

~~Revision of 1998~~
By Laws of the
Jefferson Regional Water Authority

ARTICLE I

General Purposes

The purpose for which this Authority is formed, and the powers which it may exercise are set forth in Chapter 6119 of the Ohio Revised Code.

ARTICLE II

Name and Location

Section 1. _____ The name of the Authority is JEFFERSON REGIONAL WATER AUTHORITY.

Section 2. — The principal office of this Authority shall be located in or adjacent to the Authority's district in the County of Montgomery, State of Ohio.

ARTICLE III

Seal

Section 1. The seal of the Authority shall have inscribed thereon the name of the Authority.

Section 2. The secretary of the Authority shall have custody of

the seal.

Section 3. The seal may be used for causing it or a facsimile thereof to be impressed or affixed or reproduced for official purposes.

ARTICLE IV Fiscal Year

The fiscal year of the Authority shall coincide with the calendar year.

ARTICLE V Membership

Section 1. Every person who, or legal entity which, is an owner of record of a property served by the water system becomes a Mmember of the Authority (1) upon signing such Water User Agreement for the purchase of water as may be provided and required by the Authority, (2) upon completion of payment of the Mmembership fee and (3) upon completion of payment of such connection fee as may be imposed by the Board of Trustees, provided that only one Mmembership at a time may be held by any such person or entity irrespective of the number of properties served that are owned by that specific person or entity or the number of Water User Agreements such person or entity holds.

Section 2. In the case of properties that are not of a residential nature, i.e., commercial business, church, social organization, etc. or in the case of properties owned by multiple persons, an authorized representative of said organization or ownership group shall sign a Water User Agreement and act as the Member of the Authority. Said organization or multiple ownership group shall have the right to change its designated representative at any time. and be subject to the same restrictions as residential property owners. There shall be only one Member per each Water User Agreement.

Section 3. A person to whom a Water User Agreement is transferred under Article VI becomes a Member upon such transfer and payment of the Membership fee. If a connection fee was not paid in full for the meter subject to the Water User Agreement, it too must be paid in order to acquire Member status and water service.

Section 4. Member in Good Standing. A ~~m~~Member in good standing ~~is shall heretofore be known as~~ one who has paid the above-referencedsaid Membership fee to the Authority, has signed a Water User Agreement with the Authority and is current in payment of all obligations to the Authority.

Section 5. Membership may be denied by the Board of Trustees if the Board of Trustees determines in its sole discretion that the capacity of the Authority's water system is or may be insufficient to meet the current or anticipated needs of existing Members ~~exhausted by the need of existing members~~, or if it determines the proposed use of the applicant is such that it would interfere with existing uses previously authorized by the Board of Trustees.

ARTICLE VI Water User Agreement

Section 1. ___ This Authority shall not have capital stock. When a person or entity meets all the requirements for Membership under Article I, ~~the~~s Water User Agreement represents the right to use and enjoy the benefits of the Authority's water supply system upon meeting all requirements imposed on the user by the Water User Agreement, these ByLaws and the Rules and Regulations of the Authority, as each may be amended from time to time. ~~Neither the Water User Agreement nor these Bylaws shall create any rights in any third person, whether by way of third party beneficiary or otherwise. payment of a necessary assessment, if any, and of payment of reasonable charges based upon water use, provided such use and enjoyment are consistent with the rules, regulations and contracts affecting the same as may from time to time be prescribed by the Board of Trustees.~~

Section 2. ___ Each Water User Agreement shall bear on its face the following statement: "This agreement is between the Jefferson Regional Water Authority, hereinafter called the Authority, and (name of user), a user of the Authority, hereinafter called the User."

Section 3. ____ The Board of Trustees shall cause Water User Agreements to be issued. A Water User Agreement shall not be denied because of the applicant's race, color, creed, ~~or national~~ origin, or other legally protected status.

Section 4. Each Member shall have one Water User Agreement for each meter installed.

Section 5. Only one Water User Agreement may be issued collectively to all the persons or entities owning a property served by any single meter.

Section 6. A Water User Agreement shall be transferable, but the transfer will be effective only ~~(1)~~ when noted on the books of the Authority. Such transfer will be made only to a person who or entity which obtains an ownership interest in the property which qualifies the person or entity for ~~m~~Membership under Article V, and such transferee otherwise meets all requirements for Membership. A ~~m~~Member will ~~may~~ transfer his Water User Agreement with the Authority to his successor in interest as part of the transaction whereby he disposes of this interest in said property or by separate contract. The Secretary or his/her designate, upon written request and proof of transfer shall make a note of such transfer upon the records of the Authority, and will issue a new Water User Agreement to the successor in interest of the previous ~~m~~Member.

Section 7. When a Water User Agreement in the Authority is not transferred: it shall terminate upon the disposition or other termination of the Member's ownership interest in the property, regardless of whether or not the Water User Agreement is surrendered to the Authority. A written notation shall be made on the books of the Authority when such a Water User Agreement is terminated. A Water User Agreement may also be terminated by action of the Board of Trustees Where the use of the ~~pr~~roperty property is changed so as to materially ~~increase~~ change the amount of Water consumed and such change interferes with, or threatens to interfere with, the supply of water to other users for their existing or foreseeable water needs ~~to the prejudice of other existing members Or to the prejudice of orderly Operation of the system.~~

Section 8. The termination of a Water User Agreement of any member shall not prevent the ~~issuing-issuance~~ of a new Water User Agreement for any other person or entity who has or obtains an ownership interest in the property of the terminated ~~member~~-Member and who otherwise meets the requirements for Membership of these ~~By-laws~~.

Section 9. In the event a ~~M~~member's property interest is divested other than by voluntary means, such Member's Water User Agreement will pass to the Trustee, Receiver, Executor, or the like, who will be entitled to the rights, -and will be subject to the obligations, incident to such Water User Agreement. The Trustee, Receiver, Executor, or the like, may terminate such Water User Agreement in the manner set forth in the then-current User's Agreement, Bylaws, and/or Rules and Regulations, by written notice to such effect delivered or mailed to the ~~Secretary of the Authority.~~ Upon final disposition of such ~~property~~ property rights, the owner thereof shall be entitled to a Water User Agreement in the manner set forth in the then-current Bylaws, Rules and Regulations ~~Section 6 or Section 8 above.~~

Section 10. ___ The transferor shall remain liable for any past due amounts for water service. A judgement lien or assessment may be perfected against property for past due amounts for water service.

ARTICLE VII

Meetings of Members

Section 1. The Annual Meeting of the ~~m~~Members of this Authority shall be held in Jefferson Township, County of Montgomery, State of Ohio at 7:00 P.M. on the third Monday in April of each year, if not a legal holiday, or if a legal holiday on the next business day following. The place, day, and time of the Annual Meeting may be changed to any other convenient place, day, and time in Montgomery County by the Board of Trustees giving notice thereof to each Member not less than (10) ten days in advance thereof. In addition, the Authority shall give at least 24 hours' notice to any news media or other person that has requested notification, and shall inform any member of the public of such meeting upon inquiry.

Section 2. Special meetings of the mMembers may be called at any time by the action of the Board of Trustees, and such meeting must be called whenever a petition requesting such meeting is signed by at least ten (10) percent of the mMembers and presented to the Secretary or to the Board of Trustees. The purpose of every special meeting shall be stated in the notice thereof, and no business shall be transacted thereat except such as is specified in the notice.

Section 3. ___ Notice of meeting of mMembers of the Authority, both annual and special, shall be given by notice mailed by first class mail to each mMember of record directed to the address shown on the books of the Authority not less than ten (10) nor more than forty (40) days prior to such meeting. Such notice shall state the nature, time, place and purpose of the meeting but failure or irregularity of notice of any Annual Meeting, regularly held, shall not affect any proceedings taken thereat.

Section 4. ___ Members present registering in person plus the number of absentee ballots received, shall constitute a quorum for any Members' meeting. Absentee ballots shall be sent to members who request them. Said ballots ~~shall~~ contain a stipulation to be signed by the mMember certifying that the member is unable to attend because of absence, health, or infirmity due to age, or other causes. These absentee ballots will be required to be received in the office of the Authority no later than the close of business Thursday, preceding the Annual Meeting. The number of absentee ballots received by that date shall count toward the quorum at the Annual Meeting:

Section 5. ___ Each mMember shall have one vote regardless of the number of properties served which are owned by such member and regardless of how many Water User Agreements into which such member has entered. When more than one person holds an interest in a property served, their vote shall be exercised by the person in whose name the Water User Agreement is issued or by such person as the several owners may designate, but in no event shall more than one vote be cast with respect to any one Memembership.

Section 6. ___ Trustees of this Authority shall be elected at the Annual Meeting of the mMembers as provided in Article VIII, Section 1. No cumulative voting shall be allowed.

Section 7. ___ The order of business at the Annual Meetings of the Mmembers shall be:

1. Calling to order and proof of quorum
2. Proof of notice of meeting
3. Reading and action on any unapproved minutes
4. Discussion of ~~members'~~ Members' concerns
5. Election of Trustees
6. Reports of Officers
7. Unfinished Business
8. New Business
9. Adjournment

4.

ARTICLE VIII Trustees and Officers

Section 1. The Board of Trustees of the Authority shall consist of ~~nine~~ seven (97) ~~m~~Members, all of whom shall be members in good standing of the Authority. No person shall serve as Trustee if such person has plead guilty to, or been found guilty of, any criminal offense other than a minor misdemeanor not involving such person's dishonesty or moral turpitude. At each Annual Meeting, the ~~m~~Members shall elect for a ~~-~~term of three (3) years replacement Trustees corresponding to the number of Trustees whose terms of office have expired. Each Trustee shall hold office for the term for which he is elected and such additional time as is required to elect his successor. ~~until his successor shall have been elected.~~ The notice of election of Trustees shall be mailed with the water bill for the month of December of each year. The notice of election shall specify the number of Trustees to be elected and request the written nominations of candidates by the ~~m~~Members of the Authority. The candidates will be notified of their nomination by letter at the address of record with~~ef~~ the Authority not earlier than the date of nomination and not later than the first day of March in the year nominated. The resumes of candidates will be distributed to the Members of the Authority between the tenth and twentieth of March) of the year nominated. Any nominee not submitting a resume cannot be a candidate in ~~-~~the election. The election of Trustees shall be held at the Annual Meeting pursuant to Article VII Section 1.

Section 2. The Board of Trustees shall meet at the next regularly scheduled meeting after the annual election of Trustees. and elect a President, Vice-President, Secretary, and Treasurer from among themselves. Each officer shall hold office until the election of his successor, unless

sooner removed by death, resignation, or for cause. A vacancy in an office shall be filled by the Trustees at a regular or special meeting of the Board of Trustees.

Section 3. If the office of any Trustee becomes vacant by reason of death, resignation, retirement, disqualification or otherwise, except by removal from office, a majority of the remaining Trustees, though less than a quorum, shall, by a majority vote, choose a successor who shall hold office until the next Annual Meeting of the ~~m~~Members of the Authority, at which time the ~~m~~Members shall elect a Trustee to serve the remainder of the unexpired term. In the ~~notice~~ of such Annual Meeting, a notice of such election shall be given and the candidates secured by the process specified in Section 1 of this Article.

Section 3(b). ~~Any Trustee with three (3) unexcused meeting absences within a given calendar year, shall relinquish the seat of Trustee. Any vacancy shall be filled by the remaining Trustees at a regularly scheduled meeting or a special meeting that is held in a meeting place open to the public.~~

Section 4. ~~Meetings of the Board of Trustees.~~ The Board of Trustees shall meet at least once each month of the year. The regular meeting shall be held on the second Thursday of each Month in a meeting place open to the public, except that the meeting date for any given month may be changed by action of the Board. The President, or Vice-President may call a special meeting of the Board of Trustees to be held in a meeting place open to the public. Insofar as is practicable, a number of ~~M~~members shall be notified of such special meetings and invited to attend. In addition, the Authority shall give at least 24 hours' notice to any news media or other person that has requested notification, and shall inform the public of such meeting upon inquiry. The Board of Trustees may meet in a non-public executive session for any purpose and in any manner enumerated in or permitted by O.R.C. Section 121.22

Section 5. A majority of the Board of Trustees shall constitute a quorum at any meeting of the Board of Trustees, except that the President or Vice-President must be present to constitute a quorum. The affirmative vote of the majority of the Trustees at a meeting at which a quorum is present shall be the act of the Board.

Section 6. Compensation of Trustees may be fixed at any Annual Meeting by the Members of the Authority.

Section 7. ___ Trustees may be removed from office in the following manner: Any ~~m~~Member or Trustee may present charges against a Trustee by filing them in writing with the Secretary of the Authority. If presented by a Member other than a Trustee, the charges must be accompanied by a petition signed by ten percent (10%) of the members of the Authority. Such removal shall be voted on at the next meeting of the ~~m~~Members, Annual or special, if a quorum is present in person or represented by absentee ballot, and shall be effective immediately if approved by a vote of a majority of those ~~m~~Members voting in person or by absentee ballot. The Trustee against whom such charges have been presented shall be informed in writing of such charges at least twenty (20) days prior to the meeting of members and shall have the opportunity at such meeting to be heard in person or by counsel and to present witnesses, and the person or persons presenting such charges against him/her shall have the same opportunity. If the removal of a Trustee is approved, such action shall vacate any office held by the removed Trustee in the Authority. A vacancy in the Board thus created shall ~~immediately be filled~~ as set forth in Section 3, above, by a vote at such meeting.

Section 8. ___ In the event that a ~~m~~Member of this Authority is a litigant in any legal action or is otherwise a party to any claim against this Authority or its Board of Trustees as an entity or any individual Trustee in any capacity, that ~~m~~Member shall not be eligible as a candidate for the office of Trustee of this Authority during the period in which that legal action is in litigation within the court system, or such claim is being prosecuted or pursued by or on behalf of such Member.

Section 9. ___ In the event that an elected Trustee is or becomes a litigant in any legal action against this Authority or against its Board of Trustees as an entity, or individual Trustee acting on behalf of the Authority, or is a party to any claim against the Authority, its Board or any individual Trustee in any capacity such elected Trustee is held to have a conflict of interest in the conduct of business and policy making of this Authority. Such elected Trustee who is a litigant or claimant against this Authority or Trustee shall be placed on leave of absence by official notice from the President or Vice-President of the Board of Trustees for the period during which

that legal action is in litigation within the court system, such claim is being prosecuted or pursued by or on behalf of such Trustee, or until the end of his or her elected term, whichever shall occur earlier. An Acting Trustee shall be appointed at the time the litigant Trustee is placed on leave of absence, in the manner set forth in Section 3, above. The Acting Trustee shall be entitled to all rights, privileges and compensation to which Trustees are entitled. The litigant/claimant Trustee, while on leave of absence, shall not be entitled to receive compensation, as specified in Section 6 above, during the period of the leave of absence, nor shall he or she be entitled to reinstatement of lost compensation which ~~would have accrued~~ during the period of the leave of absence defined above.

Section 10.

1. The Authority shall indemnify each ~~present and future~~ Trustee and Officer, his/her heirs, executors, and administrators, and may indemnify any employee or agent, and his/her heirs, executors, and administrators, who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, ~~or~~ administrative proceeding, or claim ("Claim") by reason of the fact that he/she is or was such Trustee, Officer, employee, or agent of the Authority, against expenses, including attorney's fees, judgments, and amount paid in settlement actually and reasonably incurred by him/her in connection with ~~such action~~ Claim, suit, or proceeding if he/she acted ~~the conduct of such person allegedly giving rise to such Claim~~ arose from such person's acting in good faith and in a ~~Matter~~ manner he/she reasonably believed to be in or not opposed to the best interests of the Authority. Such indemnity obligation shall only be effective if the person seeking indemnification promptly notifies the Authority of such Claim, tenders the defense of such Claim to the Authority at the earliest opportunity, and cooperates with the Authority in any defense of such Claim.

2. Expenses, including attorney's fees, incurred with respect to any legal matter may be paid by the Authority prior to the final disposition thereof, as authorized by the Trustees.

3. Such indemnification shall not be deemed exclusive of any other rights to which such Trustee, Officer, employee, or agent may be entitled under the law and these By-Laws, ~~and~~

~~shall continue under the law and these By-Laws, and shall continue as to, or be available to, a person who has ceased to be a Trustee, Officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.~~

4. The Authority may purchase and maintain insurance on behalf of itself and/or any person who is or was a Trustee, officer, employee, or agent of the Authority to cover any such Claim as defined herein~~liability as described herein.~~

ARTICLE IX Duties of Trustees

Section 1. The Board of Trustees shall exercise all the rights, power, and duties provided, required or otherwise vested in the Authority by Chapter 6119 or any other provision of the Ohio Revised Code, subject to such reservations, limitations, and qualifications set forth therein or in~~in such Chapter 6119 and these By-Laws.~~ It is hereby expressly provided that the Board of Trustees shall have, and are hereby given, full power and authority in respect to the matters hereinafter set forth to be exercised by resolution or implemented by rules or regulations duly adopted by the Bboard. In addition to the foregoing, the Board of Trustees shall specifically have the following duties:

1a. To approve Water User Agreements to be issued. The Board may make binding commitments to issue Water User Agreements and to permit the connection of properties to the water system in the future in cases involving proposed construction, or may issue such Water User Agreements prior to the commencement of the proposed construction.

1b. To select and appoint all officers, agents or employees of the Authority, remove such officers, agents or employees of the Authority, prescribe such duties and designate such powers as may not be inconsistent with these By-Laws, fix their compensation, and pay for their services.

1c. To borrow from any source money, goods, or services, and to make and issue notes and other negotiable or nonnegotiable instruments evidencing indebtedness of the authority, to make and issue mortgages, deeds of trust, pledges of revenue, and other instruments

evidencing a security interest in the assets of the Authority; and to do every act and thing necessary to effectuate the same.

4d. To prescribe, adopt and amend, from time to time, such equitable uniform rules and regulations as in its discretion, may be deemed essential or convenient for the conduct of the business and affairs of the Authority and the guidance and control of its officers and employees, and to prescribe adequate penalties for the breach thereof.

4e. To order, biannually, at least once each year, an audit of the books and accounts of the Authority by the Ohio Auditor of State ~~a competent public auditor or accountant~~. The report prepared by such auditor ~~or accountant~~ shall be submitted to the ~~members~~ Members of the Authority at their Annual Meeting together with a proposed budget for the ensuing year. In years in which such an audit is not performed, the Trustees shall prepare and present to Members at their Annual Meeting, a proposed budget for the ensuing year. Copies of such audits and budgets shall be submitted to such parties as may be required by other agreements.

4f. To fix and alter the method of billing, time of payment, and penalties for late payment or nonpayment of charges imposed by the Authority ~~the same~~. The Board may establish one or more classes of users. All charges shall be uniform and nondiscriminating within such class of users. Different construction phases may have different rates.

4g. To require all officers, agents and employees charged with responsibility for the custody of any of the funds of the Authority to be bonded, and it shall be mandatory upon the Trustees to so require.

4h. To select one or more banks to act as depositories of the funds of the Authority and to determine the manner of receiving, depositing, and distributing the funds of the Authority and the form of checks and the person or persons by whom the same shall be signed, with the power to change such banks and the persons signing such checks and the form thereof at will.

4i. To levy assessments against the ~~m~~Members of the Authority in such manner and upon such proportionate basis as the Trustees deem equitable, and to enforce collection of such assessments due, provided the Authority, must give the ~~m~~Member at least 2 business days' ~~15~~

days written notice at the address of the mMember on the books of the Authority of its intention to suspend water service if the assessment is not paid. Upon payment of such assessment, any penalties applicable, thereto, and a re-connection charge, if one is in effect, service will be promptly restored to such a mMember.

~~1j. — All duties provided by Title 6119 O.R.C.~~

ARTICLE X Duties of Officers

Section 1. Duties of President. The President shall preside over all meetings of the mMembers of this Authority and of the Board of Trustees, perform all acts and duties usually performed by an executive and presiding officer, and sign all Water User Agreements and such other papers for the Authority as the President may be authorized or directed to sign by the Board of Trustees, provided the Board of Trustees may authorize any person to sign any or all checks, contracts and other instruments in writing on behalf of the Authority. The President shall perform such other duties as may be prescribed by the Board of Trustees.

Section 2. Duties of the Vice -President. The Vice-President may call special meetings of the Board of Trustees. In the absence or disability of the President, the Vice-President shall perform the duties of the President; provided, however, that in case of death, resignation, or disability of the President, or a vacancy in the office of the President for any other reason, the Board of Trustees shall declare -the office vacant and elect his/her successor, during which process the Vice President shall continue to function as the acting President.

Section 3. Duties of the Secretary. The Secretary shall keep a complete record of all meetings of the Authority and of the Board of Trustees and shall have general charge and supervision of the records of the Authority. The Secretary or his/her designate shall attest the President's signature on all Water User Agreements and other papers pertaining to the Authority unless otherwise directed by the Board of Trustees; shall serve, mail, or deliver all notices required by law and these By-Laws and shall make a full report of all matters and business pertaining to his/her office to the mMembers at the Annual Meeting or at such time or times as the Board of Trustees may require; shall keep the Authority's seal and records of the Authority

complete, and affix said Authority's seal to all papers requiring seal; shall keep a proper Water User Agreement record, showing the name of each mMember of the Authority and the date of issuance, surrender, transfer, termination, cancellation, or forfeiture of each Water User Agreement; shall make all reports required by law and shall perform other duties as may be required by the Authority or the Board of Trustees. Upon the election of a successor, the Secretary shall turn over all books and other property, belonging to the Authority this officer may have in his/her possession.

Section 4. Duties of the Treasurer. The Treasurer or his/ her designate shall receive all monies of the Authority, shall keep an accurate record of receipts and expenditures, and shall pay out funds as authorized by the Authority or the Board of Trustees. The Treasurer shall present a financial statement at every meeting of the Board of Trustees and at other times when requested by the Board of Trustees and shall make a full report at the Annual Meeting of mMembers. The Treasurer shall furnish the Authority a fidelity bond in an amount to be determined annually by the Board of Trustees to the largest sum of funds in his/her possession at any time.

ARTICLE XI

Benefits and Duties of Members

Section 1. The Authority will install, maintain, and operate a main distribution pipeline or lines from the source of the water supply and service lines from the main distribution pipeline or lines to the property line of each mMember of the Authority, at which points, designated as delivery points, meters to be purchased, installed, owned and maintained by the Authority shall be placed. The cost of the service line or lines from the distribution pipeline or lines of the Authority to the property line, of each mMember shall be paid by the Authority. The Authority also may purchase and install a cutoff valve in each service line from its main distribution line or lines, such cutoff valve to be owned and maintained by the Authority. The Authority shall have the exclusive right to use of such cutoff valve. However, the provisions of this section shall not be construed to require the acquisition or installation of meters or cutoff valves where the Trustees determine in their sole discretion that under the circumstances of the system and the nature of the mMembership ~~that~~ the use of either or both of such devices ~~is~~ impractical, and

unnecessary to protect the system and the rights of the ~~m~~Members, and/or economically not feasible.

Section 2. Each Member will be required at his own expense to provide a ditch for connection of the service line or lines from the property line of the Member's dwelling or other portion of his premises, and to purchase and have installed the portion of their service line or lines from his property line to the place of use on his/her premises. Such installation shall be inspected and approved by the Authority at the time of its installation or subsequent repair or replacement. The ~~m~~Member will maintain such portion of such service line or lines, which shall be owned by the ~~m~~Member, at his/her own expense. The Authority may, if the Board of Trustees so determines, purchase the pipe for and install such portion of such service line or lines, the cost of which will, however, be paid by the individual ~~m~~Member.

Section 3. Each ~~member~~Member may be permitted to have additional service lines from the Authority's water system at the discretion of the Board of Trustees upon proper application therefore and the tender of payment not to exceed the then existing connection charge. The approval by the Board of Trustees of additional service lines to an existing ~~m~~Member may be made conditional upon such provision as the Board of Trustees determines necessary to protect the interests of other ~~m~~Members and to allow for the orderly expansion and extension of the system to serve other property that may need service along the distribution lines of the system. Each service line shall connect with the Authority's water system at the nearest available place to the place of desired use by the ~~m~~Member, if the Authority's water system has sufficient capacity to permit the delivery of water through a service line at that point without interfering with the delivery of water through a ~~prior~~ pre-existing service line. If the Authority's water system is inadequate to permit the delivery of water through a service line installed at such place without interfering with the delivery of water through a ~~prior~~ pre-existing service line, then such service line shall be installed at such place as designated by the Authority.

Section 4. Each ~~m~~Member may be permitted to purchase from the Authority, pursuant to such agreement as may from time to time be provided and required by the Authority, such water as is needed by him/her for domestic, commercial, agricultural, industrial, or other purposes as a ~~m~~Member may desire, subject, however, to the provisions of these By-Laws and to such rules

and regulations and restrictions as may be prescribed by the Board of Trustees. Each mMember shall be entitled to have delivered to him/her through his/her service lines only such water as may be necessary to supply the needs of each mMember, including his/her family, business, agricultural or industrial requirements. The water delivered through each service line may be metered separately and the charges for such water may be determined separately, irrespective of the number of service lines owned by the mMember.

Section 5. In the event the total supply shall be insufficient to meet all the current or projected needs of the mMembers, or in the event there is a shortage of water, the Authority may ~~prorate~~ limit, restrict or prohibit the use of the water available among the various mMembers, or among particular uses, on such basis as is deemed equitable by the Board of Trustees in their sole discretion, ~~and may also prescribe a schedule of hours covering the use of water for commercial, agricultural or industrial purposes by particular members and require adherence thereto to prohibit the use of water for commercial, agricultural, or industrial purposes; provided that if at any time the total water supply shall be insufficient to meet all of the reasonable needs of the members, the Board of Trustees must satisfy all of the needs of all of the members for domestic and livestock purposes before supplying any water for commercial or industrial purposes; and, provided further, that where a member has more than one service line, the Authority may cut off the flow of water to the non-domestic service lines until such time as the supply of water from the system is sufficient to meet the needs of all of the members for domestic, livestock, and garden purposes. During such any periods of shutoff of ~~additional~~ any service lines, there shall be no minimum fee charged to the mMembers having such additional service lines, and the cost, if any, of resuming the flow of water to such ~~additional~~ service lines shall be borne by the Authority.~~

Section 6. The Board of Trustees shall, with the consent of the Farmers Home Administration, so long as it shall either hold any obligations or insure any financing of the system, prior to the beginning of each year, or at such time that unusual circumstances may make necessary, determine the flat minimum monthly rate to be charged each mMember during the following calendar year for a specified period for a specified quantity of water, such flat

minimum monthly rate to be payable irrespective of whether any water is used by a mMember during any ~~month~~ billing period, (2) the amount of additional charges, if any, for additional water which may be supplied the mMembers, (3) and the amount of penalty for late payments, and shall fix the date for the payment of such charges. A mMember to be entitled to the delivery of water shall pay such charges at the office designated by the Authority at or prior to the dates fixed by the Board of Trustees. The failure to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

a. ____-Any amount not paid by the due date will be subject to a ~~penalty~~ late charge of ten percent (10%) of the total amount due, which percent may be changed at the discretion of the Board of Trustees.

b. ____-Any amount not paid within sixty (60) days from the due date will result in the water being shut off from the mMember's property upon two (2) business days' prior written notice, delivered to the user's address as shown on his User without Agreement notice thereof to such delinquent member. Upon payment by the delinquent mMember of past due water charges, penalties thereon, and any reconnection charge, such mMember shall be entitled to resumption of the water supply. During the time of such suspension of water to a mMember, such mMember shall have no vote in the affairs of the Authority, and he shall not be a Member in good standing of the Authority.

Section 7. Each Water User Agreement shall include terms incorporating~~setting forth~~ the foregoing provisions.

ARTICLE XII

Distribution of Surplus Funds

It is not anticipated that there will be any surplus funds or net income to the Authority at the end of the fiscal year after provisions are made for the payment of the expenses of operation and maintenance and the funding of the various reserves for depreciation, debt retirements, and other purposes, including those required by the terms of any borrowing transaction. In the event that there should exist such surplus or net income, they may be placed in an existing or new reserve account to be used for the early retirement of any outstanding indebtedness or used for

the improvement and/or extension of the Authority's facilities as the Board of Trustees may determine to be in the best interest of the Authority and to the extent not otherwise provided for by contractual arrangement. The occurrence in subsequent fiscal years of surplus funds or net income above the requirements of the Authority as above mentioned, including, if any, a reserve for improvements and extension of the facilities, shall be taken into consideration by the Board of Trustees in determining the water rates to be charged to the mMembers.

ARTICLE XIII

Amendments

These By-Laws may be repealed or amended by a majority of the mMembers present in person or represented by absentee ballot at any Annual Meeting of mMembers of the Authority or at any special meeting of the mMembers. So long as any indebtedness is held by or guaranteed by the Farmers Home Administration, the mMembers shall not have the power to change the Bylaws purposes of the Authority so as to decrease its rights and powers under the Ohio Revised Code or to waive any requirement of bond, financing, or other provision of the safety and security of the property and funds of the Authority or its mMembers, or so to amend the By-Laws as to effect a fundamental change in the policies of the Authority without the prior approval of the Farmers Home Administration in writing.

~~REVISION OF THE 1998~~
**Rules and Regulations of the
Jefferson Regional Water Authority**

I. Service Application

(a) Any owner of record (owner of record being those listed on the duly recorded current deed in the Montgomery County Recorder's Office) who has a water line adjacent to or across from Such property supplied with water from the Jefferson Regional Water Authority ("JRWA") and who is in need of having water supplied to such ~~place of occupancy or owner's~~ property may become a ~~customer~~User by signing a water user agreement of Jefferson Regional Water Authority (~~hereinafter referred to as JRWA~~)JRWA and paying the current tap-in and membership fee. Said tap-in fee, including services received thereunder, is not assignable to any other property.

(b) Any non-residential ~~a~~User or persons who jointly own property shall designate an agent with authority who shall sign the water user agreement on such non-residential User's behalf.

(c) No person shall be permitted to become a User~~subscribe~~ if the actual or forecast requirements of existing User~~capacity~~ of the water system will exceed the capacity of the system.~~is exhausted by the needs of its existing customers.~~

(d) JRWA may reject any person(s) ~~when he/she/they is/are~~ who is delinquent in payment of bill(s) incurred for service previously supplied at that or any other location.

II. Initial or Minimum Charges

(a) The minimum monthly rate, as set up in the water rate schedule, will be payable whether or not any water is used by the ~~customer~~User during any month.

(b) The then-current tap-in fee shall be charged for each new meter installation regardless of the number of meters previously installed on a property.

III. JRWA Responsibility

(a) JRWA will use reasonable efforts to install, maintain and operate a main distribution pipeline from the source of water supply, and service lines from the main distribution line to the property line of each customer~~customer~~User at which point, designated as delivery point, meter(s) shall be placed, such meter(s) to be purchased, installed, owned, and maintained by JRWA. The cost of the service line from the main distribution line to the property line of each customer~~customer~~User shall be paid by JRWA. JRWA also will- may purchase and install a cut-off valve in each service line, such valve to be owned and maintained by JRWA. JRWA shall have the sole and exclusive right to use such cut-off valve to turn water on and off.

(b) JRWA ~~does- will~~ not inspect the ~~customer~~User's lines, piping, or plumbing for anything other than cross connections and will not be responsible for such lines, piping, or plumbing. JRWA will inspect and must approve the installation, repair or modification of any service line from the water meter to the User's point of use.

(c) JRWA will refuse service unless the ~~customer~~User's lines, piping, or plumbing are installed in such a manner as to preclude cross connections or backflow.

(d) JRWA shall not be liable for damages of any kind whatsoever resulting from water, ~~or the~~ use of water on, or failure to supply water to, the customer~~customer~~User's premises, unless such damage proximately results directly from negligence on the part of JRWA. JRWA shall not be responsible for any damage done by or resulting from any defects in lines, piping, fixtures, or appliances on the customer~~customer~~User's premises. JRWA shall not be responsible for negligence of third persons or forces beyond control of JRWA resulting in any interruption of service. Nothing in these Rules and Regulations shall waive, restrict, or limit any statutory or common law immunity or privilege applicable to JRWA, all of which shall remain in full force and effect.

(e) Under normal conditions, JRWA will take all reasonable steps to contact its Users of the customer~~customer~~will be notified of any anticipated interruptions of service.

IV. ~~Customer~~User Responsibility

(a) Each ~~eustomer~~User shall be required to dig or have dug a ditch and to purchase, install, and maintain such portion of the service line from the meter pit to the dwelling or other place of use on the premises at the ~~eustomer~~User's own expense. The ~~eustomer~~User shall also install a cut-off valve and check valve at the end of the ~~eustomer~~User's side of the service line. Such service line shall be inspected and approved by JRWA upon any initial installation, repair, or modification.

(b) Piping on the premises of the ~~eustomer~~User must be so installed that the connections are conveniently located with respect to JRWA lines and mains.

(c) If JRWA is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.

(d) The ~~eustomer~~User shall provide a place of metering which is unobstructed and accessible at all times.

(e) No new service line or change in an existing service line may be made which will interfere with an existing service line or the delivery of water ~~therein thereto.~~ Each service line shall connect with the JRWA meter at the nearest available point to the place of desired use by the ~~eustomer~~User, if the water system ~~is~~ shall be of sufficient capacity to permit the delivery of water through a service line installed at such place without interfering with delivery of water through a ~~pre-existing~~prior service line. If such interference will occur at such location, then such service line shall be installed at such place as is designated by JRWA. No service line may be connected to a meter which is not on the same parcel of ~~land~~ property, ~~as~~. The ~~parcel~~ being determined by the legal description on the deed.

(f) The ~~eustomer~~User's lines, piping, and plumbing shall be installed and maintained by the ~~eustomer~~User at the ~~eustomer~~User's expense in a safe and efficient manner and in accordance with JRWA ~~rules and regulations~~ requirements.

(g) The ~~customer~~User shall guarantee proper protection for JRWA's property placed on the ~~customer~~User's premises and shall permit access to it only by JRWA personnel or agents.

(h) No person or persons shall deposit, or cause to be deposited any matter or material into any reservoir, tank; or water pipe, or use the water service of JRWA in such manner as to permit the entry of polluting matter into the water supply of JRWA or any other User.

(i) In the event that any loss or damage to the property of JRWA or any accident or injury to persons or property is caused by or results from User's or User's invitees', licensees', agent's or employee's negligence, or wrongful act or acts or any violation of any duty imposed by the JRWA Bylaws, User Agreement or these Rules or ~~of the customer~~Regulations, the cost of the necessary repairs or replacement and any compensation for damages shall be paid by the ~~customer~~User to JRWA, and any liability otherwise resulting therefrom shall be assumed by the ~~customer~~User.

(j) The amount of such loss, ~~or~~ damage or cost of repairs shall be added to the ~~customer~~User's bill and if not paid, services may be discontinued by JRWA, and JRWA may proceed to obtain a remedy under law.

(k) Water furnished by JRWA may be used only for domestic, agricultural, business, industrial and commercial consumption by the ~~customer~~User, members of the household, employees, and agents. The ~~customer~~User shall not sell or give water to any other person without written approval by JRWA.

(l) JRWA shall deliver to a ~~customer~~User only such water as may be necessary to supply the needs on said property of each ~~customer~~User including family, business, agricultural, industrial, or commercial requirements or other purposes as a ~~customer~~User may require, subject, however, to the provisions of the Bylaws, these Rules and Regulations, the User Agreement, and any other restrictions or conditions imposed by ~~rules, or other regulations of~~ JRWA.

(m) ~~Customer~~Users having boilers and/or pressure vessels receiving a supply from JRWA must have an approved backflow prevention device on the water supply line and a vacuum breaker on the steam line to prevent collapse in case the water supply from JRWA is discontinued or interrupted, with or without notice, for any reason.

(n) A non-residential ~~u~~User shall also be required to install a backflow prevention device.

V. Extensions to Mains and Services

(a) JRWA will supply service for temporary purposes, provided that there is water available in excess of regular actual and forecasted needs, and further provided that JRWA has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance to JRWA the estimated cost of labor and materials for installing and removing such service, less estimated salvage value on removal.

(b) JRWA will construct extensions to its water lines to points within its district, but JRWA shall not be required to make such installations unless the ~~customer~~User pays 40% and JRWA 60% of the total cost of such an extension, subject to approval of FMHA and the availability of JRWA funds. This amount does not include tap-in and membership fee.

(c) JRWA will construct extensions to its water lines to points within its district, as may be requested by developers and/or plat developments, but JRWA shall not be required to make such installations unless the ~~customer~~User pays to JRWA the entire cost of installation.

(d) All such line extensions shall be made under contract signed by JRWA and the person(s) advancing funds for said extensions, but each contract shall be null and void unless approved by the Farmers Home Administration and other governing bodies.

(e) Anyone desiring such an extension may with prior written approval of the Board of Trustees and Farmers Home Administration pay the entire cost of same, construct the extension according to JRWA specifications and after construction transfer ownership to JRWA in exchange for

JRWA installing a meter, maintaining the line, and thereafter supplying water at the then-current rate (as revised or amended from time to time) if said extension passes a JRWA inspection. In the alternative, anyone desiring such an extension may apply to JRWA and enter into any contract mutually agreeable to such person or persons and the Board of Trustees of JRWA and Farmers Home Administration.

(f) The term "public use" shall signify the use or distribution of potable water when applied to the needs of two (2) or more separate ~~customer~~Users, or to two (2) or more properties not of common ownership.

(g) No water supplies for public use shall be constructed or operated within the district of JRWA, except as approved by the Board of Trustees.

~~(h) Restrictions provided herein shall not apply to the development and use of water for industrial purposes by any corporation or business which is specifically exempted by the Board of Trustees.~~

VI. Access to Premises

(a) Duly authorized employees and agents of JRWA shall have access, at all reasonable hours, to the premises of the ~~customer~~User for the purpose of installing, repairing, or removing JRWA property, inspecting piping, reading or testing meters or for any other purposes in connection with JRWA service, property, and facilities. (b) Each ~~customer~~User shall grant, convey, or shall cause to be granted or conveyed to JRWA a permanent easement and right-of-way across any property owned or controlled by the ~~customer~~User wherever said easement and right-of-way is necessary for JRWA's water facilities and lines, so as to be able to furnish the above-referenced services to ~~any~~the ~~customer~~User.

VII. Change of ~~Occupancy~~Ownership

(a) After notification of a change of ~~occupancy~~ownership of property served by JRWA, the meter will be read and a final bill sent with the next regular billing cycle. An attempt at

collection will be made with a previous owner; however, all unpaid bills will be held as a lien against the property and are subject to collection by all means allowable by law.

VIII. Meter Reading-Billing-Collection

~~(a) — Meters will be read and bills rendered monthly, but JRWA reserves the right to vary the dates or length of period covered, temporarily or permanently, if deemed necessary or desirable.~~

~~(b) Bills for water will be figured in accordance with the JRWA published rate schedule and will be based on the amount consumed for a period covered by the meter reading. Except where a change of occupancy has occurred, the minimum bill to such customer for such period shall be equal to the minimum charge for one full month's service.~~

(a) Monthly water bills may be based upon an actual reading of the User's water meter, or, in the sole discretion of the Board of Trustees, may be based upon an estimated usage by an average, similarly-situated User. All User's water meters will be read no less than twice per year, and the resulting monthly bill shall be adjusted for any actual over- or under-payment resulting from any prior estimated usage.

(c) Charge for service commences when the meter is installed, with reasonable time to be allowed for ~~customer~~User to connect to the system, whether water is used or not.

(d) Readings from different meters will not be combined for purposes of billing, whether said meters are for the same or different premises, or the same or different ~~customer~~Users, or for the same or different services.

(e) PaymentBills for water service isare due and payable at the business office or any designated agent on the due date, as noted on the ~~customer~~User's water bill, of each and every month unless the due date falls on a Saturday, Sunday, or legal holiday, in which case payment isthey are due on the next working day.

(f) Any amount not paid by the due date will be subject to a ~~late fee~~ penalty of ten percent (10%) which percent may be changed at the discretion of the Board of Trustees.

(g) Any amount not paid within sixty (60) days from the due date will result in the water being shut off from the member's property upon two business days' prior ~~without notice thereof unless notice delivered to Owner's address set forth in the User Agreement unless a Repayment Agreement has been signed (or, in the alternative, payment in full is received) and all other payment requirements met.~~ Upon the payment by the delinquent member of past due water charges, penalties, thereon, and any reconnection charge, such member shall be entitled to resumption of the water supply.

(h) Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the ~~customer~~ User from responsibility for payment.

(i) All delinquent bills shall be held as a lien against the property served.

(j) A fee will be charged for any returned check, ~~which~~. The fee to will be determined by JRWA and subject to change without notice.

(k) A fee will be charged for a special meter reading for the purpose of checking the meter reading on the bill, if the reading is found not to be in error. The fee is to be determined by JRWA and is subject to change without notice.

l) A fee will be charged for meter testing, if the meter is found to be accurate. The fee to be determined by JRWA and subject to change without notice.

(m) Bills will be sent only to the owner of record for the property serviced. The Owner of record ~~shall be being~~ determined by the current legal title holder as recorded in the office of the Montgomery County Recorder.

(n) Any ~~customer~~User who requests sampling of either JRWA or private well water will be informed of a certified laboratory where he/she/they may take a sample for analysis. If such User wishesthey wish JRWA personnel to take a sample, a fee will be charged. This fee is subject to change without notice.

IX. Suspension of Service

(a) JRWA may discontinue service and remove meter for violation of any provisions of these Rules and Regulations~~rules~~, By-Laws, User Agreement or any other regulation of JRWA. Where the meter is thereafter reinstalled, the ~~customer~~User shall first pay to JRWA all amounts owed to JRWA, including any penalties, fines, or reinstallation charges. Reconnection shall only be done during normal business hours.

(b) Service disconnected for non-payment of bills will be restored only after bills are paid in full (or a repayment agreement is entered into), and the above-referenced charges a service charge is paidare paid for each meter reconnected.

(c) The JRWA reserves the right to limit or discontinue its service without notice for the following additional reasons:

1. Emergency repairs.
2. Insufficient water supply due to circumstances beyond JRWA's control.
3. Consumer's ~~willful disregard of~~breach of JRWA's ~~rules~~ Rules and Regulations, Bylaws, User Agreement and any other regulation or restriction.
4. Directive of public authorities.
5. Strike, riot, fire, flood, accident, or any unavoidable cause.
6. Legal process.
7. To prevent fraud or abuse,

(d) JRWA may permanently refuse service to any ~~customer~~User who tampers with a meter or other measuring device and, in addition, levy a fine, or prosecute under the law.

X. Hydrants

(a) The JRWA is not rated as a fire protection system; however, any fire hydrant in the district is the property of the JRWA and subject to all By-Laws, Rules and Regulations, and policies of the JRWA.

(b) All maintenance shall be performed or approved by JRWA. Cost of said maintenance shall be borne by JRWA, unless other arrangements are made, in writing, by the Board of Trustees, or unless maintenance is required as a result of tampering or damage, in which case every effort will be made to secure compensation from by the responsible party by all means allowable by law.

(c) No person shall, except in time of fire, open or connect to any hydrant of JRWA, nor draw water therefrom, except as approved by JRWA.

(d) No person shall obstruct or in any way prevent or interfere with continuous free access to any hydrant except by written permission of JRWA.

XI. Complaint Adjustments

(a) If a ~~eustomer~~User believes any bill to be in error, the ~~eustomer~~User shall present a claim, in person, in writing (including by email), or by telephone to the office of JRWA before the bill becomes ~~delinquent~~Such delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service or late charge, as heretofore provided. The ~~eustomer~~User may pay such bill under protest and said payment shall not prejudice the claim.

(b) If a seal of a meter is broken by other than JRWA representatives, or if the meter fails to register correctly or is stopped for any cause, the ~~eustomer~~User shall pay an amount estimated from the record of the ~~eustomer~~User's previous bills and/or from other data.

XII. Interference with the Operation of the Water District

(a) No person, agency, corporation, association, public utility, or political subdivision as defined in the Ohio Revised Code, Section 6119.011(b), including, but not limited to municipal corporations, townships, and counties; (1) shall place any harmful or improper construction or obstruction in such a place or position that it interferes with the operation of the JRWA or impedes the flow of water through any part of the water distribution system of the JRWA, or (2) shall make any opening or connection in any distribution pipeline or service pipeline or any line connected to the water distribution system of the JRWA except in accordance with the Rules and Regulations of the JRWA or with the express advance written consent of the Board of Trustees of the JRWA or; (3) shall in any way pollute, contaminate, or ~~unnecessarily~~ waste the water supply.

(b) Any person, political subdivision, or other entity which ~~willfully~~ fails to comply with the Rules and Regulations of the JRWA, JRWA By Laws, or the User Agreement shall be liable for damage or loss directly or indirectly caused by such failure and for the cost of restoring or replacing any property~~construction~~ so damaged or destroyed.

XIII Modification of Rules

(a) No promise, agreement or representation of any employee or agent of JRWA shall be binding upon JRWA except as it shall have been agreed upon in writing, signed and accepted by the Board of Trustees.

(b) No modifications or waivers of rates or any of the Rules and Regulations, By Laws or provisions of a User's Agreement shall be made by any employee or agent of JRWA.

(c) These Rules and Regulations may be modified or amended at any time by the Board of Trustees of the JRWA and shall thereupon be binding upon all ~~customer~~Users and others to whom they apply.

(d) Nothing in these Rules and Regulations shall create any third-party beneficiary status in any person not a User of the JRWA.

XIV. Penalty

(a) Any person violating any provision of these Rules and Regulations shall be liable to a fine not exceeding Five Hundred Dollars (\$500.00) and/or prosecution as provided by law. In addition, any person violating any provision of these Rules and Regulations, By Laws, or provision of a User's Agreement shall be responsible for any loss or damage proximately caused thereby.

**JEFFERSON REGIONAL WATER AUTHORITY
WATER USER'S AGREEMENT**

This agreement, between JEFFERSON REGIONAL WATER AUTHORITY, a public body hereinafter called "JRWA", and, at the undersigned user/s of JRWA hereinafter called the "User":

WITNESSETH

WHEREAS, the User's desires to purchase water from JRWA and to enter into a Water User's Agreement as required by the By-Laws and Rules and Regulations of JRWA, and JRWA desires to supply water to User:-

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 referenced in the Rules and Regulations and By-Laws (which may be amended from time to time), ~~and those hereinafter provided for~~, such quantity of water as the User may desire in connection with his/her/its occupancy or ownership of the following described property:

ADDRESS:

CITY, STATE & ZIP:

The undersigned represents that he is the record owner of such property, or the designated representative of the record owner, with authority to sign this Agreement on such owner's behalf.

The User hereby agrees to give to JRWA, it's 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 and equipment, 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~~, and conditions as shall be determined by JRWA, and agrees to the penalties for non-compliance with the above as set out in the then-current Rules & Regulations. In the event of User's nonpayment, 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 in arrears, all penalties charged against him and the reinstatement 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 addition to any connection tap-in fee established by JRWA, the User agrees to pay 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 is deemed equitable by the governing Board, and may also prescribe a schedule of hours covering the use of water for garden purposes, by particular Users and require adherence thereto or prohibit 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 purposes 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 water lines 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 in arrears, 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's distribution system as set forth above, or desires to withdraw from this Agreement 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/ SevenHundred Dollars (\$300.00 ~~(\$700.00~~ if the User is located in JRWA's southern tertiary area) 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 breacech 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 addition to the foregoing, User agrees to be bound by, and abide by, all conditions, requirements, and restrictions set forth in the JRWA Bylaws, and Rules and Regulations, which documents have been delivered to the undersigned concurrently with this Agreement, and whose contents are expressly incorporated as if fully rewritten herein. User recognizes that JRWA may from time to time amend such Bylaws and Rules and Regulations, and User agrees that such amendments will similarly be incorporated herein.

IN WITNESS WHEREOF, we have hereunto executed this Agreement this _____ day of _____ 2010 , in duplicate of the original.

JEFFERSON REGIONAL WATER AUTHORITY

(SEAL)

BY: _____
President

ATTEST:

By: _____
USER/ S SIGNATURE:

Head of Household

Spouse

RIGHT-OF-WAY EASEMENT

ALL MEN BY THESE PRESENTS, THAT

Hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by the Jefferson Regional Water Authority, hereinafter called the Grantee, the receipt and sufficiency of which it hereby acknowledged does hereby grant, bargain, transfer, and convey to said Grantee, its successors and assigns, a temporary and also a perpetual easement with the right to erect, construct, install, and lay and hereafter use, operate, inspect, repair, maintain, replace, and remove water lines, valves, fittings, meters, and accessories over and across the following land owned by Grantors in the township of _____ Montgomery County, State of Ohio, to-wit:

Together with the right of ingress and egress over Grantor's adjacent lands for the purposes for which the abovementioned rights are granted.

The temporary easement, which is for construction purposes, is to terminate upon the completion of construction, and is limited to twenty (20) feet in width being ten (10) feet on each side of and parallel with the proposed centerline of the water line. The permanent easement hereby granted is limited to twelve (12) feet in width being six (6) feet on each side of and parallel with the centerline of the water laid and constructed across the lands of the within Grantors.

The consideration recited herein shall constitute payment in full for damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The permanent easement herein granted shall exist so long as the easement is used for the purpose of maintaining water lines and/or the Jefferson Regional Water Authority exists as a body politic in future. The Grantors covenant that they are the owners of the above-described lands.

IN WITNESS WHEREOF, the said, _____ who hereby release their respective right and expectancy of dower in said premises have hereunto set their hands this the _____ day of _____

STATE OF OHIO, MONTGOMERY COUNTY, SS:

On this the _____ day of _____, _____, before me a Notary Public in and for said County, personally came _____ and _____, the Grantors in the foregoing easement who acknowledged the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last mentioned above.

Notary Public