

Walker Township Water Association, Inc.
Water Users Agreement

THIS AGREEMENT is hereby made on the date hereinafter set forth between the **WALKER TOWNSHIP WATER ASSOCIATION, INC.**, a non-profit corporation organized and existing under and by virtue of the Laws of the State of Pennsylvania, hereinafter called "ASSOCIATION", and, _____ a member of the Association, herein called "MEMBER"

W I T N E S S E T H

WHEREAS, the member desires to purchase from the Association and to enter into a water users agreement as required by the by-laws of the Association.

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

1. The Association agrees to furnish water, subject to the limitations hereinafter provided for, such quantity of water for domestic, livestock, and garden purposes as the member may desire in connection with his occupancy of the following property, as described on page 3.

Provided, however, that the member may have delivered to him through a single service line, only such water as may be necessary to supply the needs of the person residing on said premises and of the livestock owned by such persons.

2. The member agrees to pay for such water as he may use at the rates prescribed by the Board of Directors of the Association, pursuant to the provisions of Article XI of the by-laws of the Association, the water delivered through such service line being metered and the cost thereof determined separately. A flat minimum monthly rate shall be charged each member for the 9,000 gallons of water or any fraction thereof, such flat minimum rate to be payable quarterly irrespective of whether any water is used by the member during such period and that additional charges will be made for additional water used by the member. The determination of the quantity of water used by such member will be based upon readings of water meters, purchased by the member, as provided for by the by-laws of the Association. The rates to be charged by the Association shall always be sufficient to enable it to pay all costs of operation and maintenance of the water system, interest and principal on loans and other indebtedness of the Association, and to provide funds to meet replacements and additions to the system and unforeseen contingencies.
3. In the event the total water supply shall be insufficient to meet all needs of all 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 a 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 needs of all of the members for domestic, livestock and garden purposes the Association must first satisfy all of the members for domestic purposes before supplying any water for livestock purposes and must satisfy all of the needs of all of the members for both domestic and livestock purposes before supplying any water for garden purposes.

- 4. Payment of the flat minimum rate and all additional charges for additional water supplied the member shall be made at such time as the Board of Directors of the Association may prescribe, provided that if the payment of such charges is not made for a period of thirty (30) days after they become due, the Association shall have the right to refuse to supply water to the member until payment is made and provided further, that in the event payment of such charges is not made for a period of sixty (60) days after they become due, the Association may in addition to all other rights and remedies that it may have, elect to purchase the member's certificate and terminate his membership in the manner provided for in Article XI, Section 6 B and C of the by-laws and also Article V, Section 11 of said by-laws and in such event, the member shall not be entitled to receive, nor the Association obligated to supply any water under this agreement.
- 5. The entire service line shall be maintained, repaired and if necessary replaced at the cost of the member.
- 6. This contract shall be in full force and effect continuously hereafter, so long as the member shall continue to be a member of the Association, and such contract shall be the subject to all of the provisions and regulations of the by-laws of the Association.

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

WALKER TOWNSHIP WATER ASSOCIATION, INC.
Board of Directors

BY: _____
PRESIDENT – Walker Township Water Association, Inc.

ATTEST: _____
SECRETARY – Walker Township Water Association, Inc.

MEMBERSHIP NUMBER

