**WATER SERVICE AND EASEMENT AGREEMENT**

**NEW SHELTER AND/OR COMMERCIAL UNIT**

**NEW CONNECTION**

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, which is/or may be served by the CWS water distribution system, consisting of high and low pressure lines connected to the customer’s shelter or commercial unit through a “service line connection” located within designated easements and/or rights-of-way adjacent to the above described property; and WHEREAS, the said “Service line connection” will be made by CWS; and

WHEREAS, it is in the mutual interest of the respective parties that CWS be given access to said “service line connection” and “service line” for the purposes of inspection, testing, meter repair and any other cause requiring attention by CWS;

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

1. That the USER will install and maintain at USER’S expense the necessary service line appurtenances 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.
2. That all plumbing inside and outside of the serviced unit shall be in compliance with the Arkansas State Plumbing Code, and that it 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.
3. That any consumption of water in excess of the minimum quantity will be charged in accordance with the applicable rate schedule as has been established and as may be changed from time to time by CWS according to meter size and that the USER shall pay a non-refundable connection charge of $\_\_\_\_\_\_\_\_\_ for a \_\_\_\_\_\_\_\_ size meter service and 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. The security deposit is held as security against unpaid debt to CWS. It shall be applied toward such debt upon disconnection.
4. 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, a connection fee of $24.00 per month up to a maximum of 10 months of inactivity, plus a $35.00 service charge will be required. Reconnection of service shall not be allowed until the USER’S account balance is paid in full.
5. That the USER will pay to CWS, a meter transfer charge of $30.00 for transfer of existing meters from an existing customer account to a new customer account. This charge covers the accounting set-up and initial field meter reading costs. Such charge for transfers will be applied to the USER'S first month account billing.
6. 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.
7. That all CWS rules, regulations and fees at any time are subject to revision by the Board of Directors.
8. 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.
9. That the function of CWS is unable 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 use such as commercial application, laundries, fire protection, car washes, etc., however, service will be provided for these uses on a non-guaranteed basis when line sizes, storage and pumping capacity exist.
10. That the USER requiring new service connection to a shelter or commercial facility agrees to notify CWS fifteen (15) working days prior to date of service required. When special permits are applicable, service connection will not commence until permit is obtained from proper authorities. The owner shall provide adequate site layout and elevation information to allow proper placement and alignment of the “service line connection” and meter box location.
11. The USER does hereby grant CWS and its authorized representative a non-exclusive perpetual easement of egress and ingress to enter upon the above described property at any time it may see fit to inspect the “service line connection” and “service line”, together with the right to excavate and refill ditches and/or trenches required for the location of said “service line” and “service line connection”. It is agreed and understood that the non-exclusive perpetual easement shall not be limited in scope or duration and shall have as its purpose the construction and periodic repair of water service lines to USER’S shelter or commercial unit.
12. That the USER shall have the sole and exclusive authority over the service side of the line. The cost of service line maintenance will be the responsibility of the shelter or commercial unit USER.
13. The USER shall be REQUIRED by CWS 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 the USER access box located near the meter. The cost and installation of a pressure regulating device and backflow device is the responsibility of the USER.
14. The USER account billing will be performed monthly or any other interval determined by the Board of Directors. A rate schedule shall be established by the Board of Directors and is subject to change. The USER’S bill will be based on the appropriate rate schedule for the size meter installed and shall be determined based on a monthly minimum fee and gallons of water used. Any account adjustments for leakage on the service side of the meter shall be in accordance with the CWS leak adjustment policy.
15. 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.

1. The USER shall take proper precautions to prevent backflow of water or waste of any kind from the user’s property into the CWS distribution system. The USER shall be responsible for all proper operation and maintenance of anti-siphon and backflow prevention devices on the service side of the meter. CWS reserves the right to make periodic inspection of all such devices within the household or to investigate any suspicions of possible cross-connections on the USER’S property. Failure to install or maintain such cross-connection prevention devices or failure to allow proper inspection upon USER’S property shall be grounds for CWS to discontinue water service to the property by disconnecting the meter from the service line until appropriate corrective actions are made. The USER shall pay all associated service charges, disconnection fees; reconnect fees etc., associated with the disconnection.
2. 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.
3. That the USER recognizes the established permanent and perpetual easement and hereby releases CWS from damage or replacement of improvement made by the USER over such permanent and perpetual easements when CWS must make necessary repairs or gain access to the water lines, pump stations, tanks and other water system appurtenances. The USER acknowledges that CWS is not responsible for the expense or the performance of work necessary to replace such improvements over dedicated easements.
4. The USER acknowledges that this agreement and all its provisions shall remain in effect during any periods of property rental activity. Should the above described property be rented, the renter will be required to complete a new “Water Service and Easement Agreement” whereby the renter shall become primarily responsible for all water service charges, fees and costs as referenced herein during the rental period. The renter shall become a record USER of CWS by completing a “Water Service and Easement Agreement” and at that time will assume responsibility for the water service and all applicable fees for the rental period. CWS shall retain the property owner’s meter deposit until such time as the property owner requests a disconnection under the terms of the CWS “Disconnection Policy”. The “Water Service and Easement Agreement” will revert back to the property owner upon authorized disconnection of water service by the renter. The applicable meter transfer charge shall be paid by the property owner.
5. Special Provisions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

21. Definitions:

**Service line** – The line connecting from the outlet side of the meter to the shelter or commercial unit served.

**Service Connection** – The physical connection of the water service to the main which extends from the main to the meter box.

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

**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.

**Anit-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.

**Property Owner** – The legal recorded owner of real estate property.

**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, his heirs, successors and assigns. This Agreement shall constitute the entire agreement by and between the parties hereto with reference to the installation of a service line connection serving property occupied by the USER.

WITNESS or signatures on this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

USER

Community Water System Public Water Authority

of the state of Arkansas

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Community Water System Representative

|  |
| --- |
| **Office Use Only**  Received Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Effective Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  Meter Deposit \_\_\_\_\_\_\_\_\_\_\_\_  Connection Fee \_\_\_\_\_\_\_\_\_\_\_\_  Inspection Fee \_\_\_\_\_\_\_\_\_\_\_\_  Road Bore \_\_\_\_\_\_\_\_\_\_\_\_  Special Provisions:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Cash \_\_\_\_\_\_\_\_\_\_Check \_\_\_\_\_\_\_\_\_\_ Check #\_\_\_\_\_\_\_\_\_\_\_\_    Received By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Type of Service:  Residential\_\_\_\_\_\_\_\_ Commercial \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ (Size)  Mailing Address:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Address of Property to Be Served:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

** Cross Connection Control Survey**

**New Connection**



**Residential:**  **Commercial:**

**Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Owner’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Service Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**



|  |  |  |  |
| --- | --- | --- | --- |
| **Community Water System is dedicated to providing each customer with safe and dependable drinking water. Understanding and correction potential cross-connections within the system are invaluable to customer safety. Please complete this survey and return it with your billing statement or signed agreement.** | | | |
| **Is there any plans to have any of the following installed?** | | | |
|  | **Yes** | **No** | **Comments** |
| Swimming Pool |  |  |  |
| Jacuzzi/Hot Tub |  |  |  |
| Underground Sprinkler System |  |  |  |
| Available auxiliary Water Supply (Wells) |  |  |  |
| Boiler System/Hot Water heat transfer system |  |  |  |
| Darkroom |  |  |  |
| Antifreeze flushing system |  |  |  |
| Insecticide/Herbicide Sprayers (Garden Hose) |  |  |  |
| Portable Dialysis Machine |  |  |  |
| Fire Sprinkler System |  |  |  |

**Compliance Use Only:**

**Hazard Degree**

High

Medium

Low

**Backflow Device**

CWS DCVA

RPZA

DCVA

SSCV

Anti-Siphon

None

**Entered Date**

NISC: \_\_\_\_\_\_\_\_\_\_

Tokay: \_\_\_\_\_\_\_\_\_\_

Customer’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_

Compliance Officer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_

**STANDARD CONNECTION FEES AND INSPECTION RATE**

**CONNECTION FEE CHART:** For line sizes of 5/8” and ¾”, the connection fee is ………. $775.00

For line sizes of 1”, the connection fee is………………..........$1125.00

For 1 ½” line or larger, a cost estimate will be required

**INSPECTION FEES:** $35.00 per inspection

A new home built on a slab normally requires three (3) inspections. ($105.00).

A new home built with a crawl space normally requires two (2) inspections. ($70.00).

An existing home only installing a service line only requires one (1) inspection. ($35.00).

**NORMAL FEES MAY INCLUDE:** This example is for a home built on a slab needing a line 5/8” to

¾” in size.

Connections fee (listed above)………………………………………$775.00

Inspections fee (listed above)………………………………………..$105.00

Meter Deposit……………………………………………………………….$100.00

**PLUMBING INSTALLATION REGULATIONS**

* The Arkansas Plumbing Code is a minimum standard for water service line installation and plumbing inspections.
* The plumbing must be installed by the property owner or a licensed master plumber.
* **COMMUNITY WATER REQUIRES THE MASTER PLUMBER TO BE ON SITE AT THE TIME OF INSPECTION.**
* For your protection, the state requires the installation of a thermal expansion tank within the household plumbing system.
* **Shut-off valve:** A shut-off valve must be located in your service access box. If your service line is long, a second shut-off valve installed closer to your residence might provide quicker, more convenient access.
* **Check valve:** A check valve will need to be installed inside your service access box. Additional check valves or other backflow prevention devices may be required depending on the potential cross-connection hazards present on your side of the meter. This determination is done for the purpose of cross-connection control and will be made at the date of application for service and reviewed by the plumbing inspector at the time of inspection
* **Pressure Regulator:** A pressure regulator is required on all service lines where main line working pressure can exceed 50 psi. We recommend that the regulator be installed in the user’s access box for the protection of the service line.
* **Service Line Sizing**: These are the recommended sizes for service line.

100 feet or less ………………………..3/4” pipe

100 feet to 300 feet …………………1” pipe

300 feet to 500 feet …………………1 ½” pipe

500 feet and up ………………………..2” pipe

* **Depth:** Service lines must have a soil cover of 18” or more. No rock larger than 2” shall be placed back in the trench within 12” of the pipe
* Connections: If the service line is being connected to an existing well line, a 6’ section of the well piping must be removed from the trench and the line capped off.
* **WATER SERVICE LINE MUST NOT BE COVERED BEFORE INSPECTED!**

**Please call Community Water System 24 hours prior to any necessary inspections.**

**Phone: 501-825-7294 or 1-800-234-2971**