

LUBECK

Public Service District

P.O. Box 700, Washington, West Virginia 26181-0700

Telephone (304) 863-3341

Facsimile (304) 863-3791

July 28, 2011

Wood County Commissioners
#1 Government Square
Parkersburg, West Virginia 26101

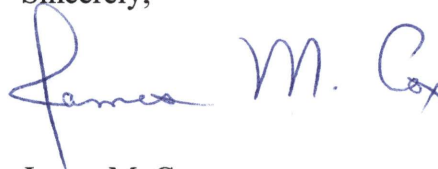
RE: Pleasant Hill and Lost Pavement

Dear Commissioners,

Please let this letter serve as a request by the District for payment of 25 User Agreements (attached) for the above referenced self help projects. The total request is for \$12,500.

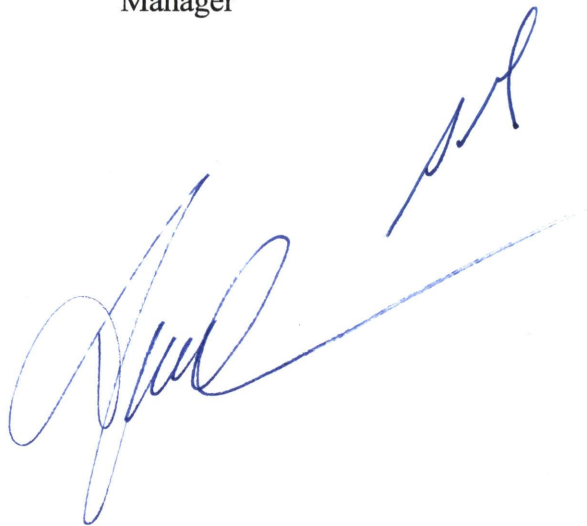
Thank you for your efforts on behalf of the District and its residents.

Sincerely,



James M. Cox
Manager

attachments



MAILING
ADDRESS:

LEANNE HOSELTON
4421 LOST PAVEMENT ROAD
PARKERSBURG, WV 26101

LUBECK PUBLIC SERVICE DISTRICT
WATER USERS AGREEMENT

304-428-4421

This agreement entered into between the Lubeck Public Service District, a public body,
hereinafter called the "Owner" and LEANNE HOSELTON,
hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

CREAM DOUBLEWIDE SETTING BACK FROM
ROAD.

The User agrees to pay an initial contribution (tap fee) of \$500.00 determined by the Owner. Upon award of the contract for construction the tap fee shall be \$500.00. Upon installation of the tap and before service can begin the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The user agrees to grant to the Owner, its successors and assigns, free of charge, 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, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User shall install and maintain at its 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 Owner at the nearest place of desired use by the User, provided that the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereafter adopted or imposed by the Owner. It is anticipated the Owner's initial water use rates will be approximately as follows:

First 5,000 gallons used per month @ \$6.99 per 1,000 gallons
Next 95,000 gallons used per month @ \$5.28 per 1,000 gallons
All over 100,000 gallons used per month @ \$2.93 per 1,000 gallons

In addition to the above, there shall be a surcharge of approximately \$3.50 for every 1,000 gallons of water used. The minimum water bill is for 2,000 gallons and the minimum surcharge will be approximately \$7.00 per month. The amount of this surcharge is subject to final financing arrangements for the construction project. It is an estimate, the actual surcharge could be higher or lower. Said rates and surcharges are subject to approval as to structure and amounts by the West Virginia Public Service Commission. Said rates and surcharges are monthly.

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

MAILING
ADDRESS:

The Owner shall have the final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shut off water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner, and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of the Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from their present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in their system.

The User shall connect their service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of five (5) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent account.
2. Nonpayment within forty (40) days from the date of rendering may result in the water being shut off from the User's property.
3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.
4. Should it become necessary to disconnect service within the five (5) years, it is to be understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.
5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system is seeking funding at this time and should the Owner not receive that funding before the end of 2010 these Water User Agreements will be null and void. If the project does receive funding it is agreed that the User hereto signed will pay their initial tap contribution of \$500.00 within sixty (60) days of said funding. In the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 27TH day of

July, 2011.

James M. Cox
WITNESS

Leanne C. Heselton
USER

Leanne C. Heselton
WITNESS

LUBECK PUBLIC SERVICE DISTRICT
James M. Cox
OWNER'S REPRESENTATIVE

MAILING
ADDRESS:

LEANNE HOSELTON
4431 6th PAVEMENT RD.
PARKERSBURG, WV 26101
304-428-4421

LUBECK PUBLIC SERVICE DISTRICT
WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District, a public body,
hereinafter called the "Owner" and LEANNE HOSELTON
hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

BROWN STORP & HALF HOME SETTING BACK FROM
ROAD.

The User agrees to pay an initial contribution (tap fee) of \$500.00 determined by the Owner. Upon award of the contract for construction the tap fee shall be \$500.00. Upon installation of the tap and before service can begin the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The user agrees to grant to the Owner, its successors and assigns, free of charge, 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, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User shall install and maintain at its 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 Owner at the nearest place of desired use by the User, provided that the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereafter adopted or imposed by the Owner. It is anticipated the Owner's initial water use rates will be approximately as follows:

First	5,000 gallons used per month @ \$6.99 per 1,000 gallons
Next	95,000 gallons used per month @ \$5.28 per 1,000 gallons
All over	100,000 gallons used per month @ \$2.93 per 1,000 gallons

In addition to the above, there shall be a surcharge of approximately \$3.50 for every 1,000 gallons of water used. The minimum water bill is for 2,000 gallons and the minimum surcharge will be approximately \$7.00 per month. The amount of this surcharge is subject to final financing arrangements for the construction project. It is an estimate, the actual surcharge could be higher or lower. Said rates and surcharges are subject to approval as to structure and amounts by the West Virginia Public Service Commission. Said rates and surcharges are monthly.

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

MAILING
ADDRESS:

The Owner shall have the final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shut off water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner, and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of the Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from their present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in their system.

The User shall connect their service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of five (5) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent account.
2. Nonpayment within forty (40) days from the date of rendering may result in the water being shut off from the User's property.
3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.
4. Should it become necessary to disconnect service within the five (5) years, it is to be understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.
5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system is seeking funding at this time and should the Owner not receive that funding before the end of 2010 these Water User Agreements will be null and void. If the project does receive funding it is agreed that the User hereto signed will pay their initial tap contribution of \$500.00 within sixty (60) days of said funding. In the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 27TH day of

JULY, 2011.

James M. Cox
WITNESS

Leanne C. Havelston
USER

Leanne C. Havelston
WITNESS

LUBECK PUBLIC SERVICE DISTRICT
James M. Cox
OWNER'S REPRESENTATIVE

MAILING
ADDRESS:

Brian Beverage
362 Pleasant Hill Rd
Parkersburg WV
304-485-2901

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and Brian Beverage, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 24 day of Sept, 2010.

Carolyn Beez Brian Beez
WITNESS USER

Kelle M Cesar James M. Cox
WITNESS OWNER'S REPRESENTATIVE
LUBECK PUBLIC SERVICE DISTRICT

MARK BEVERAGE
362 PLEASANT HILL ROAD
PARKERSBURG, WV 26101
304-485-2907

MAILING
ADDRESS:

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and MARK BEVERAGE, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

2 STORY TAP HOME.

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff ff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

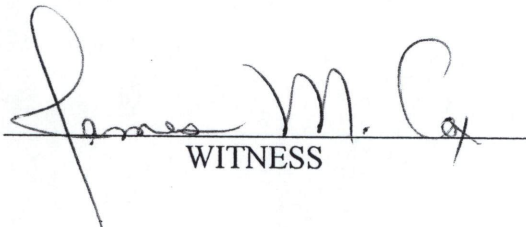
3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

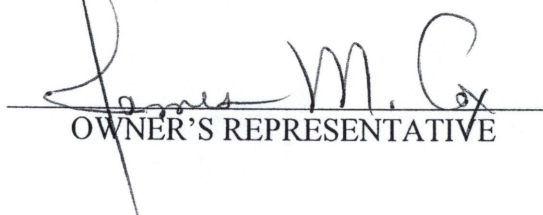
IN WITNESS WHEREOF, we have executed this agreement this 21 day of SEPTEMBER, 2010.


WITNESS


USER

LUBECK PUBLIC SERVICE DISTRICT


WITNESS


OWNER'S REPRESENTATIVE

MAILING
ADDRESS:

Mike Leggett
481 Pleasant Hill Rd.
PKSbg. WV. 26101
304-485-0849

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and _____, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

One 1 story

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

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The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

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It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 24 day of Sept, 2010.

Carolyn Beveridge
WITNESS

Michael Leggett
USER

LUBECK PUBLIC SERVICE DISTRICT

Kelle Cosmer
WITNESS

James M. Co
OWNER'S REPRESENTATIVE

MAILING
ADDRESS:

MIKE Leggett
569 Pleasant Hill Rd.
PK5bg. WV. 26101
304-485-0849

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and MIKE Leggett, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

yellow 1 story

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 24 day of Sept, 2010.

Carolyn Berney
WITNESS

Michael Leggett
USER

LUBECK PUBLIC SERVICE DISTRICT

Belle Cern
WITNESS

James M. Cox
OWNER'S REPRESENTATIVE

MAILING
ADDRESS:

Ron Workman
246 WORKMAN LANE
PARKERSBURG, WV 26101
(304) 588-1310

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and RON WORKMAN, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

1 1/2 story

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 24 day of Sept, 2010.

Carolyn Beuag
WITNESS

Ronald E. Wolke
USER

Belle Cosner
WITNESS

LUBECK PUBLIC SERVICE DISTRICT
James M. Cox
OWNER'S REPRESENTATIVE

Debra DeVaughn
25 Pleasant Hill Rd.

MAILING
ADDRESS:

LUBECK PUBLIC SERVICE DISTRICT
WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and Debra DeVaughn, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

Brown 1 story

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 22 day of Sept, 2010.

Carolyn Bueger
WITNESS

Charles A. DeLaugh
USER

LUBECK PUBLIC SERVICE DISTRICT

Kelle Cooner
WITNESS

James M. Coy
OWNER'S REPRESENTATIVE

Lester FRANK Dowler
309 Fernview Dr

MAILING
ADDRESS:

304 422 0469

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and FRANK Dowler, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

1 stone brick

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff ff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 17 day of Sept., 2010.

Carolyn Beveridge
WITNESS

Lester J. Souther
USER

Kelle Cosner
WITNESS

LUBECK PUBLIC SERVICE DISTRICT
James M. Co
OWNER'S REPRESENTATIVE

MAILING
ADDRESS:

Tim Dowler
243 Fern View Dr
Parkersburg WV -
26101

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and Tim Dowler, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

Red 2 story

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff ff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 22 day of Sept, 2010.

Carolyn Beverage William T. Doul
WITNESS USER

LUBECK PUBLIC SERVICE DISTRICT

Kelle Cesner James M. Cox
WITNESS OWNER'S REPRESENTATIVE

Lonnie Cornell
103 Farm View Dr
Parkersburg WV 26101

MAILING ADDRESS:

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and Lonnie Cornell, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

white 1 story bridge 1 story

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 21 day of SEPTEMBER, 2010.

Carolyn Buege
WITNESS

Lonnie R. Conell
USER

Kelle Cosner
WITNESS

LUBECK PUBLIC SERVICE DISTRICT
James M. Cox
OWNER'S REPRESENTATIVE

✱

Carl Spade
3994 Lost Payment Rd
Parkersburg WV

MAILING
ADDRESS:

LUBECK PUBLIC SERVICE DISTRICT 304-485-9571

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and Carl Spade, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

piece 2 story

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 22 day of Sept., 2010.

Carolyn Beverly Carl D. Spade Jr.
WITNESS USER

LUBECK PUBLIC SERVICE DISTRICT

Belle Cozner James M. Cox
WITNESS OWNER'S REPRESENTATIVE

MAILING
ADDRESS:

Betty Staats
3834 Lost Pavement Rd
Parkersburg, WV
2610

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and Betty Staats, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

tan trailer

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 22 day of Sept, 2010.

Carolyn Bueger
WITNESS

Betty L Staats
USER

Belle Cosner
WITNESS

LUBECK PUBLIC SERVICE DISTRICT
James M. Cox
OWNER'S REPRESENTATIVE

MAILING
ADDRESS:

TERRY L. DOWLER
152 FARMVIEW DRIVE
PARKERSBURG WV
26101

LUBECK PUBLIC SERVICE DISTRICT 485-0534

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and TERRY L. DOWLER, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

TAN RANCH

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 23 day of Sept, 2010.

Carolyn Beechey
WITNESS

Tom L. Decker
USER

LUBECK PUBLIC SERVICE DISTRICT

Billie Cosner
WITNESS

James M. Cox
OWNER'S REPRESENTATIVE

Jason + ERICHA MOYERS
4180 Lost Pavement Rd.
Parkersburg WV
26101

MAILING
ADDRESS:

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and Jason Moyers, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

Tan Double wide

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 23 day of Sept, 2010.

Carolyn Buey
WITNESS

Erica L. Mayer
USER

LUBECK PUBLIC SERVICE DISTRICT

Kelle Cosner
WITNESS

James M. Cox
OWNER'S REPRESENTATIVE

William R. Muller
4127 Lost Pavenment
Parkersburg, WV 26104

MAILING
ADDRESS:

LUBECK PUBLIC SERVICE DISTRICT
WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and William R. Muller, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

1 1/2 story

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 22 day of September, 2010.

Carolyn Beverly
WITNESS

Amy S. Mueller
USER

LUBECK PUBLIC SERVICE DISTRICT

Kelle Corner
WITNESS

James M. Coy
OWNER'S REPRESENTATIVE

4018 106th Avenue
Ral. Parkersburg
W.V. 26101

MAILING
ADDRESS:

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and Carl Sason Spade, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

Tan Double Wide with Blue shutters
One Store

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 29 day of Sept, 2010.

Carolyn Berger
WITNESS

Carl Jason Spive
USER

LUBECK PUBLIC SERVICE DISTRICT

Kelle Cosner
WITNESS

James M. Cox
OWNER'S REPRESENTATIVE

RON DAVIS
4517 LOST PAVEMENT RD
PARKERSBURG, WV 2610
304-438-9596

MAILING
ADDRESS:

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and RON DAVIS, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

SINGLE STORY RANCA BRICK HOME.

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff ff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

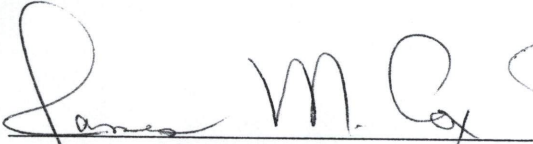
3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.


4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.


IN WITNESS WHEREOF, we have executed this agreement this 23 day of SEPTEMBER, 2010.


WITNESS


USER

LUBECK PUBLIC SERVICE DISTRICT


WITNESS


OWNER'S REPRESENTATIVE

304-480-2124
4996 Lost Payment
Perkinsburg Wv 26101

MAILING
ADDRESS:

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and Frances A. Dugan, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

Tan Color Single Story
2 door Garage

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff ff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

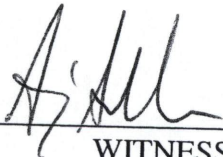
3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

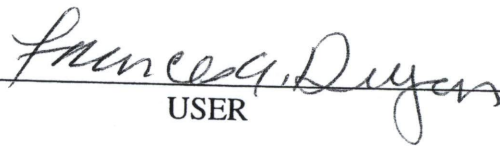
5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 27 day of September, 2010.



WITNESS

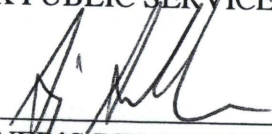


USER

LUBECK PUBLIC SERVICE DISTRICT



WITNESS



OWNER'S REPRESENTATIVE

447 489

RANDALL DAVIS
57 BOBCAT HOLLOW ROAD
PARKERSBURG, WV 26101
304-699-5369

MAILING
ADDRESS:

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and RANDALL DAVIS, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

WHITE SINGLE STORY HOME.

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.


3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

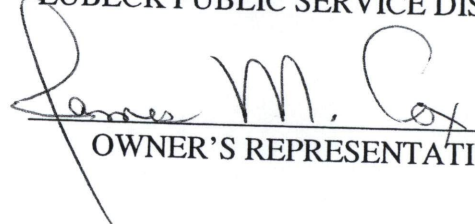
It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 22 day of SEPTEMBER, 2010.


WITNESS


USER


WITNESS

LUBECK PUBLIC SERVICE DISTRICT

OWNER'S REPRESENTATIVE

MAILING
ADDRESS:

MATTHEW STUCHEL
65 BOBCAT HOLLOW ROAD
PARKERSBURG, WV 26101

~~507~~ 40-236-7023

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and MATTHEW STUCHEL, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

GRAY SINGLE STORY HOME.

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

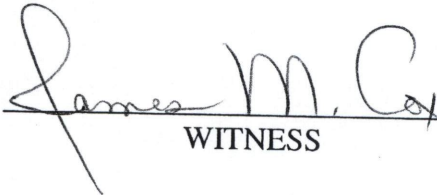
3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

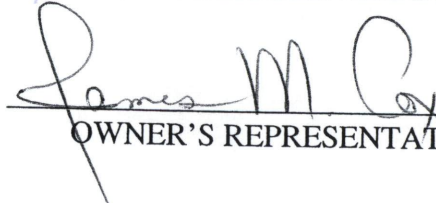
IN WITNESS WHEREOF, we have executed this agreement this 22 day of SEPTEMBER, 2010.


WITNESS


USER


WITNESS

LUBECK PUBLIC SERVICE DISTRICT


OWNER'S REPRESENTATIVE

PAULINE STEWART
112 BOBCAT HOLLOW ROAD
MAILING ADDRESS: PARKERSBURG, WV 26101
304-422-5383

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and PAULINE STEWART, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

SINGLE STORY TAN SIDED HOME - SITS OVER
THE HILL.

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 21 day of SEPTEMBER, 2010.

James M. Cox
WITNESS

Pauline Stewart
USER

Reg Mitchell
WITNESS

LUBECK PUBLIC SERVICE DISTRICT
James M. Cox
OWNER'S REPRESENTATIVE

4504 Lost Payment
Parkersburg WV 26101
304-422-0140

MAILING
ADDRESS:

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and Jeff Cunningham, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

White Ranch

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.

2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

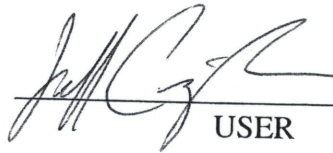
5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

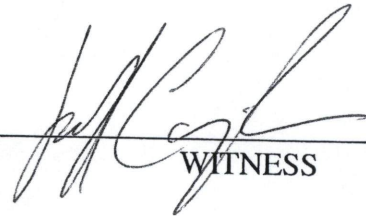
IN WITNESS WHEREOF, we have executed this agreement this 27 day of September, 2010.



WITNESS

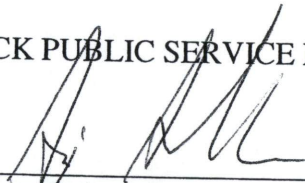


USER



WITNESS

LUBECK PUBLIC SERVICE DISTRICT



OWNER'S REPRESENTATIVE

MAILING
ADDRESS:

O. CARL CURTISS
4732 LOST PAVEMENT RD
PARKERSBURG, WV 26101
304-428-7246

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and O. CARL CURTISS, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

SINGLE STORY BEIGE HOME.

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

The Owner shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Users in the event of a water shortage; and may shutoff water to a User 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 of the Users, or in the event there is a shortage of water, the Owner may prorate the water available among the various Users on such basis as is deemed equitable by the Governing Body of the Owner; and may also prescribe a schedule of hours covering use of water for outdoor purposes; by particular Users and require adherence thereto or prohibit the use of water for outdoor purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all of the Users, the Owner must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Users for both domestic and livestock purposes before supplying any water for outdoor purposes.

The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

The User hereby agrees to pay the minimum water bill for a period of three (3) years from the date service is available, regardless of whether the User actually uses the service.

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

1. Nonpayment until after the due date will be subject to a penalty of ten percent (10%) of the delinquent amount.
2. Nonpayment within thirty (30) days from the date of rendering may result in the water being shut off from the User's property.

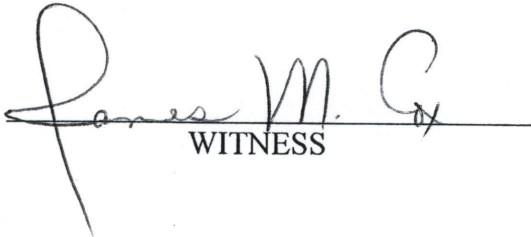
3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

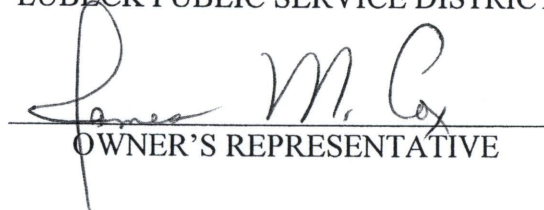
IN WITNESS WHEREOF, we have executed this agreement this 21 day of SEPTEMBER, 2010.


WITNESS


USER

LUBECK PUBLIC SERVICE DISTRICT


WITNESS


OWNER'S REPRESENTATIVE

MAILING
ADDRESS:

BRIAN CURTISS
4756 LOST PAVEMENT RO.
PARKERSBURG, WV 26101
304-485-4146

LUBECK PUBLIC SERVICE DISTRICT

WATER USERS AGREEMENT

This agreement entered into between the Lubeck Public Service District a public body, hereinafter called the "Owner" and BRIAN CURTISS, hereinafter called the "User".

WITNESSETH

Whereas, the User desires to purchase water from the Owner and to enter into a Water Users Agreement, as required by the Rules and Regulations of the Owner.

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 Owner shall furnish, subject to the limitation set out in its Rules and Regulations now in force or as amended, such quantity of water as the User may desire in connection with User's occupancy of the following described property:

LIGHT BROWN MOBILE HOME

The User agrees to pay an initial contribution (tap fee) of \$500.00. Upon installation of the tap and before service can begin, the customer must also make a \$63.00 refundable security deposit as required by the Rules and Regulations of the West Virginia Public Service Commission and the Owner. Any subscriber for water service shall produce a copy of a county health department permit for a septic system if the home was built after 1969.

The User agrees to grant the Owner, its successors and assigns, free of charge, a perpetual easement in, over, and upon the above described land, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the User for the purpose of ingress to and egress from the above described lands.

The User 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 Owner at the nearest place of desired use by the User, provided the Owner has determined in advance that the system is of sufficient capacity to permit delivery of water at that point and that the Owner can install the service at that location.

The User agrees to comply with and be bound by the Rules and Regulations of the West Virginia Public Service Commission and the Owner, now in force, or as hereafter duly and legally supplemented, amended or changed. The User also agrees to pay for water at such rates, time and place as shall be determined by the Owner, and agrees to the imposition of such penalties for noncompliance as are now set out in the Owner's and the Public Service Commission's Rules and Regulations, or which may be hereinafter adopted and imposed by the Owner.

The Owner shall purchase and install a cutoff valve and a water meter in each service. The Owner shall have exclusive right to such cutoff valve and water meter.

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The User agrees that no other present or future source of water will be connected to any water lines served by the Owner's water lines and will disconnect from his present water supply prior to connecting to and switching to the Owner's system and shall eliminate their present or future cross-connections in his system.

The User shall connect his service lines to the Owner's distribution system and shall commence to use water from the system on the date the water is made available to the User by the Owner. Water charges to the User shall commence on the date service is made available, regardless of whether or not the User connects to the system.

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3. In the event it becomes necessary for the Owner to shut off the water from the User's property, a fee of \$30.00 will be charged for a reconnection of the service.

4. Should it become necessary to disconnect service within the first five (5) years, it is understood that a minimum bill will continue to be charged to the property until the expiration of the Users Agreement.

5. The Owner shall seek all available remedies for nonpayment including but not limited to liens against the property or other remedies as provided by law.

It is hereby understood that the Owner's water system will be under final design and in the event it is determined that service to the User's property is not feasible, this agreement and the initial contribution will be returned to the User without interest and the Owner will not be under any obligation to provide service to the property.

IN WITNESS WHEREOF, we have executed this agreement this 21 day of SEPTEMBER, 2010.

James M. Cox
WITNESS

Carl Curtis for Brian Curtis
USER

LUBECK PUBLIC SERVICE DISTRICT

Carl Curtis
WITNESS

James M. Cox
OWNER'S REPRESENTATIVE