

# WATER USERS AGREEMENT

This agreement entered into between the LE-AX WATER DISTRICT, a Public Body, hereinafter called "The District",

And

## Customer's Name

Member(s) of the District hereinafter called "Customer".

## WITNESSETH

Whereas, the District is owner and operator of a water utility which is organized pursuant to Chapter 6119, Ohio Revised Code.

Whereas, the Customer desired to purchase water from the District and to enter into a water users agreement as required by the By-Laws and/or Rules and Regulations of the District.

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

The District shall furnish, subject to limitations set out in its By-Laws and /or Rules and Regulations now in force or as hereafter amended, such quantity of water as Customer may desire in connection with Customer's occupancy of the following described property:

## MAILING ADDRESS

### PHONE #

### TOWNSHIP & SECTION #

### TOWNSHIP, COUNTY, OR STATE ROUTE #

### PARCEL ID# (REQUIRED)

### DEED REFERENCE: VOLUME:

### PAGE:

### SERVICE ADDRESS (if Different than Mailing Address)

Customer agrees to grant to the District, its successors and assigns, without payment and further consideration, a mutually agreed upon, designated, perpetual easement through the above mentioned property, with the right to install, and lay, and thereafter use, operate, inspect, maintain, repair, replace, and remove water pipeline(s), in ground valves, valve markers, line markers, and hydrants, together with the right of ingress to and egress from the above described property. The Easement will subject customer's property, and all future owners thereof, to the terms and conditions of this Water User's Agreement and to Le-Ax's By-Laws and Rules and Regulations. Failure of Customer to grant said easement shall result in revocation of water users agreement and refund of tap fee.

The Customer shall install and maintain at Customer's expense, a service line which shall begin at the meter and extend to one dwelling or one place of use. The service line shall connect with the distribution system of the District at the nearest place of desired use by the Customer, provided the District has determined in advance that the system has sufficient capacity to permit delivery of water at that point. District shall have final authority in any question of location of any service connection to its distribution system.

The Customer agrees to comply with and make their property bound by the articles, By-Laws, and/or Rules and Regulations of the District, now in force or as hereafter duly and legally supplemented, amended, or changed. The Customer also agrees to pay for water at such rates, time and place as shall be determined by the District, and agrees to the imposition of such penalties for noncompliance as are now set down in the District's By-Laws and/or Rules and Regulations, or which may be hereafter adopted and imposed by the District.

The District shall purchase and install a complete tap set, including meter and shut off valve at a point on or near Customer's property. This tap set shall be for the exclusive use of the District. Customer shall be prohibited from inhibiting District's ability to gain access to tap set. Customer shall also be prohibited from entering, tampering with, damaging, or destroying any part of the tap set. Any damage to tap set caused by Customer, his agents or assigns shall be repaired by District, with costs for repairs being added directly to customer's water bill. Failure to comply with this regulation shall be grounds for criminal prosecution and/or immediate disconnection of water service.

Customer shall install for their personal use, one shut off valve on their service line, and a second shut off valve inside the house foundation. Customer shall also install the following: a backflow preventing check valve approved by the Ohio Environmental Protection Agency, the Ohio Department of Health, and the District, and if necessary, a safety relief valve and/or expansion tank on hot water tank, and a pressure regulating valve. While it shall not be the responsibility of the District to inspect each Customer's residence to insure compliance, District does reserve the right to inspect for compliance.

The Customer agrees that no other present or future source of water will be connected to any water lines served by the District's water lines, and will disconnect from the present water supply prior to connecting to the District's system, and shall eliminate all present or future sources of cross connection in the Customer's system. Customer further agrees to timely notify District when property is transferred or subdivided.

The District shall determine the allocation of water to Customers in the event of a water shortage; and may discontinue service to a Customer who allows a connection or extension to be made to the Customer's 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 of the Customers, or in the event of a water shortage, the District may prorate the water available to meet all of the needs of the various Customers, on such basis as is deemed equitable by the Board of Directors, and may also prohibit use of water for purposes other than domestic use. If, at any time the total water supply shall be insufficient to meet all the needs of the Customers, the District must first satisfy all of the needs of the Customers for domestic purposes before supplying any water for livestock purposes and must satisfy all of the needs of all Customers for both domestic and livestock purposes before supplying any water for garden purposes.

The Customer shall connect his (her) service line(s) to the District's distribution system and shall commence to use water from the system on the date the water is made available to the Customer by the District. **Water charges to the Customer shall commence on the date service is made available, regardless of whether or not Customer connects to the system.**

In the event that the District cannot make water service available to the Customer for reasonable cause, the District shall have the right to terminate this agreement by delivering tap fee and written notice of termination to the Customer at the earlier described property.

In the event the Customer shall breach this contract by refusing or failing, without just cause, to connect a service line to the District distribution system, and/or pay water charges as set forth above, the Customer agrees to pay to the District a lump sum of One Thousand Dollars (\$1,000.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated in that a breach by the Customer in either of the respects set forth above would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable loss because of the difficulty of estimating with exactness the resulting damage.

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

1. Payment received after the 15<sup>th</sup> day of each month shall be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Non-payment within thirty days from the 15th of each month shall result in termination of water service to Customer's property.
3. In the event it becomes necessary for District to terminate water service to Customer's property, all water charges due, plus a reconnection fee set by the District in its rate schedule shall be paid prior to reconnection of Customers water service.
4. **Disconnection of service because of delinquency does not relieve Customer of monthly minimum billing, as water is still available to Customer if Customer pays delinquent amount plus reconnection fee.**

Although District endeavors to provide potable water with appropriate pressure, no guarantee is made thereto, and District cannot control acts of God, negligence of others, or structural and mechanical shortcomings in its water distribution system and this agreement is subject to the same with District providing only its best efforts, with no warranties of any kind, expressed or implied.

**SPECIAL CONSIDERATIONS**

No assurance is made as to volume, pressure, or hydraulics as this location, and this agreement is made with customer having been cautioned as to such possible limitations.

Water service will be installed at existing grade level, or, if possible, as customer requests. Any adjustment of water service after installation shall be entirely at customer expense, at the existing rate for labor and material.

SPECIAL COSTS. If conditions prevent District from installing water service as requested by Customer, District will notify Customer of problem(s) preventing installation. District shall provide Customer with written estimate of special costs associated with installation of water service. Customer shall have the option of agreeing to pay special costs or requesting termination of Water Users Agreement and refund of tap fee.

**BACKFLOW PREVENTION INFORMATION:** Reauthorization of the Safe Drinking Water Act places special emphasis on back flow prevention. Both the united State E.P.A. and the Ohio E.P.A. require public water system to have a back flow prevention program. There are two major areas of concern in an individual residence. The first concern is: ALTERNATE WATER SOURCE. An alternate water source is a privately owned water source such as a well, pond, spring or cistern that is plumbed into the customer's home. Any alternate water source must be plumbed separately from the public water supply. A valve isolating the two systems is NOT acceptable! The second concern is: **FROST FREE YARD HYDRANT.** To eliminate freezing problems, these hydrants are designed to allow water in the stem to drain back into the ground after the hydrant has been turned off. This draining or weeping affect could allow siphoning to take place from a hose to the public water system's main line, in the event of a water break. LE-AX Water District does not endorse the installation of frost-free hydrants. A better solution is a through the wall hose bib with a vacuum breaker attached. A vacuum breaker is available at most hardware stores at a reasonable price.

**Tap Fee Amount**

**NEW TAP [ ]      TRANSFER [ ]**

**PREVIOUS OWNER**

**PREVIOUS ACCOUNT NUMBER**

**DEED PRESENTED OR OWNERSHIP VERIFIED? [ ] YES [ ] NO**

IN WITNESS WHEREOF, this agreement is executed

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
DATE

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY SIGNATURE

Notary Printed Name: \_\_\_\_\_

(SEAL)

**LE-AX WATER DISTRICT  
6000 INDUSTRIAL DR  
ATHENS, OH 45701  
PHONE (740) 594-0123**

The following information regarding race/national origin/gender is requested to assure the Federal Government, acting through Rural Development, that Le-Ax Water District is complying with Federal Laws prohibiting discrimination against applicants.

You are not required to provide this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, Le-Ax Water is required to note your race/national origin/gender on the basis of visual observation or surname.

<p style="text-align: center;">Race</p> <p>American Indian/Alaskan Native _____</p> <p>Asian _____</p> <p>Black/African American _____</p> <p>Native Hawaiian/Pacific Islander _____</p> <p>White _____</p> <p>Male _____      Female _____</p>	<p style="text-align: center;">Ethnicity</p> <p>Hispanic/Latino _____</p> <p>Not Hispanic/Latino _____</p> <p>Male _____ Female _____</p>
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In accordance with Federal law, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

This institution is an equal opportunity provider and employer.  
(2015)