AGREEMENT

This Agreement is entered into this ___ day of _____, 2024 between the City of Bryant, Arkansas (Bryant), and Saline County Waterworks and Sanitary Sewer Public Facilities Board (Woodland Hills).

WITNESSETH:

WHEREAS, Bryant is a municipal water system created and existing under the laws of the State of Arkansas; and

WHEREAS, Woodland Hills is a Public Facilities Board under Act 142 of the Acts of Arkansas, 1975; and is interested in buying water from Bryant to serve the need of its customers, and

WHEREAS, Bryant is interested in selling water and Woodland Hills is interested in purchasing water under the terms and conditions of this Agreement;

WHEREAS, the Bryant City Council, by Ordinance No. 2004-19 adopted the 29th day of November, 2004 approved the sale of water by Bryant to Woodland Hills; and

WHEREAS, in accordance with Bryant's request Woodland Hills constructed about 1260 feet of 8-inch water line and appurtenances along Raymar Road, all to enable Bryant to better serve Woodland Hills and to minimize the effects on Bryant's water system by serving Woodland Hills; and

WHEREAS, Woodland Hills constructed a water meter station and flow control valve in accordance with Bryant's request; and

WHEREAS, for the purpose of this contract, the following definitions shall apply:

Billing Cycle — A defined period of consumption that is currently described as monthly. However, it is understood that the exact cycle may or may not start on the first/last day of the month.

Meter Station — A facility constructed by Woodland Hills at the Point of Delivery in accordance with the provisions of Paragraph 6 hereof.

Point of Delivery — A mutually designed site w here Bryant will deliver and Woodland Hills shall receive water pursuant to this agreement as more specifically described in Paragraphs 5 and 6 hereof.

Rates — The cost of water service that Bryant pays Central Arkansas Water (CAW).

NOW, THEREFORE, for and in consideration of mutual covenants, agreements and conditions contained herein, the parties agree as follows:

1. The term of this Agreement shall be as follows:

a. The initial term of the Agreement was for (20) twenty years and commenced on the date of the original Agreement in 2005.
b. This Agreement shall be reviewed for renewal every year to discuss the status of the water delivery from Saline Regional.

2. Subject to all of the terms and conditions hereinafter set forth, Bryant agrees to sell and Woodland Hills agrees to purchase for distribution by the Woodland Hills water utility, a minimum of 10,000 gallons of potable water per day (Minimum Purchase) at the pressure and quality available from Bryant. It is specifically understood and agreed that the Minimum Purchase is a daily minimum and that Woodland Hills actually uses or takes delivery of the entire Minimum Purchase each day based on an average daily volume computed u sing total volume taken with a billing cycle and the total number of days within the billing cycle. Provided that if Bryant is unable to supply the Minimum Purchase each day at the Meter Station due to extenuating circumstances such as low supply, main supply line breaks, power failures, flood, fire, use of water to fight fires, earthquakes or other catastrophes, Woodland Hills will be exempt from paying the Minimum Purchase for each 24 hour period that Bryant is unable to deliver the Minimum Purchase. This list is not inclusive and Woodland Hills recognizes that there may be other extenuating circumstances. The maximum amount of water sold pursuant to this Agreement is 500,000 gallons per day (Maximum Purchase). The Maximum Purchase is an actual maximum amount of water that Woodland Hills is permitted to purchase from Bryant in any 24 hour period; it is not an average computed in a manner similar to the Minimum Purchase.

3. Woodland Hills agrees to pay for all of the water it acquires from Bryant in accordance with this Agreement at the same standard rate that Bryant pays CAW.

4. Within (5) five days after the last day of each billing cycle, Bryant shall submit an itemized statement to Woodland Hills for water delivered during the previous billing cycle. The statement shall be based upon flow meter readings conducted by Bryant; however, in the event of flow meter malfunction, Bryant may estimate the reading based upon a comparable preceding period. Woodland Hills shall remit payment for water to Bryant on or before the twentieth day of the billing cycle in which the statement is submitted. If Woodland Hills does not remit payment on or before the twentieth day of the billing cycle (Payment Date), a penalty equal to ten percent of the total payment amount due shall be added to such payment, 2 and if not paid on or before the thirtieth day of the billing cycle in which the statement is submitted, Bryant may discontinue delivery o f water to Woodland Hills, and may continue to deny delivery to Woodland Hills until Woodland Hills pays the amount due. With each payment Woodland Hills shall also submit to Bryant a detailed listing of all the New Customer service taps during the previous billing cycle. This accounting will reflect the number of new taps and their

respective meter size, and any other information required by CAW to accurately compute the proper System Development Charge(s) to be assessed to Woodland Hills as a volumetric consumption surcharge in accordance with the applicable rate resolution in effect at that time.

5. The water sold pursuant to this Agreement shall be delivered to Woodland Hills at the meter station (Point of Delivery).

6. Woodland Hills shall connect to the Point of Delivery and obtain any easements required therefore. Woodland Hills shall construct a Meter Station at the Point of Delivery containing a flow meter and other necessary equipment required by and acceptable to Bryant. Woodland Hills covenants and agrees that its water system shall be designed and constructed to maintain adequate storage for all its customers needs including, but not limited to, peak customer demands, fire flows and interruption of supply. It is understood that the transmission main before the Meter Station and the Meter Station shall be owned and Maintained by Woodland Hills.

7. Woodland Hills agrees that it will take delivery of water from Bryant at the Point of Delivery at a rate not to exceed 300 gallons per minute. If for whatever reason Bryant restricts the supply of water to any customers for the benefit of the system, it is the intent of all parties receiving water from Bryant shall share in the burden of such restrictions, including time of day deliveries, conservation efforts or other similar conditions, unless such restrictions shall be rationally related to only a portion of Bryant's distribution system in which case only those customers of Bryant served by the restricted portion of the distribution system shall share in the burden of such restrictions.

8. In the event Bryant determines it is necessary or advisable by reason of emergency, or routine operation maintenance, repair or replacement of any part of Bryant's facilities, Bryant shall have the right and option to restrict delivery to Woodland Hills. It is the intent of this paragraph to insure that all customers and customer classes are treated equally.
The parties hereby agree to indemnify, release and forever discharge each party and waive any right of or claim for damages of any kind or nature whatsoever under this Agreement arising out of or resulting from force majeure, water quality, inadequate or excessive pressure or restriction, interruptions or stoppage of the flow of water for any reason whatsoever, including but not limited to, negligence. The term Force Majeure as used in the Agreement shall mean emergency conditions reasonably beyond the control of the parties including, without limitation, the following: strikes, lockouts or other industrial disturbances; acts of public enemies; order of any kind of the government of the United States, or any state or military authority, or any of their departments, agencies, or officials; acts of terrorism; fires; floods; pollution; earthquakes; tornadoes; storms; other actions of God; breach of contract by any vendor, contractor, subcontractor, laborer of materialman; unforeseen failure of, or damage to equipment or facilities; or any other similar cause or event not reasonably within the control of the parties.

9. The parties agree that Bryant does not guarantee to provide any certain water pressure and that the transfer of title to water delivered pursuant to This Agreement is subject to all the terms and conditions contained herein. Moreover, the providing of any certain water pressure during the term of this Agreement shall not be construed as a guarantee that any certain water pressure will

be provided at any future time during the term of this Agreement. However, it is Bryant's intent to mutually work with Woodland Hills, its staff and its consultants to fully describe the design flow conditions that are expected during the term of this Agreement and provide Woodland Hills one year's notice of any anticipated changes in design conditions. Bryant shall deliver to the best of its ability, water that meets the standards for water quality, as set by all standards for water quality, as set by appropriate governmental regulations. However, in supplying water to master metered customers, Bryant does not have control over the purchaser's distribution system. It is Woodland Hill's responsibility to maintain water quality past the meter.

10. An authorized official of Bryant shall at all reasonable times have access to the meter for the purpose of verifying its reading and/or taking telemetry signals on flows for its purposes.

11. Woodland Hills and Bryant will communicate regularly and hold joint planning meetings for the systems. These planning meetings will be held annually and more often as needed.

12. This Agreement and the rights hereunder shall not be assigned or transferred by either party but shall be binding upon the successors of either party.

13. Woodland Hills covenants and agrees to pay any and all taxes levied by the United States, the State of Arkansas, or other appropriate political subdivisions of the State of the sale of water to Woodland Hills.

14. Woodland Hills agrees that it will not sell or resell water on a wholesale basis to any improvement district, association, municipality or other water purveyor located outside the water service area of Woodland Hills without prior written approval of Bryant. In addition, Woodland Hills shall not permit any of its customers to sell water on a wholesale basis to any improvement district, association, municipality or other water purveyor located outside the water service area of Woodland Hills without prior written approval of Bryant.

15. Notwithstanding anything contained herein, this Agreement may be terminated as follows:

a. By Bryant or Woodland Hills at any time if the other party fails to fully comply with its duties and obligations under this Agreement.

b. By Bryant and Woodland Hills at any time if mutually agreed by the parties.

In the event either party desires to terminate this Agreement (terminating party) in accordance with subparagraph (a) above, the terminating party shall provide the other party (non-terminating party) with written notice of the breach and giving (60) sixty days for the non-terminating party to correct such breach. If the non-terminating party fails to cure the breach within the time limit established by the terminating party, this Agreement shall be terminated automatically upon expiration of the time limit and neither party shall have further obligations under this Agreement.

17. All notices hereunder shall be in writing and shall be deemed to have been duly given when sent by certified mail, postage prepared, as follows:

If to Woodland Hills Saline County Waterworks & Sanitary Sewer
Public Facilities Board
Post Office Box 390
Alexander, AR 72002
Attention: General Manager

If to Bryant City of Bryant
210 SW Third Street
Bryant, AR 72022
Attention: Mayor

18. Woodland Hills and Bryant agree to abide by the rules and regulations published from time to time by CAW concerning the consumption of water; and the rules and regulations published from time to time by the Arkansas Department of Health concerning operation, maintenance and protection of public water supplies. Bryant and Woodland Hills' water systems shall comply with all regulations and provisions required by state and federal agencies pertaining to public water systems. If violations occur, either party shall have the right if it deems necessary or appropriate to inspect portions of the system that could be deemed inadequate and as designated by said agencies. The parties recognize that furnishing potable water is a governmental function, and this Agreement shall be performed by Bryant and Woodland Hills in their governmental capacities, and shall be governed by the laws of Arkansas.

19. The parties agree that in the event any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, all other terms and provisions of this Agreement shall remain in full force and effect, and this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

CITY OF BRYANT

_____
Mayor

Attest:

_____
City Clerk

SALINE COUNTY WATERWORKS & SANITARY SEWER PUBLIC FACILITIES BOARD

_____
Chairman

Attest:

_____
General Manager