



**APPLICANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

**MAILING ADDRESS** \_\_\_\_\_ **SERVICE ADDRESS** \_\_\_\_\_

\_\_\_\_\_

### **WATER SERVICE CONTRACT**

A. The APPLICANT hereby agrees to pay for water service from a standard 5/8" meter provided that the monthly debt surcharge to install the improvements necessary to provide public drinking water to the SERVICE ADDRESS is equal to or less than ONE HUNDRED TWENTY-FIVE and 00/100 DOLLARS (\$125.00) per month.

B. If the APPLICANT requests a water meter at the SERVICE ADDRESS that is larger than 5/8", the monthly debt surcharge shall be increased by a factor of 1.0 for a 3/4" meter, 1.5 for a 1" meter, 2.5 for a 1 1/2" meter, 5.0 for a 2" meter, 8.0 for a 3" meter, and 15.0 for a 4" meter.

C. The APPLICANT understands and acknowledges that water service may not be available at the SERVICE ADDRESS until the capital improvements necessary to provide water service to the SERVICE ADDRESS are completed which is estimated to be as late as December 31, 2023.

D. The APPLICANT understands that the monthly debt surcharge is a charge separate from charges for water service, which include but are not limited to a base charge, usage, watershed protection fee, and applicable taxes.

E. The APPLICANT also understands and acknowledges that water service may not be available at all unless the BOARD OF COMMISSIONERS OF CENTRAL ARKANSAS WATER determines, in its sole and absolute discretion, that a sufficient number of customers within the area to be served by the improvements have executed a Water Service Contract prior to December 31, 2021, to finance the cost of designing and constructing the improvements necessary to provide water service to the SERVICE ADDRESS and the surrounding area in West Pulaski County, Arkansas, and pledge as security for repayment of the debt an amount not to exceed the amount initialed by the APPLICANT above.

F. Provided CENTRAL ARKANSAS WATER proceeds with installation of the capital improvements necessary to bring potable water to the SERVICE ADDRESS with a monthly surcharge equal to or less than the amount indicated above, the APPLICANT hereby agrees to the following:

1. To use the water supplied through the service line to this premise or property only for the premises at this SERVICE ADDRESS and for the purposes designated hereon.
2. Not to resell water or allow water to be taken through this service for any other premise or property.
3. To know that CENTRAL ARKANSAS WATER will apply the amount of any deposit on this account against the final bill and that CENTRAL ARKANSAS WATER immediately will discontinue service at the address, if applicable, until any remaining balance is settled, and the deposit is restored to the required amount.

4. To accept service subject to CENTRAL ARKANSAS WATER's rates, rules, and regulations, now and in the future, and at the pressure and quantity available from the public water mains and service lines without claim against CENTRAL ARKANSAS WATER for damages caused by high or low pressure or stoppage of flow.
5. To pay the bill for service rendered to the premises or property at the SERVICE ADDRESS when due and to know that failure to pay the bill when due will result in any one or more of the following consequences: a legal action by CENTRAL ARKANSAS WATER for all remedies under law for one or more unpaid bills and other violations of this contract; and the discontinuation of service and application of the deposit against the amount due, until said bill and any other outstanding charges, have been paid and the deposit restored to the required amount.
6. To the transfer of any unpaid bill to this premise or property to any other active water service account, now existing or opened in the future, in the name of said APPLICANT.
7. To notify CENTRAL ARKANSAS WATER of changes to the premise or property (occupancy, use, additions, etc.) so that the utility may record said changes and, if applicable, adjust the rate for service.
8. To pay in full, in addition to the customary charges for water service paid by CENTRAL ARKANSAS WATER customer, the APPLICANT's monthly surcharge for the servicing of all bonds issued by CENTRAL ARKANSAS WATER for the installation of capital improvements necessary to provide water service to the SERVICE ADDRESS and related expenses.
9. To submit a REQUEST FOR WATER SERVICE form for every requested meter service. To pay applicable one-time fees for the purchase of every metered service to the SERVICE ADDRESS. Current fees for a typical 5/8" residential meter are \$450 Meter Fee, \$50 deposit, \$150 System Development Fee, and \$25 Tap Fee. All fees are higher based on size-increase from a standard 5/8" residential meter and/or request for commercial service.
10. To connect to CENTRAL ARKANSAS WATER's meter located on the SERVICE ADDRESS within sixty (60) days after the APPLICANT is notified that the meter setting has been installed and water is available at the SERVICE ADDRESS.
11. To grant to CENTRAL ARKANSAS WATER an easement no greater than 20' wide adjacent to the road frontage of the SERVICE ADDRESS permitting CENTRAL ARKANSAS WATER to install, inspect, and maintain the water lines, fire hydrants, and valves CENTRAL ARKANSAS WATER deems necessary to provide potable water service to the area.

G. The APPLICANT acknowledges that the APPLICANT shall be required to install and maintain, at the APPLICANT's expense, a water service line from the premises to the location of the meter setting on the SERVICE ADDRESS to obtain water service.

H. Provided CENTRAL ARKANSAS WATER proceeds with installation of the capital improvements necessary to bring potable water to the SERVICE ADDRESS with a monthly surcharge equal to or less than the amount indicated above, CENTRAL ARKANSAS WATER hereby agrees to analyze the total amount of the monthly surcharges collected at least every sixty (60) months until the debt paid by the monthly surcharges is paid in full and determine whether the amount of monthly surcharge can be reduced and still meet the terms and conditions of the financing, and reduce the monthly surcharge if permitted.

**I. CENTRAL ARKANSAS WATER agrees that all of fees discussed in paragraph 9 above except the deposit shall be waived provided the APPLICANT, no later than December 31, 2021, delivers an original of this Water Service Contract executed by the APPLICANT, who must have legal authority to bind the SERVICE ADDRESS to the terms and conditions of this Water Service Contract.**

J. CENTRAL ARKANSAS WATER also agrees that the easement referred to in paragraph 11 above does not include area necessary for the construction of pump stations or water storage tanks. In the event CENTRAL ARKANSAS WATER requires property for location of a pump station or water storage tank,

CENTRAL ARKANSAS WATER shall acquire that property through negotiation or other means provided by law.

K. CENTRAL ARKANSAS WATER reserves the right to correct information on the Request for Water Service at any time the utility's inspector shall find there is a change in the premise or property served under this contract (occupancy, use, additions, etc.)

L. The WATER SERVICE CONTRACT is effective as of the date set forth above and it shall remain effective until cancelled by written notice from CENTRAL ARKANSAS WATER to the APPLICANT if the Board of Commissioners of CENTRAL ARKANSAS WATER determines that construction and providing of water service in the Ferndale/West Pulaski area is not feasible given the number of executed Water Service Contracts received, or by written notice from the APPLICANT to CENTRAL ARKANSAS WATER prior to December 31, 2021.

\_\_\_\_\_  
APPLICANT

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Witness

CENTRAL ARKANSAS WATER

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C. Tad Bohannon, CEO or  
Blake Weindorf, COO