

Lena Water System, Inc.

WATER USERS AGREEMENT

This agreement, between the Lena Water System, Inc., a non-profit corporation, hereinafter called the Association, and _____, a member of the Association hereinafter called the Member.

WITNESSETH

WHEREAS, the Member desired to purchase water from the Association, and to enter into a water users agreement as required by the Bylaws of the Association.

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

The Association shall furnish, subject to the limitations set out in rules and Regulations and Bylaws and those hereinafter provided for, such quantity of water as the Member may desire in connection with his occupancy of the following described property:

The member hereby grants the Association, its successors or assigns, a perpetual easement in, over, under, and upon the above described land with the Right to erect, construct, install, and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purpose mentioned above. The width of said easement shall be not less than 10' from the road right-of-way.

The Member shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Association at the nearest place of desired use by the Member, provided the Association has determined in advance that the system is of sufficient capacity to permit deliver of water at that point.

The member agrees to pay for water at such rates, time, and place as shall be determined by the Association, and agrees to the penalties for noncompliance with the above as set out in the current Rules and Regulations.

The Association may purchase and install cutoff valve and may also include a water meter in each service. The Association shall have exclusive right to use such cutoff valve and water meter.

The Association shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Members in the event of a water shortage; may shut off water to a member who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs for the Members, or in the event there is a shortage of water, the Corporation may prorate the water available among the various members on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular members and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the need of all of the Members. The Corporation must first satisfy all of the need of all members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all members for both domestic and livestock purposes before supplying any water for garden purposes.

The member agrees to comply with the requirements of the Louisiana State Board of Health that no other present or future source of water will be connected to any water lines served by the Association's water lines and will disconnect from his present water supply prior to connecting and to switching to the Association's system.

The Member shall connect his service lines to the Association's distribution system and shall commence to use water from the system on the date that the water is made available to the member by the Association – water charges to the Member shall commence on the date the service is made available.

The Board of Directors shall have the authority to sell the membership of any member in the event of nonpayment of any charges of assessments owing by said Member within thirty (30) days after demand for payment by mail, properly addressed To such delinquent Members. The proceeds of any sale of membership over and above the amount due the Association shall be paid to the delinquent Member. In lieu of such sale of membership, the Board of Directors may purchase the membership on behalf of the Association at a price determined by the Board to be the fair value of the membership, provided that in the event of either a sale of the membership or the purchase thereof by the Association the proceeds shall be first applied to the payment of any indebtedness due to the Association by the delinquent Member.

In the event the member shall breach this contract by (1) refusing or failing without just cause, to connect his service line to the Association's distribution minimum monthly water rate as established by the Association upon the occurrence of either of said events of the member agrees to forfeit his membership (connection) fee.

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

- (1) Nonpayment of bill by due date will be subject to a penalty of ten percent of the delinquent account.
- (2) Nonpayment within five days from the due date will result in the water being shut off from the customer's property.
- (3) In the event it becomes necessary for the Association to shut off the water from a customer's property, a fee will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day of _____ in duplicate original.

ATTEST: _____
Signature
Phone # _____

By: Gregory W. Bennett (Seal)
President
Trisha Shays (Seal)

My signature above certifies that I have received a copy of the Lena Water System Policy

USDA REQUIRES THE FOLLOWING INFORMATION
PLEASE CIRCLE ONE IN EACH CATEGORY

RACE: WHITE BLACK/AFRICAN AMERICAN AMERICAN INDIAN/ALASKA NATIVE ASIAN HAWAIIAN OTHER
SEX: MALE FEMALE
ETHNIC ORIGIN: HISPANIC NON-HISPANIC

"LENA WATER SYSTEM IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER"
To file a complaint of discrimination complete the USDA Program Discrimination Complaint Form found online at http://www.ascr.usda.gov/complaint_filing_cut.html and at any USDA office or call (866)632-9992 to request form. Or write a letter containing the information in the form. Send complaint form or letter by mail to USDA, Director, Office of Adjudication 10400 Independence Ave., S.W., Washington D.C. 20250-9410 or fax (202)690-7442 or email at program.intake@usda.gov.

