

WATER SERVICE AND EASEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 20____, by and between the COMMUNITY WATER SYSTEM, hereinafter referred to as "CWS" and _____, hereinafter referred to as "USER", WITNESSETH:

WHEREAS, The USER hereby makes application to CWS for water service at the following location:

Lot _____, Block _____, _____ Addition or other property described as _____

_____ within the incorporated area of _____, _____ County, Arkansas, (the "Property") which is/or may be served by the CWS water distribution system, consisting of high and low pressure lines located within designated easements and/or rights-of-way adjacent to the Property and connected to the customer's residential or commercial unit through a "Connection" to the CWS system; and

WHEREAS, the said "Connection" will be made by CWS, but USER shall be responsible for all costs of expenses of installing and maintaining the "Service Line"; and

WHEREAS, it is in the mutual interest of the respective parties that CWS be given access to said Connection for purposes of installation, maintenance and repair, as well as access to the Service Line for the purposes of inspection and testing, as required by applicable laws or deemed reasonably necessary by CWS;

IT IS THEREFORE, mutually agreed by and between CWS and the USER as follows:

1. USER warrants and represents that he/she/they are either: (i) the Owner of the Property; or (ii) that they have been given the legal right to occupy the Property by the Owner. If the USER is not also the Owner of the Property, USER shall identify the Owner of the Property in this Agreement and the Owner shall be required to execute this Agreement along with the USER.
2. As a part of this Agreement, CWS shall be responsible for making the Connection from the existing CWS distribution system to the Property and installation of a meter box and water meter on the Property at the location mutually agreed upon with the USER. CWS shall have

the sole right to perform any work inside the meter box and USER hereby agrees that USER will not tamper with or alter in any way the CWS meter or equipment located within the meter box. Any altering, tampering with or damaging of CWS lines or equipment shall be grounds for CWS to cease providing water service to the USER.

3. USER will install and maintain at USER'S sole cost and expense the necessary Service Line and be solely responsible for all lines and equipment located on the "Service Side" of the meter box to include all piping, check valves, ball valves, access box enclosures and any other devices required by CWS, the State plumbing code or the Arkansas Department of Health for the protection of the customer and/or CWS water lines. As a part of its Service Line, the USER shall be required to provide a pressure regulator and backflow device on the Service Side of the meter. (CWS recommends the pressure regulator and backflow device be located inside a USER access box and be located near the meter.) The costs of installation and maintenance of the pressure regulating device and backflow device is the sole responsibility of the USER.
4. USER shall install and maintain all plumbing inside and outside of the serviced unit so that it complies with all applicable rules, codes or laws, including, but not limited to, the Arkansas State Plumbing Code. All such plumbing installed or maintained by the USER shall be inspected by the CWS plumbing inspector or any other duly authorized representative of CWS appropriately licensed to do such inspection at the expense of the USER at the time the new connection is made. In addition, CWS and/or any plumbing inspector shall have the right to access the Property and inspect the plumbing at any time while service is being provided by CWS. In the event that CWS or any plumbing inspector determines that any portion of the USER's Service line or equipment fails to comply with applicable rules, codes, laws or this Agreement, CWS reserves the right to discontinue the provision of water to the USER until USER takes all necessary action to comply with all applicable rules, codes, laws and this Agreement.
5. The USER will be billed monthly or on any other interval determined by CWS for USER's consumption of water based on the fee schedules of CWS, as amended from time to time, subject to a minimum charge determined based on the meter size. Consumption of water by USER in excess of the minimum quantity will be charged in accordance with the applicable rate schedule, as may be amended from time to time by CWS. That billing will begin from the date of water meter installation for new services and from the date of the "Water Service and Easement Agreement" for existing services. Any account adjustments for leakage on the service side of the meter shall be in accordance with the CWS leak adjustment policy. The USER agrees to pay to CWS other miscellaneous charges associated with water service such as service calls, reconnect fees, inspection fees, new account set-up, etc., as applicable to the USER'S account.
6. With the submission of this Application, USER shall pay: (a) a non-refundable connection charge of \$_____ for a _____ size meter service; (b) a security deposit of \$100.00, with said security deposit being refundable in accordance with the CWS Rules and Regulations upon authorized disconnection by the USER; and (c) if applicable, a meter transfer charge of \$30.00

for transfer of existing meters from an existing customer account to a new customer account. The meter transfer charge covers the accounting set-up and initial field meter reading costs. Upon disconnection, the security deposit will be applied toward any debt owed by USER to CWS.

7. That if the USER authorizes disconnection from the water system, the USER may do so at no charge. However, if at a future date, service is again desired to the Property, a connection fee of the **minimum monthly water bill** at the desired location up to a maximum of 10 months of inactivity, plus a \$35.00 service charge will be required. Reconnection of service to the Property shall not be allowed until the USER'S account balance is paid in full and any reconnection fees are paid to CWS.
8. All CWS rules, regulations and fees at any time are subject to revision by CWS.
9. That if for any reason CWS is not able to provide the USER with long-term water service stipulated by this agreement, the full security deposit amount shall be refunded. If water is provided, CWS provides no guaranties or warranties of any kind against interruption of service or the volume of water that will be provided to USER. When water is provided, CWS will provide such water at the minimum pressure required by Arkansas state law, but otherwise makes no warranties or guaranties of any kind regarding the pressure of the water that will be provided.
10. That the function of CWS is to provide the USER with the quality and quantity necessary for potable water usage. That CWS is not obligated under this agreement to provide water necessary to support non-potable uses such as commercial application, laundries, irrigation, fire protection, car washes, etc., however, CWS will make reasonable efforts to provide such service on a non-guaranteed basis when line sizes, storage and pumping capacity exist.
11. That the USER requiring new service connection to a residential or commercial facility agrees to notify CWS fifteen (15) working days prior to date of service required. When special permits are applicable, making of the Connection will not commence until permit is obtained from proper authorities. The USER and/or Owner shall provide adequate site layout and elevation information to allow proper placement and alignment of the "Connection" and meter box location.
12. The USER does hereby grant CWS and its authorized representative a non-exclusive perpetual easement over, across, through and under the Property for the purposes of: (a) installing, maintaining and repairing the Connection, which shall include all lines, water meter boxes, water meter and related equipment; and (b) inspecting the lines and equipment for the Service Line and equipment providing water service to the USER'S residential or commercial structure. Such easement, includes, but is not limited to providing CWS with the right to excavate and refill ditches and/or trenches required for the Connection. In connection with this Easement, the USER and/or the Owner hereby release CWS from damages of any kind that might occur to the Property caused by or relating to the activities contemplated by this Agreement, including but

not limited to any actions CWS must take in making necessary repairs to its water system or equipment.

13. That the USER shall submit to CWS upon application for water service, an Arkansas Department of Health, Division of Sanitary Services, approved "Sewage Disposal Permit" or a "Certification Letter" from the local wastewater utility stating that an appropriate central sewage disposal system is available to serve the USER'S property. The USER shall also submit to CWS, applicable plumbing plans of residential or commercial units when required.

14. Special Provisions: _____

15. Definitions:

Service Line – The line connecting from the outlet side of the meter to the residential or commercial unit served on the Property.

Connection – The physical connection of the water system from the main line to the water meter and meter box.

Service Side – The side of the water service installation from the outlet side of the meter to the residential or commercial unit served, as well as the complete plumbing system of the residential or commercial unit being served

Water Meter – A device installed in a pipe under pressure for measuring and registering the quantity of water passing through it.

Cross Connection – Any arrangement of pipes, fittings, fixtures, or devices that connects a non-potable system to a potable system.

Potable Water – The characteristic that describes water that does not contain objectionable solution, contamination, minerals or infective agents and is considered satisfactory for domestic consumption.

Backflow – A hydraulic condition, caused by a difference in pressure, in which non-potable water or other fluids flow into a potable water system.

Anti-Siphon Devices – Devices installed on a plumbing system or service line to prevent backflow into the potable water system.

User– The person (s) or legal entity whose name appears on the “Water Service and Easement Agreement”.

Pressure Regulator – A valve with a horizontal disc for reducing water pressure in a main or a service line automatically to a preset value.

Easement – An interest in land owned by another that entitles its holder to a specific limited use.

Owner – The legal owner of the Property according to the records maintained in the office of the Circuit Clerk where the Property is located.

Disconnection of Service – The disconnection period in which the user requests no water service (meter pulled) but still remains as an inactive customer record of Community Water System. During this period the user receives no monthly billing.

This “Water Service and Easement Agreement” shall constitute a covenant running with the land and shall therefore be binding on the USER, the Owner and their heirs, successors and assigns. This Agreement shall constitute the entire agreement by and between the parties hereto with reference to the installation of a Connection serving the Property.

WITNESS or signatures on this _____ day of _____, 20_____.

BY: _____
USER

By: _____
OWNER

Community Water System Public Water Authority
of the state of Arkansas

BY: _____

Title: _____

Office Use Only

Received Date: ____/____/____ Effective Date: ____/____/____

Security Deposit _____

Connection Fee _____

Inspection Fee _____

Road Bore _____

Special Provisions:

Cash _____ Check _____ Cr/Db Card _____

Received By: _____

Social Security # ____ - ____ - ____

Type of Service:

Residential _____ Commercial _____ _____ (Size)

Mailing Address:

Home Phone: _____ Cell Phone: _____

Address of Property to Be Served:

