

GARFIELD WATER USERS AGREEMENT

THIS AGREEMENT, between the Garfield City Water System, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arkansas, hereinafter called the City, and \_\_\_\_\_, hereinafter called the Consumer.

WITNESSETH:

WHEREAS, the Consumer desires to purchase farmstead and domestic water from the City, and to enter into a water users agreement as required by the Rules and Regulations governing the Operation of the Water System.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed:

The City shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic and farmstead purposes as the Consumer may desire in connection with his occupancy of the following described property:

Address:

All fees and deposits payable to the City of Garfield Water District are set out in Ordinance 100 attached hereto and incorporated herein by reference. By signing this Agreement, the undersigned customer states that the Consumer has read the Ordinance, is familiar with its terms and conditions and agrees to the terms of the Ordinance as incorporated herein.

The undersigned hereby agrees to connect to the system as soon as available and pay the prescribed water rate. To insure said connection to the System, the undersigned hereby tenders a non-refundable connection fee in the sum of \$\_\_\_\_\_. The non-refundable connection fee will provide for the connection of the water service to the line provided by the Consumer. The consumer will be responsible for additional expenses such as drilling under roads, highways, and railroad tracks and for costs associated with unanticipated additional construction. The non-refundable connection fee will be transferred to the Water Revenue fund.

The undersigned hereby agrees to tender a non-refundable first time users fee in the amount of Five Hundred and 00/100 Dollars (\$500.00) PRIOR to the installation of a water service and meter, All first time users must provide a copy of the Arkansas Department of Health approved drawing of the septic system designed for the property described in paragraph three (3) of the GARFIELD WATER SYSTEM RULES AND REGULATIONS.

The undersigned hereby agrees to tender a non-refundable out of city limits connection fee in the amount of Two Hundred and 00/100 Dollars (\$200.00) if applicable.

The consumer will also pay \$\_\_\_\_\_ as a meter deposit. The meter deposit is refundable subject to the following terms and conditions. The meter deposit will be maintained in a special account and used to insure payment of water bills. When consumer's service is discontinued, at consumer's request and after all outstanding bills for water service are paid, any portion of the deposit remaining will be returned to the consumer. Any and all repairs for damage caused to the meter or to the meter connections by the consumer will be deducted from the deposit, and the consumer will be billed for replenishment of the deposit to the initial amount. The consumer shall install and maintain at his own expense, a service line which shall begin at his property line and extend to the dwelling and other portion of his premises.

The consumer shall pay the fees for the required \_\_\_\_\_ inspections for the water connection in the amount of \$\_\_\_\_\_. If more than the normally required \_\_\_\_\_ inspections are necessary, the consumer shall pay the additional costs of the inspections. All inspection fees are non-refundable.

The consumer's service line shall connect with the distribution system of the City at the nearest place of desired use by the consumer, provided the City has determined in advance that the City's water system is of sufficient capacity and it will be economical to permit delivery of water at that point.

The consumer shall pay for water at such rates, time and place as shall be determined by the City Council.

The City shall purchase and install a cut-off valve and shall also include and install a water meter in each service. The city shall have exclusive right to use such cut-off valve and water meter and to turn both the water meter and the cut-off valve on and off.

The City shall have final jurisdiction in any question of location of any service line connection to its distribution system. The city shall determine the allocation of water to consumers. In the event of a water shortage; the City may shut off the water to a consumer who allows a connection or extension to be made to his service line for the purpose of supplying water to another user, whether that user's residence is located on the consumers' property, or off the consumers' property.

The failure of a consumer to pay water charges duly imposed shall result in a penalty of ten percent (10%) of the outstanding balance. The due date for payment of water bills is the twelfth day of each month. If the bill is not paid in full on the twelfth day of the month following receipt of the water bill, a penalty of ten percent (10%) of the outstanding balance will be added to the unpaid bill. If the consumer fails to pay the water bill within ten (10) days of the due date, the City shall terminate water service. If water service is terminated for failure to pay the water bills as required by terms of this agreement, the consumer will be required to pay a reconnection fee of Thirty-Five Dollars (\$35.00) plus the full outstanding balance due and the ten percent (10%) penalty prior to reconnection of the water service. Employees are prohibited from collection of payments while disconnecting water to customer.

The signature of the consumer below signifies that the consumer has been presented with a copy of this Water Users Agreement, that consumer has read the Water Users Agreement, that the consumer understands it and agrees to the terms of the Agreement.

IN WITNESS WHEREOF, we have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GARFIELD CITY WATER SYSTEM

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Water Clerk

Consumer: \_\_\_\_\_