

JEFFERSON REGIONAL WATER AUTHORITY

WATER USER'S AGREEMENT

This agreement, between Jefferson Regional Water Authority, a public body hereinafter called JRWA, and _____, a user(s) of JRWA hereinafter called the User.

WITNESSETH

WHEREAS, the user's desire to purchase water from JRWA and to enter into a water users agreement as required by the By-Laws of JRWA.

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

JRWA shall furnish, subject to the limitations set out in the Rules and Regulations and By-Laws, and those hereinafter provided for, such quantity of water as the User may desire in connection with his/her occupancy or ownership of the following described property:

Service Address: _____

CITY, STATE & Zip: _____

The User hereby agrees to give to JRWA its successors or assigns, a Perpetual Easement (Form FHA 442-20) in, over, under and upon the above described land with the right to erect, construct, install and lay, and thereafter use, operate and inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right of ingress and egress over adjacent land for the purposes mentioned above.

The User shall install and maintain at their 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 JRWA at the nearest place of desired use by the user, provided that JRWA has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The User agrees to pay for water at such rates, time and place as shall be determined by JRWA, and agrees to the penalties for non-compliance with the above as set out in the current Rules and Regulations.

In addition to any connection tap-in fee established by JRWA, the User agrees to a membership fee in the amount of \$10.00. The membership fee shall be held and applied by JRWA to the payment of the account of the User should service to the user be terminated, either voluntarily by the User or involuntarily by JRWA, and the account shall remain unpaid.

Should the account be fully paid at the time of termination of service to the User, the membership fee shall be refunded by JRWA within a reasonable time thereafter. JRWA shall purchase and install a cutoff valve and may also include a water meter in each service. JRWA shall have the exclusive right to use such cutoff valve and water meter.

JRWA shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to the Users in the event of a water shortage; may shut off the 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, JRWA may prorate the water available among the various Users on such basis as is deemed equitable by the governing Board, and may also prescribe a schedule of hours covering the use of water for garden purposes; provide that, if at any time the total water supply shall be insufficient to meet the needs of all Users, JRWA must first satisfy all of the needs of all Users for domestic purposes before supplying any water for livestock purpose and must satisfy all the needs of all Users for both domestic and Livestock purposes before supplying any water for garden purposes.

The User agrees to comply with the requirement of the Ohio State Board of Health that no other present or future source of water will be connected to any waterlines served by JRWA's waterlines and will disconnect his present water supply prior to connecting to and switching to JRWA's system.

The User shall connect his service lines to JRWA's distribution system and shall commence to use water from the system on the date that water is made available to the User by JRWA. Water Charges to the User shall commence on the date that the service is made available.

The governing board shall have the authority, in addition to all other rights and remedies, to terminate this agreement and, in such event, the User shall not be entitled to receive, nor JRWA obligated to supply water under this agreement. If the User thereafter pays all water charges, all penalties charged against him and reinstallation fee provided in JRWA's Rules and Regulations, he shall then be entitled to resumption of water services subject to all regulations of JRWA.

In the event the User shall breach this contract by refusing or failing, without just cause, to connect his service line to JRWA distribution system as set forth above, or refusing or failing without just cause to pay the minimum monthly water rate as established by JRWA, the User shall be responsible for all fees and charges payable and due up to the date of written notification to JRWA of his/her intention to withdraw from the water system, and in addition to that amount, the User agrees to pay to JRWA a lump sum of Three Hundred / Seven Hundred Dollars (\$300.00/\$700.00) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages, in that a breach by the User in either of the respects set forth above would cause serious and substantial damages to JRWA and it will be difficult, if not impossible to prove the amount of such damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forecast of probable, actual loss because of the difficulty of estimating with exactness the damages which will result.

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

- 1) Non-payment within ten days from the due date will be subject to a penalty of ten percent (10%) of the delinquent account charges.
- 2) Non-payment within thirty days from the due date will result in the water being shut off from the User's Property.
- 3) In the event it becomes necessary for JRWA to shut off the water to a User's property for reason of non-payment, a fee of \$35.00 will be charged to reconnect the service.

IN WITNESS WHEREOF, we have hereunto executed this agreement this _____ day

of _____, _____, in duplicate of the original.

JEFFERSON REGIONAL WATER AUTHORITY

(SEAL)

BY: _____

JRWA PRESIDENT

ATTEST:

BY: _____

SECRETARY OR CLERK

USER/S SIGNATURE:

HEAD OF HOUSEHOLD

SPOUSE