



New Customer Packet



How to Set Up an Account

1. Complete and **sign** Customer Service Agreement. **
2. Submit the signed Customer Service Agreement and valid identification to RWU, via email at service@rwu.org or in office at 601 S 2nd St, Rogers, AR 72756.
 - a. Residential accounts: require two forms of identification. If the account lists two individuals, two forms of identification are required for both persons. One of the two forms of identification must be a Federal or State issued photo ID.
 - b. Commercial and Industrial accounts: require a legal document listing the business name.
3. If submitting the Agreement and IDs via email, the RWU billing office will contact applicants to confirm new account information and finalize the account set-up process.

Please allow a minimum of 1 hour for processing before contacting RWU to finalize account set-up. Our office hours are 8:00 a.m.-4:30 p.m. Monday-Friday. As such, please submit all applications no later than 3:30 p.m. for same day or next day service.

Questions? Please call to speak to one of our customer service representatives (479) 621-1142.

**La version de acuerdo de servicio esta disponible en espanol bajo peticion.
Sin embargo la version en ingles debe ser firmada y enviarse a RWU.

Rogers Water Utilities Customer Service Agreement

Rogers Water Utilities • 601 S. 2nd Street, Rogers, AR, 72756 • P.O. Box 338, Rogers, AR 72756
Tel: (479) 621-1142 • E-mail: service@rwu.org • www.rwu.org

I hereby apply to the Rogers Water Utilities of the City of Rogers, Arkansas ("RWU") and request that the property located at the service address listed below be provided with water service, sewer service, or both, as applicable. I agree that RWU may access my credit file for purposes of verifying my identity to comply with the Fair and Accurate Credit Transactions Act. I understand that ordinances, rules, regulations, procedures, specifications, deposits, service charges and fees, rates, meter connection charges, tapping fees, impact fees, access fees, sales taxes, fees for Federal Safe Drinking Water Act compliance, and any other applicable charges and fees that apply to this Agreement are available, as applicable, for viewing in the Code of Ordinances of the City of Rogers, Arkansas available online at www.rogersar.gov, the Rogers Water Utilities website, www.rwu.org, or in RWU's New Customer Packet, or equivalent document, as may be in effect at the time the account is opened. I understand that I am free to read all applicable documents prior to entering into this Agreement. By my signature below, I certify that I have read and agree to all provisions on the reverse side of this Agreement

Service address: _____

Landlord _____

Landlord Phone: _____

Billing address: _____

Service Date: _____

Circle One
Owner Landlord Renter Rollover

Irrigation / Lawn Hydrant: _____ Yes/No

Primary Customer Name:

1) _____ Employer: _____

Phone# _____ DL or TIN# _____ DOB: _____

State

Email: _____ Social Security #: _____

Secondary Customer Name:

2) _____ Employer: _____

Phone# _____ DL or TIN# _____ DOB: _____

State

Email: _____ Social Security #: _____

X _____ X _____
Signature of Applicant (primary) Date Signature of Applicant (secondary) Date

In consideration of, and as a condition for receiving services from RWU, I understand and agree as follows:

To pay to RWU all applicable deposits, service charges and fees, rates, meter connection charges, tapping fees, impact fees, access fees, sales taxes, fees for Federal Safe Drinking Water Act compliance, and any other applicable charges and fees in accordance with all applicable Ordinances of the City of Rogers, the rules, regulations, procedures, and specifications of the Rogers Waterworks and Sewer Commission and RWU, and any other applicable law, as they now exist or as they may be hereafter amended, said ordinances, rules, regulations, procedures, specifications, and applicable laws, being incorporated herein and made part of this Agreement.

To comply at all times with all applicable Ordinances of the City of Rogers, the rules, regulations, procedures, and specifications of the Rogers Waterworks and Sewer Commission and RWU, and all other applicable laws, as they now exist or as they may be hereafter amended, said ordinances, rules, regulations, procedures, specifications, and applicable laws being incorporated herein and made part of this Agreement.

I understand that if my bill is not paid by the due date, a ten percent (10%) late fee for the amounts due for water and sewer services will be charged. I understand if my bill remains unpaid for thirty (30) days after the billing date, my water and sewer services will be subject to disconnection. If my services are disconnected, applicable service fees must be paid before service is restored. I understand that any deposit cannot be used to restore service but is only applied when my account is closed.

That I **will not** engage in *evasion of payment*. *Evasion of payment* is a fraudulent attempt to avoid making payment for water and sewer services by deceit, subterfuge, concealment, or misrepresentation. An example of evasion of payment is when a disconnection has occurred, and a customer causes another person living at the same service address to open a new account for the service address in an attempt to avoid paying the overdue bills and service fees. Another example is when a disconnection has occurred on a business or commercial account and the principal of the business attempts to open a new account under a new business name in an attempt to avoid paying the overdue bills and reconnection fees. These are examples only and evasion of payment can take other forms. I understand that evasion of payment is fraud and that RWU may pursue all legal and equitable remedies against anyone attempting it and may also refer such attempts to law enforcement. RWU reserves the right to disconnect services at a service address where evasion of payment has occurred, transfer an unpaid account balance for a service address where evasion of payment has occurred to a new account that was opened in an attempt to evade payment, refuse to open a new account for a service address where evasion of payment is occurring, or take other lawful actions to prevent evasion of payment. In accordance with Act 769 of 2003, codified at Ark. Code. Ann. § 14-234-601 *et seq.*, (“Act 769”), RWU cooperates with other water systems to collect unpaid bills.

I understand that RWU may file lawsuits to collect unpaid bills. I understand and agree that the applicable statute of limitations for any such suits is the statute of limitations for written contracts, which is presently five years. I agree that this Agreement is governed by Arkansas law without regard to its principles of conflict of laws and that venue for any action concerning this Agreement is the State or Federal Courts embracing Benton County, Arkansas, unless another venue is specified by law. I understand and agree that if a judgment is obtained against me, that RWU may collect the judgment using all lawful means which may include, without limitation, garnishment of my salary or wages, the levy and sale of my nonexempt personal property, and imposition of a lien on and sale of any real property I may own.

I understand that if I file a petition for protection under the Bankruptcy laws of the United States, that RWU will segregate pre-petition charges and close my existing account as of the filing date of my bankruptcy petition, and that a new account will be opened for me. RWU may set off any prepetition deposit against my prepetition account in accordance with applicable law, including 11 U.S.C. § 366. In accordance with 11 U.S.C. § 366, I understand that RWU may request adequate assurance of payment in the form of a deposit or other security for post-petition services and may, after expiration of the applicable timelines in 11 U.S.C. § 366, alter, refuse, or discontinue service if such adequate assurance of payment is not provided.

The provisions of this Agreement apply both to the primary customer and secondary customer on any account. In the event that a primary customer dies, a secondary customer is entitled to return of any deposit on the account when the secondary customer ceases to be a customer of RWU and the account is closed. *De facto Customers*. As used in this Agreement, a *de facto customer* is an adult person who has been living in the same household or at the same premises as a primary customer, but who has not been listed on the Customer Service Agreement or otherwise listed as a customer on the Customer Account. In the event of a customer’s death or divorce, a *de facto customer* may open a new account without payment of a New Customer Fee in accordance with the requirements of Rogers Waterworks and Sewer Commission Resolution No. 21-27. I understand and agree that *de facto customers* are subject to RWU’s policy against *evasion of payment* as stated hereinabove. I further understand and agree that a

de facto customer may be deemed to be a “particular individual” from whom a “delinquent amount is properly due and owed” for purposes of applying Act 769.

Death of Customer. In the event a primary customer dies and there is no secondary customer on the account, any *de facto* customers living at the service address must open an account in their own name(s). I understand and agree that RWU is a known or reasonably ascertainable creditor entitled to personal service of a Notice to Creditors in the event of the death of a customer. I understand and agree that RWU shall have the maximum periods of time permitted by law to file a claim against the estate, claim for expenses of administration, or other claim for reimbursement from the estate, however characterized, for services provided to the customer, the deceased customer’s family, or other persons living at the applicable service address.

Conveyance of Properties with Common meters. In the case of an apartment building, commonly-owned multifamily development, or “horizontal property regime” as that term is used in Ark. Code. Ann. § 18-13-101 *et seq*, with a common water meter for multiple living units (“property”), and where the Customer account is in the name of the owner(s) of the property, a property owners association, or other person or entity other than the occupants of the living units (“owner”), and the property is conveyed to another owner(s), the Customer account will not be closed until the new owner(s) signs a Customer Service Agreement in their own name(s).

Unless I have provided instructions to the contrary, by providing my wireless telephone number to RWU, I consent to receive from RWU at that number auto dialed and prerecorded telephone calls and text messages that are closely related to utility services, including, without limitation, calls and messages that (a) warn about boil orders, conservation measures, planned or unplanned service outages, and the like; (b) provide updates about outages or restoration, ask for confirmation of service restoration or information about lack of service, and provide notification of meter work, line maintenance, or other work that directly affects the customer’s utility service, (c) notify customers that they may be eligible for subsidized or low-cost service due to certain qualifiers, and (d) calls that warn about the likelihood that failure to make payment will result in service curtailment (disconnection notices).



Schedule of Fees, Costs, and Deposits

Utility Billing

New Customer Fees

(One-time fee for new account holders)

	<u>Water</u>	<u>Sewer</u>
Per First-Time Account Holder	\$ 25.00	\$ 30.00

Other Fees, Costs, and Deposits

	<u>Inside City</u>	<u>Outside City</u>
NSF Check Charges	\$ 35.00	\$ 35.00
Service Charge**	\$ 20.00	\$ 20.00
Service Charge (Same Day)	\$ 40.00	\$ 40.00
Deposit (Renter)	\$ 50.00	\$ 50.00
Deposit (Homeowner)	\$ 50.00	\$ 50.00
Deposit (Residential/Commercial; 1" & above)	\$ 250.00	\$ 250.00
Disconnection Notice	\$ 11.00	\$ 11.00
Disconnection Service Charge	\$ 20.00	\$ 20.00
Late Fee (% amounts due for water and sewer)	10%	10%
Meter Tampering (Residential & Irrigation)	\$ 100.00	\$ 100.00
Meter Tampering (Contractor/Commercial/Industrial)	\$ 500.00	\$ 500.00
Uncollected NSF***	\$ 40.00	\$ 40.00
Unfulfilled Payment Extension***	\$ 40.00	\$ 40.00

**A service charge may be applied on accounts subject to disconnection, service orders, and other services

*** Multiple service charges apply



Schedule of Fees, Costs, and Deposits

Construction and Engineering

Access Fees*

Water Fee, per living unit	\$300
Sewer fee, per living unit	\$300

Development Impact Fees*

Meter Size	Water	Sewer
5/8"	\$ 700.00	\$ 2,200.00
1"	\$ 1,000.00	\$ 5,000.00
1 1/2"	\$ 2,000.00	\$ 10,000.00
2"	\$ 5,000.00	\$ 15,000.00
3"	\$ 10,000.00	\$ 30,000.00
4"	\$ 15,000.00	\$ 45,000.00
6"	\$ 30,000.00	\$ 90,000.00

**Access and Development Impact Fees for "low-income housing", defined as a structure to be used as a residence or dwelling house (not a place of business) with a building permit value of \$120,000 or less, will be forty percent (40%) of the above-stated fees.*

Water Service Construction Costs

5/8" Single	\$ 1,200.00
5/8" Double	\$ 1,400.00
1" Single	\$ 1,450.00
1 1/2" Single	\$ 4,900.00
2" Single	\$ 4,900.00

Additional fees and deposits may be required if the proposed water service construction warrants extra work. Services larger than two inch are charged on a "cost basis."

Large Water Pipe Tap Costs

1" Tap	\$ 200.00
2" Tap	\$ 225.00
4" Tap	\$ 275.00
6" Tap	\$ 275.00
8" Tap	\$ 325.00
12" Tap	\$ 425.00



Schedule of Fees, Costs, and Deposits

Construction and Engineering

Sewer Pipe Tap Costs

4" Tap \$ 325.00

Employee and Equipment Rates

Operators \$ 40.00
Crew Leads & Supervisors \$ 55.00

Work Trucks

½ Ton \$ 35.00
1 Ton \$ 50.00
Dump Truck \$ 100.00

Heavy Equipment

Excavator \$ 75.00
Backhoe \$ 100.00
Camera Trucks \$ 125.00
Flush Trucks \$ 200.00

Plan Review Fees**

<u>Submittal #</u>	<u>Minimum Fee</u>	<u>\$10,000 < Utility Construction Est. < \$50,000</u>	<u>Maximum Fee</u>
4 th Submittal	\$100	1.00% of the cost of water & sewer construction	\$500
5 th Submittal	\$200	2.00% of the cost of water & sewer construction	\$1,000
6 th Submittal	\$300	3.00% of the cost of water & sewer construction	\$1,500

Applies to all site development plans prepared by engineering consultants for private developers. Projects may include large scale developments and commercial / residential subdivisions and does not apply to projects performed under the direction of the City of Rogers, Rogers Water Utilities, or other public works entity. Does not apply to plumbing plans. Informal inquiries requiring clarification of specific items in plan review guidelines (which may be accompanied by plan exhibits for clarification) do not constitute a plan submittal and will not be considered as such.



Schedule of Fees, Costs, and Deposits

Rentals

Fire Hydrant Meter Rentals

Deposit 1" Meter	\$	200.00
Deposit 2" Meter	\$	350.00
Deposit 3" Meter	\$	500.00
Rental Charge, per day	\$	7.00
Meter Set/Service Charge (next-day service)	\$	40.00
Same-Day Meter Set/Service Charge (additional)	\$	40.00

In addition, hydrant meter water usage is billed according to the current water rates.



Water and Sewer Rates

Effective 7/1/2023

Monthly Water Rates

	<u>Inside City</u>	<u>Outside City</u>
First 1,500 gallons or portion thereof	\$ 10.20	\$ 13.06
Next 98,500	\$ 4.43/thou.	\$ 5.64/thou.
Next 400,000	\$ 3.92/thou.	\$ 5.01/thou.
Next 500,000	\$ 3.57/thou.	\$ 4.55/thou.
All in excess of 1,000,000	\$ 3.33/thou.	\$ 4.26/thou.

Monthly Sewer Rates

	<u>Inside City</u>	<u>Outside City</u>	<u>Lowell</u>
Flat Rate of	\$ 15.63	\$ 20.42	\$ 18.75
In addition to (up to 100,000)	\$ 5.44/thou.	\$ 7.08/thou.	\$ 6.52/thou.
All over 100,000	\$ 5.37/thou.	\$ 7.08/thou.	\$ 6.44/thou.

Sewer rates are calculated based upon water usage.

Number in Household	Low-Average Consumption	High-Average Consumption	Average Consumption	Est. Average Bill
1	2,000	4,000	3,000	\$ 51.00
2	4,000	6,000	5,000	\$ 72.00
3	6,000	8,000	7,000	\$ 92.00
4	8,000	12,000	10,000	\$123.00

These are estimates, inside city limits, and do not include any residential trash charges.

Minimum Meter Charges

	<u>Inside City</u>	<u>Outside City</u>
1" Meter	\$ 9.90	\$ 12.58
1 1/2" Meter	\$ 16.84	\$ 21.29
2" Meter	\$ 28.23	\$ 35.80
3" Meter	\$ 48.52	\$ 63.36
4" Meter	\$ 108.88	\$ 140.04
6" Meter	\$ 161.82	\$ 209.63

Irrigation Meters: In-ground irrigation systems and frost-free hydrants may be placed on "vacation" status during the winter months when you are not watering. You may be able to avoid paying irrigation minimum monthly bills. Ask one of our customer service representatives for details. (479) 621-1142

Fire Lines, flat fee per month per fire line	\$ 20.00
Private Fire Hydrants, flat fee per month per hydrant	\$ 5.00

Trash Questions Go to www.rogersar.gov/trash or call Lakeshore Recycling Systems (LRS) at (479) 878-1384. Trash services apply to residents inside the city limits only.



Tyler Payments: Third Party Payment Processor

Rogers Water Utilities utilizes a secure, convenient, and user-friendly online payment and account management system for our customers. The interface provides benefits to customers, by enabling them to pay their bill faster, easier, more conveniently and securely. Simply visit our website at www.rwu.org and click “My Account” to access the customer portal or “Pay My Bill” to make a one-time payment.

Features of the “Customer Portal” allows customers to make payments, pay more than one utility account bill at a time, update contact information and notification preferences, view historical consumption usage, view and print bills, view payment history, and more.

Features of the a “Make One-Time Payment” allows for quick payment without having to register an account. When making a payment, enter your account number, last payment amount and payment information and the payment will be posted to your account.

There will be no convenience fee for RWU Utility Payments.



H2O: Help to Others Program

Rogers Water Utilities has developed Help 2 Others (H2O) to assist customers in paying their water bill when they face medical emergencies, temporary loss of employment, unexpected financial shortfalls beyond individual control and other unfortunate situations.

Rogers Water Utilities invites you to designate an amount of \$1 or more to be added each month to your water bill in order to fund this exciting program and help our fellow community members. Rogers Water Utility collects the funds and forwards them monthly to our partner in the program, the Our Healthy Communities. OHC screens applicants to ensure that assistance criteria are met and that the funds are used only for this program. Strict accountability procedures are in place to assure the donated funds reach those truly in need.

If you would like to voluntarily sign up, please complete the form below and mail it to *Rogers Water Utilities, PO Box 338, Rogers, Arkansas 72757* or bring it by the office at *601 S. 2nd St. in Rogers*, or complete and email the form to service@rwu.org Once you have signed up your donation will appear on your water bill each month as Help 2 Others donation with the amount shown. The contribution may be cancelled or changed by calling (479) 621-1142.

We thank you for helping us help others.

✂ Cut Here ✂

Rogers Water Utilities Help 2 Others (H2O) Sign-Up Form

Name (as shown on water account): _____

RWU Account Number (on your water bill): _____

Please Add: \$1 \$3 \$5 or \$_____ to my monthly water bill for the H2O Program
(Specify amount)

Signature: _____

Date: _____

Check with your tax preparer to see if your contribution is tax deductible.