**COMMERCIAL - 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 Commercial Consumer. Name

WITNESSETH:

WHEREAS the Commercial Consumer desires to purchase 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. First Time**, new commercial** **service and** **installation** requests must be accompanied with an Arkansas State Health Department approved septic system design.

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**, **water for business purposes** in connection with the occupancy of the following described property:

**Commercial Consumer Address:**

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

All fees and deposits payable to the City of Garfield Water District are set out in Ordinance 212 attached hereto and incorporated herein by reference. By signing this Agreement, the undersigned customer states thatthey have read **Ordinance 212**, is familiar with its terms and conditions, and agrees to the terms of **Ordinance 212** as incorporated herein.

**RECONNECT EXISTING SERVICE:** The commercial consumer hereby agrees to reconnect to a **setter** already located at the above stated address and pay the prescribed water rate. An updated Septic System Design may be required, as determined by the previous use of the system. To insure said connection to the System, the undersigned hereby tenders a non-refundable reconnection fee in the sum of $100.00, and a $250.00 Deposit Fee.

**NEW SERVICE COMMERCIAL CONNECTION:** The business consumer hereby agrees to connect to the system as soon as available, **at a point determined by a water distribution operator,** and to tender a non- refundable first-time connection fee in the amount of **Two Thousand Five Hundred &** 00/100 Dollars ($2.500.00), PRIOR to the installation of a **setter** and meter. **Prior to installation of a setter and water meter,** all first-time commercial users must provide a copy of the Arkansas Departmentof Health approveddrawing of the septic system designed forthe commercial propertyaddress listed above.

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 The commercial 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 non-refundable connection fee will provide for the connection of the water service to the line provided by the Consumer. T

The commercial consumer will also pay **two hundred & fifty dollars,** ($250.00) as a commercial meter deposit. The meter deposit will be maintained in a special account and can be used for payment of delinquent water bills. The meter deposit is refundable subject to the following terms and conditions. When the consumer's service is discontinued, whether at consumer's request or for failure to pay water bills. After all outstanding bills for water service are paid, any portion of the remaining meter deposit will be returned to the commercial consumer.

Replacement of a damaged water meter, endpoint, setter, meter can, or the meter connections, damaged by the commercial consumer or persons on their property, will be deducted from the deposit and the commercial consumer will be billed for replenishment of the deposit to the initial amount. The commercial consumer shall install and maintain, at his own expense, a service line which shall begin at the city's **setter** pigtail and extend to the dwelling. free standing freeze-proof hydrants must be inspected prior to burying the connection.

NEW **CONSTRUCTION** SERVICE, **the commercial consumer shall pay a fee for three inspections, 1. Rough-out, 2. Top-out, and 3. Final. The fee for these inspections is typically** **$450.00.** If more than the required three inspections are necessary, the consumer shall pay $150.00 per inspection. All inspection fees are non-refundable.

\***The City purchases water from Benton Washington Regional Public Water Authority (BWRPWA). In cooperation with BWRPWA, to insure adequate and consistent water volume, the city reserves the right to initiate water conservation measures as follows.**

**1. Request voluntary water conservation measures from all customers.**

**2. Request even/odd address, watering and or swimming pool filling.**

**3. Request once every three-day watering and or swimming pool filling.**

The City shall provide and install 1. a cut-off valve, 2. a water meter, and 3. an endpoint transmission device for each service. The city shall have exclusive access to, and the right to operate, all three devices**. Unauthorized access or tampering with the devices will result in termination of water service**. *The commercial consumer is required to install a service line shut-off value and a check valve. These will be enclosed in a service can, separate from the city meter and shut-off valve. It is the Commercial Consumer's option, which of the following check valves to install: 1. Dual, 2. Double, 3. RPZ, or 4. Vacuum breaker. A pressure check will be conducted at the time a water meter is activated. If the test records 80 psi, or more, the Consumer must install a pressure reducing valve. Backflow prevention devices will be required for commercial sites, as determined by the City of Garfield’s Water Distribution Operator.*

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The City shall have final jurisdiction over any question of the location of any service line connection to its distribution system. The city shall determine the allocation of water to commercial consumers. The City may shut off the water to a commercial 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 users residence is located on the commercial consumers property or off the commercial consumers property.

The failure of a commercial 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 (12th) of each month. If the water bill is not paid in full on the twelfth day (12th) of the month following receipt a penalty of ten percent (10%) of the outstanding balance will be added to the unpaid bill. If the commercial consumer fails to pay the water bill within 10 days of the due date, the City shall terminate the 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 One Hundred Dollars ($100.00), if service is provided during regular business hours. A Two Hundred Dollars ($200.00j charge is applicable after regular business hours and weekends. Additionally, the full outstanding balance is due, and the ten percent (10%) penalty prior to reconnection of the water service. Regular business hours are defined as Monday through Friday, 08:00 a.m. until 4:00 p.m.

The signature of the commercial consumer below signifies that they have been presented with a copy of this Water Users Agreement, that commercial consumer has read the Water Users Agreement, that the commercial consumer understands the Water Users Agreement, and agrees to the terms of the Agreement with the incorporation of the Annexation Agreement as set out herein.

**The terms and conditions of this agreement may be amended by the city council. Once approved by the city council All amendments will apply to existing and future consumers.**

IN WITNESS WHEREOF, we have executed this agreement this day of

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By: Date Mayor

Attest: Date Recorder-Treasurer

Commercial Consumer: \_\_\_\_\_\_\_\_\_\_Date

Revised: July 2024