimates, the applicant shall reimburse the Company an amount equal to Company expenses.

8.4. Special Facilities.

8.4.1. Special facilities shall include source of supply, storage and/or booster pumping facilities which may be required to render adequate water service to an area for which such services has been requested.

8.4.2. In the event a developer proposes a development that requires the installation of a special facility(ies) before said development can be rendered adequate service, the cost of said facility(ies) shall be included in the cost of development and the return therefore shall be a part of the guaranteed revenue placed in escrow.

8.4.3. The Company shall be responsible to construct and/or install special facilities as may be required from time to time to maintain the rendering of adequate water service to existing customers.

8.4.4. The Company shall be the sole judge as to the design of and the time of construction and/or installation of any special facility(ies).

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 9

Title: COLLECTION SEWERS EXTENSIONS

PSC File Mark Only

9. COLLECTING SEWERS EXTENSIONS

9.1. General

- 9.1.1. Any individual or developer may request sewer service to be made available to any lot(s) or subdivision under these rules and regulations.
- 9.1.2. The pipe used in making extensions shall be of a type and size which will be reasonably adequate for the area to be served. Such determination as to size and type of pipe shall be left solely to the judgment of the Company.
- 9.1.3. The routing for collecting sewer main extensions shall be determined by the Company.
- 9.1.4. The terms of collecting sewer extension contracts for industrial and commercial sewer users, other than developers, shall be negotiated on an individual basis.
- 9.1.5. Company shall design and be the sole judge as to the adequacy of any collecting sewer extension and appurtenances.

9.2. Extensions for Individuals.

- 9.2.1. Free-Footage Allowance: The utility shall extend its collecting sewer pipes to serve new individual residences at its own expense when the required total length of extensions from the nearest existing utility facility is not in excess of fifty (50) feet per service connection.
- 9.2.2. In instances where the free footage allowance is not sufficient to permit the installation of the required collecting sewer extension, the individual(s) shall contribute to the Company the estimated excess cost.

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ORIGINAL _____ Sheet No. 19

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 9

Title: COLLECTING SEWER EXTENSIONS

PSC File Mark Only

9.2.3. In instances where more than one individual has requested a collecting sewer extension any contribution shall normally be divided in proportion to front footage of the lots. Other methods of dividing the deposit may be used, provided they are acceptable to all individuals and the Company.

9.2.4. A collecting sewer extension must extend to the centerline of the building lot.

9.3. Extensions for Residential Subdivisions

9.3.1. The applicant(s) for a collecting sewer extension shall furnish two (2) maps to a suitable scale showing the street and lot layouts and, when requested by the utility, contours or other indications of the relative elevation of the various parts of the area to be developed.

9.3.2. A collecting sewer extension must extend to the extreme property lines of the development.

9.3.3. Each separate collecting sewer extension to and/or within a subdivision shall be subject to a separate agreement.

9.3.4. Developers shall enter into an agreement with the Company. At the time of the execution of the agreement, the developer shall contribute to the Company the estimated cost of the facilities required to serve the required area, including any overhead cost to the Company such as supervision, engineering, accounting, legal expense and the cost of obtaining any necessary governmental permits. The amount of the contribution shall be adjusted to the actual cost of construction, including overhead, by either collecting an additional contribution from the developer for cost overrun or refunding part of the original contribution for any cost underrun. There shall be no refund to the developer for any reason other than adjusting the initial contribution to the actual cost of construction.

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 9

Title: COLLECTING SEWER EXTENSIONS

PSC File Mark Only

9.3.5. The Company shall prepare plans, specifications, and cost estimates for proposed collecting sewer extensions at its own expense. In the event an extension agreement is not entered into within the 120 days after the Company furnishes plans, specifications, and estimates, the applicant shall reimburse the Company an amount equal to Company expenses.

9.4. Special Facilities.

9.4.1. Special facilities shall include source of supply, storage and/or booster pumping facilities which may be required to render adequate sewer service to an area for which such services has been requested.

9.4.2. In the event a developer proposes a development that requires the installation of a special facility(ies) before said development can be rendered adequate service, the cost of said facility(ies) shall be included in the cost of development and the return therefore shall be a part of the guaranteed revenue placed in escrow.

9.4.3. The Company shall be responsible to construct and/or install special facilities as may be required from time to time to maintain the rendering of adequate water service to existing customers.

9.4.4. The Company shall be the sole judge as to the design of and the time of construction and/or installation of any special facility(ies).

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ORIGINAL Sheet No. 21

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 10

Title: MISCELLANEOUS POLICY PSC File Mark Only

10. MISCELLANEOUS

- 10.1. Water shall not be turned on to any customer's premises by any person who is not an agent of the Company. Except when temporarily, by a plumber, with Company approval to enable him to test his work, and provided it shall be turned off immediately after the test is made.
- 10.2. The authorized agents of the Company shall have the right of access, at all reasonable hours, to the premises supplied with water for the purpose of reading meters, examining pipes and fixtures, observing manner of using water, and for any other purpose which is proper and necessary in the conduct of the Company's business. Such agents shall carry proper credentials evidencing their employment by the Company.
- 10.3. The Company will not be liable for any claim or damage arising from a shortage of water, the breaking of machinery or other facilities, or for any other cause.
- 10.4. As necessity may arise in the case of a break, emergency or other similar cause, the Company shall have the right temporarily to cut off the water supply in order to make necessary repairs, connections, etc. The Company shall use all reasonable and practicable measures to notify the customer, in advance, of such discontinuance of service. The Company shall not be liable for any damage or inconvenience suffered by the customer, or for any claim for interruption in service, lessening of supply, inadequate pressure, poor quality of water, or any other cause. The Company may restrict or regulate the quantity of water used by customers in case of scarcity or whenever the public welfare may require it.

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Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 10

Title: MISCELLANEOUS POLICY

PSC File Mark Only

- 10.5. No customer shall open or close any of the Company's curb stops or valves in any public or private line. This is in accordance with the state law on meter tampering.
- 10.6. No agent or employee of the Company shall have the right or authority to bind it by any promise, agreement, or representation contrary to the letter or intent of these rules and regulations.
- 10.7. Lawn, greenhouse, and garden sprinkling will be permitted through flexible hoses if equipped with hand or automatic nozzles.
- 10.8. Underground lawn sprinklers and irrigation systems may be installed only under special approval by the Company. Customer must furnish schematic drawing of the proposed pipe layout, together with valves, sprinkler heads, and appurtenances, including sizes and specifications.
- 10.9. The Company reserves the right to alter or amend these rules and regulations in the manner provided by law.

ORIGINAL _____ Sheet No. 23

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part II Policy Schedule No. 11

Title: THIRD PARTY DAMAGE POLICY

PSC File Mark Only

11. THIRD PARTY DAMAGE POLICY

11.1. General

It is the Companies policy to bill for the cost to repair its facilities and for loss of water caused by third party damage. When a third party damage occurs, the excavator, resident, or emergency responder will call and report the damage to the company. The cost to repair the companies facilities shall include but not be limited to, cost of labor, whether provided by the company employees or by contract labor, material, and applicable overhead costs. The company will determine the volumes of lost water and apply the cost of pumping to those volumes in order to determine the cost to recover related to lost water.

11.2. Third Party Damage Billing and Collection Process

The Company will bill the third party within 30 days of making the repairs. If payment is not received or payment arrangements made within thirty days from the date the bill is submitted, the company will send a notice of overdue payment to the third party. If the third party does not pay within 30 days of the date shown on the overdue notice, the account will be assigned to an outside collection agency.

11.3. Accounting Process

The Company will create a work order to track the costs of all third party damages. If the repair was a capital expenditure, the reimbursement will be credited to the appropriate asset account. If the repair is an expense repair, the reimbursement will be credited to the appropriate expense account. The cost of lost water will be credited to the company's cost of pumping. The Company will maintain records in order that its billing and collection of third party damage costs can be determined.

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ORIGINAL _____ Sheet No. 24

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 1

Title: WHITE HALL WATER

PSC File Mark Only

1. WHITE HALL WATER SERVICE

1.1. Availability:

1.1.1. This service is available to existing or new water customers located within the White Hall Water service territory. Service is for the exclusive use of customers and shall not be resold or allowed to be used by others.

1.2. Rates

1.2.1. All users of the water system shall be charged:

1.2.1.A. Meter Service Fee \$13.30 per month

1.2.1.B. Water Consumption Charge \$0.00521 per gallon

1.2.2. The billing period shall be no less than 25 days and no more than 35 days unless it is the first or final bill. The Water Customer Meter Service Fee per billing period shall be prorated in the billing periods that the customer initiates and terminates service.

1.3. Minimum Charge

1.3.1. The Minimum Charge per billing period shall be the same rate as the water customer's Meter Service Fee.

1.3.2. The Minimum Charge per billing period in a billing period in which water service is initiated or disconnected shall be the water customer's Meter Service Fee per billing period prorated to reflect the fraction of the billing period for which service was rendered under this rate schedule.

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ORIGINAL _____ Sheet No. 25

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 1

Title: WHITE HALL WATER

PSC File Mark Only

1.4. Payment

1.4.1. Bills are rendered monthly and are due and payable within twenty-two (22) days from the date of the bill. If any monthly bill is not so paid, the Company shall have the right to charge a late payment fee as provided under Rate Schedule 4, paragraph 4.4.1. When service is suspended for non-payment, the charges as provided under Rate Schedule 4, paragraph 4.7.1. shall also be collected from the customer. If any monthly bill is not so paid, the Company shall have the right to suspend service.

1.5. Service Regulations

1.5.1. Service under this Schedule is subject to the Service Rules and Regulations of the Company as they are now on file or may in the future be filed, with the Commission.

1.6. Refund Provision

1.6.1. In the event the Commission has not issued orders approving new rates for White Hall Water Service to become effective by October 1, 2020, then the rates charged for usage after October 1, 2020, until new rates become effective, shall be collected subject to refund so that if the new rates are less than the initial rates, the Company shall issue a credit to the customer for the difference between the initial rates and the new rates for usage from October 1, 2020, with interest, until the new rates become effective.

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ORIGINAL _____ Sheet No. 26
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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company
Kind of Service: Water and Sewer Class of Service: All
Part III Policy Schedule No. 2
Title: WHITE HALL SEWER

PSC File Mark Only

2. WHITE HALL SEWER SERVICE

2.1. Availability:

2.1.1. This service is available to existing or new sewer customers located within the White Hall Sewer service territory. Service is for the exclusive use of customers and shall not be resold or allowed to be used by others.

2.2. Rates

2.2.1. All users of the sewer system shall be charged:

- 2.2.1.A. Sewer Fee \$19.13 per month
Includes the first 1,000 gallons
- 2.2.1.B. Sewer Consumption Charge \$0.00517 per gallon
In excess of the first 1,000 gallons

2.2.2. Residential Sewer Consumption on a customer bill is determined between April 15th and May 1st of each year by the following formula.

$$\frac{\sum \text{metered water consumption within Nov 1st to Apr 15th}}{\sum \text{No. of days in reading periods}} \times \frac{365}{12}$$

This amount is used for the monthly sewer consumption from May 1st to April 30th of the following year.

2.2.3. New Residential Customer's Sewer Consumption will be 5,984 gallons until it can be determined by the formula in 2.2.2.

2.2.4. Commercial Customer's Sewer Consumption on a customer bill is equal to Water Consumption on that bill.

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 2

Title: WHITE HALL SEWER

PSC File Mark Only

2.2.5. The billing period shall be no less than 25 days and no more than 35 days unless it is the first or final bill. The Sewer Fee per billing period shall be prorated in the billing periods that the customer initiates and terminates service.

2.3. Minimum Charge

2.3.1. The Minimum Charge per billing period shall be the same rate as the sewer customer's Sewer Fee.

2.3.2. The Minimum Charge per billing period in a billing period in which sewer service is initiated or disconnected shall be the sewer customer's Sewer Fee per billing period prorated to reflect the fraction of the billing period for which service was rendered under this rate schedule.

2.4. Payment

2.4.1. Bills for sewer service are rendered monthly and are due and payable within twenty-two (22) days from the date of the bill, and can be in conjunction with White Hall Water service or from another entity other than LUAW. If any monthly sewer bill in conjunction with White Hall Water service is not so paid, the Company shall have the right to charge a late payment fee as provided under Rate Schedule 4, paragraph 4.4.1. When service is suspended for non-payment, the charges as provided under Rate Schedule 4, paragraph 4.7.1. shall also be collected from the customer. If any monthly sewer bill is not so paid in conjunction with water service from an entity other than LUAW, the Company shall have the right to request suspension of service pursuant to Arkansas Code Annotated § 14-234-701 *et seq.*

2.5. Service Regulations

2.5.1. Service under this Schedule is subject to the Service Rules and Regulations of the Company as they are now on file or may in the future be filed, with the Commission

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 2

Title: WHITE HALL SEWER

PSC File Mark Only

2.6. Refund Provision

In the event the Commission has not issued orders approving new rates for White Hall Sewer Service to become effective by October 1, 2020, then the rates charged for usage after October 1, 2020, until new rates become effective, shall be collected subject to refund so that if the new rates are less than the initial rates, the Company shall issue a credit to the customer for the difference between the initial rates and the new rates for usage from October 1, 2020, with interest, until the new rates become effective.

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Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 3

Title: WOODSON-HENSLEY WATER

PSC File Mark Only

3. WOODSON-HENSLEY WATER SERVICE

3.1. Availability:

3.1.1. This service is available to existing or new water customers located within the Woodson-Hensley service territory. Service is for the exclusive use of customers and shall not be resold or allowed to be used by others.

3.2. Rates

3.2.1. All users of the water system located within the Woodson, Hensley, and Banner Township areas shall be charged the following rates:

- 3.2.1.A. Minimum Charge \$18.00 per month
Includes the first 3 CCF
- 3.2.1.B. Water Consumption Charge
 - For consumption from 3-5 CCF \$2.61194 per CCF
 - In excess consumption of 5 CCF \$2.23881 per CCF

3.2.2. All users of the water system located within the North Woodson area shall be charged the following rates:

- 3.2.2.A. Minimum Charge \$23.00 per month
Includes the first 3 CCF
- 3.2.2.B. Water Consumption Charge
 - For consumption from 3-5 CCF \$2.61194 per CCF
 - In excess consumption of 5 CCF \$2.23881 per CCF

3.2.3. The billing period shall be no less than 25 days and no more than 35 days unless it is the first or final bill. The Minimum Charge per billing period shall be prorated in the billing periods that the customer initiates and terminates service.

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Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 3

Title: WOODSON-HENSLEY WATER

PSC File Mark Only

3.3. Minimum Charge

3.3.1. The Minimum Charge per billing period in a billing period in which water service is initiated or disconnected shall be the Minimum Charge per billing period prorated to reflect the fraction of the billing period for which service was rendered under this rate schedule.

3.4. Payment

3.4.1. Bills are rendered monthly and are due and payable within twenty-two (22) days from the date of the bill. If any monthly bill is not so paid, the Company shall have the right to charge a late payment fee as provided under Rate Schedule 4, paragraph 4.4.1. When service is suspended for non-payment, the charges as provided under Rate Schedule 4, paragraph 4.7.2. shall also be collected from the customer. If any monthly bill is not so paid, the Company shall have the right to suspend service.

3.5. Service Regulations

3.5.1. Service under this Schedule is subject to the Service Rules and Regulations of the Company as they are now on file or may in the future be filed, with the Commission

ORIGINAL _____ Sheet No. 31

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 4

Title: CHARGES RELATED TO CUSTOMER ACTIVITY

PSC File Mark Only

4. CHARGES RELATED TO CUSTOMER ACTIVITY

4.1. Connection Fee

4.1.1. The Company will charge a \$50.00 Connection Fee when an applicant or other authorized party requests that water service be connected. The payment may be made at the Company's business office or may be billed on the customer's first bill.

4.2. Landlord Fee

4.2.1. For customers in the White Hall service territory.

If you are a Landlord you will need to provide:

- A. Proof of ownership.
- B. Two ID's, one with a picture.

The Company will charge a \$20.00 Connection fee for the water service to be connected.

4.3. Meter Test Charge

4.3.1. If the meter tested, at the request of the customer to the Company or at the request of the customer to the Commission, is found to have an error in registration of three percent (3%) or less, the Company may make a charge as compensation for such test.

<u>Meter Size</u>	<u>Charge</u>
5/8", 3/4", 1"	\$25.00
1-1/2" or greater	\$50.00

If the error in registration is found to be greater than three percent (3%), then the cost of the test shall be borne by the Company.

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 4

Title: CHARGES RELATED TO CUSTOMER ACTIVITY

PSC File Mark Only

4.4. Late Payment Fee

4.4.1. The Company may bill a water and/or sewer customer a Late Payment fee, if the payment of a billing is not received by the Company or its authorized agent for payment before the close of business on the due date as shown on the bill. The Late Payment Fee shall be calculated on only the overdue amount and will be determined as follows: 10 percent (10%) of the first \$30.00 of the customer’s unpaid bill and 2 percent (2%) of the remainder of the customer’s unpaid bill. The amount of the Late Payment Fee will be printed on the bill when it is applied.

4.5. Returned Check Fee

4.5.1. For customers in the White Hall service territory.

Company will charge a returned check fee of \$30.00 when a Customer pays by check and the check is returned to the Company for any reason other than bank error.

4.5.2. For customers in the Woodson – Hensley service territory.

Company will charge a returned check fee of \$25.00 when a Customer pays by check and the check is returned to the Company for any reason other than bank error.

4.6. Service Trip Charge for customers in the Woodson – Hensley service territory.

4.6.1. Service trip charge for discontinuance of service is \$12.00.

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Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 4

Title: **CHARGES RELATED TO CUSTOMER ACTIVITY**

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4.7. Reconnection Fees

4.7.1. For customers in the White Hall service territory.

If water service has been discontinued for any of the reasons contained in the Commission General Service Rules No. 6.01.(A) through (R), the Company will not restore water service until proof is given that the customer has complied with the rules and regulations, and until any Collection, Late Penalty, or Reconnection fees have been paid to the Company. Copies of the Commission Rules are available on the Commission Website. The Company will charge the following Reconnection Fee as a reimbursement for costs of restoration of water service.

Reconnection during the business hours
8:00 am - 4:00 pm Monday through Friday
excluding holidays recognized by the Company \$50.00

4.7.2. For customers in the Woodson – Hensley service territory.

If water service has been discontinued for any of the reasons contained in the Commission General Service Rules No. 6.01.(A) through (R), the Company will not restore water service until proof is given that the customer has complied with the rules and regulations, and until any Collection, Late Penalty, or Reconnection fees have been paid to the Company. Copies of the Commission Rules are available on the Commission Website. The Company will charge the following Reconnection Fee as a reimbursement for costs of restoration of water service.

Reconnection during the business hours
8:00 am - 4:00 pm Monday through Friday
excluding holidays recognized by the Company \$25.00

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 4

Title: CHARGES RELATED TO CUSTOMER ACTIVITY

PSC File Mark Only

4.8. Builders Temporary Service

4.8.1. Contractors, builders, or others will be required to take water at the Company's established meter rates and in addition shall pay a deposit of \$1,000.00 for a temporary meter for construction purposes to be paid at the time a permit is granted. The deposit will be refunded with interest at the APSC established rate for deposit interest once the temporary meter is returned undamaged when the permanent meter is installed per the water main extension agreement to be individually negotiated per site.

4.9. New Construction Connect Fee

4.9.1. For customers in the White Hall service territory.

The Company will charge a new construction connect fee of \$300.00 for a new water tap and will charge \$1,200.00 for a new sewer tap.

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Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 5

Title: FEE FOR FEDERAL SAFE DRINKING WATER ACT COMPLIANCE

PSC File Mark Only

5. FEE FOR FEDERAL SAFE DRINKING WATER ACT COMPLIANCE

5.1. Federal Safe Drinking Water Act

5.1.1. Act 903 of 1993 authorized the Department of Health to collect certain fees from each public water system for service provided, other than plan reviews, by the Public Water System Supervision program. The Public Water System Supervision Program is a program administered by the Department of Health, Division of Engineering, which includes the monitoring and supervision of all community public water systems. Activities under this program include, but are not limited to, conducting sanitary surveys, collecting and analyzing water samples and interpreting the results, training water system operators, investigating water and waste water complaints, and reviewing applications, engineering reports, and construction plans for water and waste water facilities,

5.2. Rate

5.2.1. Pursuant to Act 903 of 1993, the Utility will collect a fee per service connection per month and shall be labeled "Fee for Federal Safe Drinking Water Act Compliance" and payable to the Department of Health. The fee will be subject to an increase or decrease as determined by the State Board of Health and established by law.

5.3. Term

5.3.1. The fees prescribed herein will continue in effect until further notice.

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 6

Title: WATER MAIN EXTENSION AGREEMENT

PSC File Mark Only

6. RULES AND REGULATIONS GOVERNING WATER MAIN EXTENSIONS

6.1. Developer hereby applies to the Company for the said extension of its system, and the Company agrees to construct the said extension under the terms and conditions hereinafter set forth and in accordance with its rules and regulations.

6.2. Developer shall contribute to the Company upon the execution hereof the sum of _____ DOLLARS (\$). which amount the Company estimates to be the cost of installing the said extension, including any overhead cost to the Company such as supervision, engineering, legal expenses and the cost of obtaining any necessary governmental permits. Said estimated cost contains a provision of \$ _____ for rock excavation.

If the actual cost of construction varies from the aforesaid provision, the amount of Developer's contribution will be adjusted accordingly. If it is necessary to adjust the amount of Developer's contribution, in accordance with the terms of this paragraph, a supplemental memorandum will be prepared setting forth the "cost" and shall be attached hereto and made a part hereof. There shall be no refunds of any monies contributed by the Developer except for any adjustments to the actual construction cost as set forth in this paragraph.

6.3. The Company will use its best efforts to commence and carry to completion as soon as possible the installation of said extension, having in mind however, delays which may be occasioned by weather, acts of God or the public enemy, strikes, or other matters not within its control.

6.4. It is further mutually understood and agreed that the mains and appurtenances within the limits of the street, avenues, roads, ways or easement areas, whether or not attached to or serving customers but constructed as part of the extension, shall be and remain property of the Company, its successors and assigns. The Company shall have the right to extend any main installed by it pursuant to the terms of this agreement in or to other lands, streets, or avenues.

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ORIGINAL _____ Sheet No. 37

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 6

Title: WATER MAIN EXTENSION AGREEMENT

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- 6.5. Developer will, on the request of the Company, grant to it an exclusive and irrevocable easement, at no cost to Company, for the installation, maintenance, operation, repair and replacement of said main extension and appurtenances within the limits of any existing or proposed street, avenue, road, way or easement area, together with right of ingress and egress thereto, in form satisfactory to the Company and duly executed and acknowledged in proper form for record.
- 6.6. It is further understood and agreed by and between the parties hereto that the Company's agreement to construct the said extension is subject to the public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein. In the event that the Company, after prompt application and diligent effort, is unable to obtain any necessary consent, order, permit or approval as aforesaid, or in the event that the Company is enjoined or prevented by lawful action of any such public officer or official body from constructing the said extension, the Company's sole obligation will be to repay to Developer the said sum of DOLLARS (\$ _____), which amount shall be the difference between the amount advanced and estimated expenses incurred by the Company in conjunction with the main extension and appurtenances which are the subject of this agreement.
- 6.7. Developer agrees that before the commencement of work by the Company, he will clearly indicate upon the ground by means of stakes or in some other equally positive manner the exact lines and grades to which the street highway, or land in which the said water pipes are to be laid is to be finally built and that he will grade the said street, highway or land so that it will be at all points within less than one (1) of the above finished grades before the Company commences the work of installing the said water pipes. The Company, however, shall not be required to lay its pipes according to lines or grades of which it does not approve. And it is agreed that in case of any time, prior to the dedication and acceptance as a public street or highway by the municipality of any street or highway under which water mains are laid in conformity with this agreement it shall become necessary to change or move the said pipes or their appurtenances by reason of any change or alteration in the lines or grades of the street, highway, or land in which they are laid, then the expense of such change or moving of said pipes and their appurtenances, and any other expense incidental thereto, shall be borne by Developer.

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ORIGINAL _____ Sheet No. 38

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 6

Title: WATER MAIN EXTENSION AGREEMENT

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6.8. It is agreed by Developer that he will not build nor allow to be built at any time hereafter on in or over the said casement any structure, the construction or presence of which will endanger or render ineffective or create difficulty of access to the water pipes or appurtenances of the Company. No other pipes or conduits shall be laid within two (2') feet, measured horizontally, from the said water pipes except pipes crossing same at right angles in which latter case minimum distance of six (6") inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said water pipes. Provided, however, that should the Developer wish to do so he may at his own expense provide a new location of the said water pipes, which location shall be acceptable to the Company, and the Company will then move said water pipes and appurtenances to said new location, and the whole cost of such moving and altering and any expenses incident thereto, shall be borne by the Developer.

It is further understood and agreed that in case of any damage to the water pipes or their appurtenances, or other injuries to the property of the Company in connection therewith, which are caused by the acts or neglect of Developer, the amount of such damage shall be paid to the Company by the said Developer.

ORIGINAL _____ Sheet No. 39

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 7

Title: COLLECTING SEWER EXTENSION AGREEMENT

PSC File Mark Only

7. RULES AND REGULATIONS GOVERNING COLLECTING SEWER EXTENSIONS

7.1. Developer hereby applies to the Company for the said extension of its system, and the Company agrees to construct the said extension under the terms and conditions hereinafter set forth and in accordance with its rules and regulations.

7.2. Developer shall contribute to the Company upon the execution hereof the sum _____ of _____ DOLLARS (\$). which amount the Company estimates to be the cost of installing the said extension, including any overhead cost to the Company such as supervision, engineering, legal expenses and the cost of obtaining any necessary governmental permits. Said estimated cost contains a provision of \$ _____ for rock excavation.

If the actual cost of construction varies from the aforesaid provision, the amount of Developer's contribution will be adjusted accordingly. If it is necessary to adjust the amount of Developer's contribution, in accordance with the terms of this paragraph, a supplemental memorandum will be prepared setting forth the "cost" and shall be attached hereto and made a part hereof. There shall be no refunds of any monies contributed by the Developer except for any adjustments to the actual construction cost as set forth in this paragraph.

7.3. The Company will use its best efforts to commence and carry to completion as soon as possible the installation of said extension, having in mind however, delays which may be occasioned by weather, acts of God or the public enemy, strikes, or other matters not within its control.

7.4. It is further mutually understood and agreed that the pipes and appurtenances within the limits of the street, avenues, roads, ways or easement areas, whether or not attached to or serving customers but constructed as part of the extension, shall be and remain property of the Company, its successors and assigns. The Company shall have the right to extend any pipe installed by it pursuant to the terms of this agreement in or to other lands, streets, or avenues.

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Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 7

Title: COLLECTING SEWER EXTENSION AGREEMENT

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- 7.5 Developer will, on the request of the Company, grant to it an exclusive and irrevocable easement, at no cost to Company, for the installation, maintenance, operation, repair and replacement of said extension and appurtenances within the limits of any existing or proposed street, avenue, road, way or easement area, together with right of ingress and egress thereto, in form satisfactory to the Company and duly executed and acknowledged in proper form for record.
- 7.6. It is further understood and agreed by and between the parties hereto that the Company's agreement to construct the said extension is subject to the public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein. In the event that the Company, after prompt application and diligent effort, is unable to obtain any necessary consent, order, permit or approval as aforesaid, or in the event that the Company is enjoined or prevented by lawful action of any such public officer or official body from constructing the said extension, the Company's sole obligation will be to repay to Developer the said sum of DOLLARS (\$_____), which amount shall be the difference between the amount advanced and estimated expenses incurred by the Company in conjunction with the main extension and appurtenances which are the subject of this agreement.
- 7.7. Developer agrees that before the commencement of work by the Company, he will clearly indicate upon the ground by means of stakes or in some other equally positive manner the exact lines and grades to which the street highway, or land in which the said sewer pipes are to be laid is to be finally built and that he will grade the said street, highway or land so that it will be at all points within less than one (1) of the above finished grades before the Company commences the work of installing the said pipes. The Company, however, shall not be required to lay its pipes according to lines or grades of which it does not approve. And it is agreed that in case of any time, prior to the dedication and acceptance as a public street or highway by the municipality of any street or highway under which collecting sewers are laid in conformity with this agreement it shall become necessary to change or move the said pipes or their appurtenances by reason of any change or alteration in the lines or grades of the street, highway, or land in which they are laid, then the expense of such change or moving of said pipes and their appurtenances, and any other expense incidental thereto, shall be borne by Developer.

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ORIGINAL _____ Sheet No. 41

Replacing: _____ Sheet No. _____

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 7

Title: COLLECTING SEWER EXTENSION AGREEMENT

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7.8. It is agreed by Developer that he will not build nor allow to be built at any time hereafter on in or over the said casement any structure, the construction or presence of which will endanger or render ineffective or create difficulty of access to the pipes or appurtenances of the Company. No other pipes or conduits shall be laid within two (2') feet, measured horizontally, from the said water pipes except pipes crossing same at right angles in which latter case minimum distance of six (6") inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said pipes. Provided, however, that should the Developer wish to do so he may at his own expense provide a new location of the said pipes, which location shall be acceptable to the Company, and the Company will then move said pipes and appurtenances to said new location, and the whole cost of such moving and altering and any expenses incident thereto, shall be borne by the Developer.

It is further understood and agreed that in case of any damage to the pipes or their appurtenances, or other injuries to the property of the Company in connection therewith, which are caused by the acts or neglect of Developer, the amount of such damage shall be paid to the Company by the said Developer.

ORIGINAL Sheet No.42

Replacing: Sheet No.

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 8

Title: CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

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8. CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

8.1. General

8.1.1 In compliance with the State of Arkansas *Rules and Regulations Pertaining to Public Water Systems*, Section VII.E, the Liberty Utilities finds it necessary for the health, safety and welfare of the people served by the water division of the city utilities department to adopt cross-connection control standards which establish the requirements for the design, construction and maintenance of connections to the public water supply. These standards are supplemental to and do not supersede or modify the *Arkansas State Plumbing Code* ("ASPC") and its latest revisions under which the cities operate. This program pertains to commercial and industrial establishments only. Single-family, residential dwelling units, unless involved in commercial operations, are exempt from the requirements of this program except where they fall under the purview of the ASPC.

8.2. Purpose

8.2.1. The purposes of this program are to:
To provide for the protection of the public potable water supply;
To isolate at the service connection any actual or potential pollution or contamination within the consumer's premises and;
To provide a continuous, systematic and effective program of cross connection control.

8.3. Definitions

8.3.1. *Backflow* shall mean a hydraulic condition, caused by a difference in pressures, in which non-potable water or other fluids flow into a potable water system.

Backflow preventer shall mean a testable assembly to prevent backflow.

Double-Check Valve Assembly means a complete assembly meeting

ORIGINAL Sheet No.43

Replacing: Sheet No.

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American Water Works Association (“AWWA”) Standard C510 and the requirements of the *Arkansas State Plumbing Code* consisting of two internally loaded, independently operating check valves between two tightly closing resilient-seated shutoff valves, with four (4) properly placed resilient seated test cocks.

Reduced-Pressure Principle Backflow Prevention Assembly (RP) means a complete assembly meeting AWWA Standard C511 and the requirements of the *Arkansas State Plumbing Code* consisting of a hydraulically operating, mechanically independent differential relief valve located between two independently operating, internally loaded check valves that are located between two tightly closing resilient seated shutoff valves with four properly placed resilient-seated test cocks.

Air Gap means a physical separation between two piping systems.

8.4. Operating Criteria

8.4.1. Liberty Utilities (which includes Liberty-Arkansas Water) *Cross-Connection Control Program: Handbook of Policies and Procedures* is hereby incorporated into this policy by reference. It is the primary responsibility of Liberty-Arkansas Water to evaluate the hazards inherent in supplying a consumer’s water system; i.e., determine whether solid, liquid or gaseous pollutants or contaminants are, or may be, handled on the consumer’s premise in such a manner as to possibly contaminate the public water system. When a hazard or potential hazard to the public water system is found on the consumer’s premise, the consumer shall be required to install an approved backflow prevention assembly (“BFP”), or an air gap, at each public water service connection to the premise in accordance with this program’s requirements. The type of BFP shall depend on the degree of hazard involved. The degree of hazard shall be as described in AWWA M-14 manual or as described below.

8.4.2. In the case of any premise where there is an auxiliary water supply connected to the plumbing system, the public water system shall be protected from the

ORIGINAL Sheet No.44

Replacing: Sheet No.

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possibility of backflow by a reduced-pressure principle backflow prevention assembly at the service connection.

8.4.3. In the case of any premise where substances are handled that are objectionable, but not hazardous to human health, and the likelihood exists of it being introduced into the public water system by virtue of a backflow occurrence, the public water system shall be protected by an air gap or an approved double check valve assembly.

8.4.4. In the case of any premise where there is any material, hazardous to human health, which is handled in such a fashion as to create an actual or potential threat to the public water system by virtue of a backflow occurrence, the public water system shall be protected by an air gap or an approved reduced-pressure principle backflow prevention assembly.

8.4.5. In the case of any premise where there are unprotected cross-connections, either actual or potential, the public water system shall be protected by an approved reduced-pressure principle backflow prevention assembly or an air gap at the service connection.

8.4.6. In the case of any premise where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross-connection survey, the public water system shall be protected by the installation of an approved reduced-pressure principle backflow prevention assembly or an air gap at the service connection.

8.5. Facilities Requiring Backflow Protection

8.5.1. The following is a partial list of facilities which ordinarily will require a reduced-pressure principal backflow prevention assembly or an air gap in accordance with the ASPC. Requirements are based upon the degree of hazard afforded the public potable water system.

- (1) Automatic car washes.

ORIGINAL Sheet No.45

Replacing: Sheet No.

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
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- (2) Auxiliary water systems (interconnected with the public water system).
- (3) Exterminators and veterinary clinics.
- (4) Facilities with boilers, condenser water or chilled water systems.
- (5) Fire systems containing chemical additives.
- (6) Hospitals, medical clinics, dental clinics, health clinics, sanitariums, morgues, mortuaries, autopsy facilities, nursing and convalescent homes.
- (7) Irrigation systems and lawn sprinkler systems.
- (8) Laboratories (industrial, commercial, photography, medical and school.)
- (9) Commercial laundries.
- (10) Radiator and battery shops.
- (11) Restricted, classified or other facilities closed to inspection.
- (12) Sand, gravel and concrete plants.
- (13) Wastewater treatment plants, pump stations and storm water pumping facilities.
- (14) Marinas and dockside facilities.
- (15) Commercial swimming pools.
- (16) Commercial farms using pesticides and herbicides.
- (17) Establishments holding livestock for sale or slaughter including cattle, horses, hogs, poultry, emus, ostriches, llamas, rabbits, etc.
- (18) Others (with suspected high hazards).

8.5.2. The following is a partial list of facilities which ordinarily will require a minimum of a double check valve assembly or an air gap in accordance with the ASPC:

- (1) Tall buildings (over four stories) or any buildings with water booster pumps.
- (2) Beauty parlors and barber shops.
- (3) Hotels and motels.
- (4) Restaurants, cafeterias, fast-food marts and other food handling facilities.
- (5) Fire sprinkler systems (without chemicals).
- (6) Others (with suspected medium hazards).

8.6. Approval of Backflow Prevention Devices

ORIGINAL Sheet No.46

Replacing: Sheet No.

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
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8.6.1. Any backflow prevention assembly required herein shall be an approved type which is in compliance with requirements of the *Arkansas State Plumbing Code*.

8.7. Non-Compliance and Discontinuance of Service

8.7.1. In emergency situations when the public potable water supply is being contaminated or is in immediate danger of contamination, the water service shall be discontinued by Liberty-Arkansas Water.

8.7.2. No water service connection shall be installed on the premises of any consumer unless the public potable water system is protected as required by this program.

8.7.3. Delivery of water to premises of any consumer may be discontinued by Liberty-Arkansas Water if any protective device required by this policy has not been installed, or is defective, or has been removed or bypassed. Discontinued water service shall not be resumed until conditions at the consumer’s premise have been abated or corrected to the satisfaction of Liberty-Arkansas Water.

8.7.4. Upon discovery of a violation of this program, written notice shall be given to the consumer. If violations are not corrected by date and time as stated on the notice, service by Liberty-Arkansas Water will be discontinued and the violation may be referred to the administrative authority for action.

8.7.5. For the purpose of making any inspections or discharging the duties imposed by this article, Liberty-Arkansas Water, the State Health Department, and/or plumbing inspector shall have the right to enter upon the premises of any consumer. Each consumer, as a condition of the continued delivery to his premises of water from the public water supply, shall be considered as having stated his consent to the entry upon his premise of the water purveyor and/or superintendent, the State Health Department, and/or plumbing inspector for the purpose stated herein.

8.8. Ownership

ORIGINAL Sheet No.47

Replacing: Sheet No.

Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
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8.8.1. Backflow prevention assemblies installed downstream of the water meter are owned by and are the responsibility of the customer of Liberty-Arkansas Water.

8.9. Installation and Costs

8.9.1. Customers of Liberty-Arkansas Water requiring backflow prevention assemblies shall pay all costs associated with installation and testing of the appropriate size and type of backflow preventer under private contract. For newly constructed facilities, backflow preventers shall be installed prior to the final plumbing inspection so that the device can be included as part of the inspection. Backflow prevention assemblies shall be installed in accordance with the requirements of the *Arkansas State Plumbing Code*.

8.10. Testing and Maintenance

8.10.1. The consumer will be responsible for the testing of the backflow prevention assembly by contract with a certified *Assembly Test Technician* within 10 days of installation and annually thereafter. The consumer shall furnish Liberty Utilities with a certificate of satisfactory testing by the anniversary date of the installation of the assembly. In instances where Liberty-Arkansas Water or the plumbing inspector deems the hazard to be great enough, testing may be required at more frequent intervals. All costs of testing shall be paid by the consumer. Any repairs required as a result of inspections or testing shall be arranged for and paid by the consumer through private contract with a certified *Assembly Repair Technician*. Records of inspections, testing and/or repairs to backflow preventers shall be kept by Liberty-Arkansas Water and made available to the State Health Department upon request.

8.11. New Construction and Existing Premises

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Liberty Utilities (Arkansas Water) Corp. d/b/a Liberty-Arkansas Water
Name of Company

Kind of Service: Water and Sewer Class of Service: All

Part III Policy Schedule No. 8

Title: CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

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- 8.11.1. All new construction within Liberty-Arkansas Water shall be held to comply with the cross connection control program. All existing consumer premises shall be in compliance with this cross connection control program.