

# BATH COUNTY WATER DISTRICT

POST OFFICE BOX 369  
SALT LICK, KENTUCKY 40371  
TELEPHONE: (606) 683-6363

TDD/TTY 1-800-648-6056

October 18, 2006

RECEIVED

OCT 20 2006

PUBLIC SERVICE  
COMMISSION

Public Service Commission  
Ms. Beth O'Donnell, Exec. Director  
P. O. Box 615  
Frankfort, Kentucky 40602-0615

RE: Case No.2006-00388

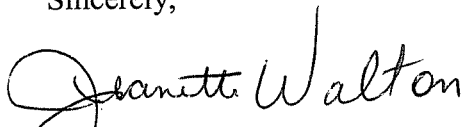
Dear Ms. O'Donnell:

After discussion with your staff members concerning the User Agreement of the District changes have been made as advised in Case No.2006-00388.

Enclosed is the revised User Agreement to replace the original and needs to be filed as a part of the Bath County Water District's Tariff.

Let me thank you and your staff for helping the Water District with this matter. If you need any thing further please let me know.

Sincerely,

  
Jeanette Walton, Manager  
Bath County Water District

Enclosures

PAID CHECK \_\_\_\_\_ ACCOUNT# \_\_\_\_\_  
CASH \_\_\_\_\_  
PLUMBING PERMIT# \_\_\_\_\_ ROAD BORE Y \_\_\_ N \_\_\_  
SS # \_\_\_\_\_ Spouse SS # \_\_\_\_\_

Revised To File  
copy

This Agreement entered into between \_\_\_\_\_  
(User's & Spouse's Name)  
whose address is \_\_\_\_\_ Phone \_\_\_\_\_

Hereinafter called "USER" and the BATH COUNTY WATER DISTRICT hereinafter called "SUPPLIER".

Whereas, the USER desires to purchase water from the SUPPLIER, the USER hereby enters into the water user's agreement as required by the By-laws of the SUPPLIER.

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 SUPPLIER shall furnish, subject to the limitations set out in its By-laws, Rules and Regulations now in force or as hereafter amended, such quantity of water as the USER may desire in connection with the property to be served by this agreement.

The property to be served is a \_\_\_\_\_ located on \_\_\_\_\_.  
(Residence, Mobile, Etc.) (Street, Road, Etc.)

The property is next to \_\_\_\_\_ and \_\_\_\_\_.  
Neighbor Neighbor

The USER shall install and maintain, at his own expense, a service line that shall begin at the meter and extend to the dwelling or place of use. The SUPPLIER will determine the location of the water meter for the property. The SUPPLIER shall purchase and install a cut-off valve and water meter.

The User shall connect his service line to the water distribution system. A FLAT RATE CHARGE TO THE USER WILL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE BY THE SUPPLIER, REGARDLESS OF WHETHER THE USER IS CONNECTED TO THE SYSTEM.

The USER agrees to pay a connection fee of \$400.00 plus a refundable deposit to the SUPPLIER. If the water system is constructed, but the property covered by the agreement is not reached by the SUPPLIER'S water line, the connection fee will be fully refunded to the USER. Construction of water lines to serve the property covered under this agreement depends upon feasibility, availability of funds for construction and approval of all local, state and federal agencies having jurisdiction over this type of facility. THE SUPPLIER DOES NOT GUARANTEE WATER SERVICE WILL BE MADE AVAILABLE TO THE USER.

The USER agrees to comply with be bound by the Articles, By-laws, Rules and Regulations of the SUPPLIER, now in force or as here after duly and legally supplemented, amended or changed. The USER agrees to pay for water at such rates, time and place as shall be determined by the SUPPLIER'S; and agrees to the imposition of such penalties for noncompliance as are now set out in the SUPPLIER'S By-laws, Rules and Regulations, or which have been or here after adopted and imposed by the SUPPLIER.

In the event the USER shall breach this agreement by refusing or failing, without just cause, to connect his service line to SUPPLIER'S distribution system as set forth above, the USER agrees to pay the SUPPLIER a lump sum of FOUR HUNDRED DOLLARS (\$400.) 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 the SUPPLIER, and it would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in the attempt to make a reasonable forecast of the probable actual loss because of the difficulty of estimating with exactness the resulting damages.

The SUPPLIER shall determine the allocation of water to the USER in the event of a water shortage, and may shut off water to the USER if he allows a connection of extension to be made of his service line for the purpose of supplying water to another party. 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 SUPPLIER may prorate the -water available among the various users on such basis as is deemed equitable by the GOVERNING BODY, and if at any time the total water supply shall be insufficient to meet all the needs of all the users, the SUPPLIER must first satisfy all of the needs of the users for domestic purpose 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 that no present or future source of water will be connected to any water lines served by the SUPPLIES'S water lines and will disconnect from his present water supply prior to connection to and switching to the SUPPLIER'S system and shall eliminate present or future cross-connections in his system.

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

1. Nonpayment within ten (10) days from the due date is subject to a penalty of 10% on the delinquent account.
2. Nonpayment within ten (10) days from the date of the final notice will result in the water being shut off from the USER'S property.
3. In the event it becomes necessary for the SUPPLIER to shut off the water from the USER'S property, a fee will be charged for a reconnection of the service.

It is understood and agreed that the SUPPLIER reserves the right to determine the size of service connection to be used to supply water to the USER. A 5/8 by 3/4-inch meter will be used unless the USER contracts for a larger meter. A separate meter must be installed for each residence. A separate contract will be used by trailer park when trailers are not supplied by individual meters.

The USER agrees to grant to the SUPPLIER, its successors and assigns, a perpetual easement in, over, under and upon land owned by the USER, with the right to erect, construct, install and lay, and thereafter, use, 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 said lands.

**IN WITNESS WHEREOF, we have executed this agreement this**

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
(Water User)

\_\_\_\_\_  
(Water User's Spouse)

**ATTEST:**

**BATH COUNTY WATER DISTRICT**  
(Supplier)

\_\_\_\_\_

**BY** \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

PAID CHECK \_\_\_\_\_ ACCOUNT# \_\_\_\_\_  
CASH \_\_\_\_\_  
PLUMBING PERMIT# \_\_\_\_\_ ROAD BORE Y \_\_\_ N \_\_\_  
SS # \_\_\_\_\_ Spouse SS # \_\_\_\_\_

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The property is next to \_\_\_\_\_ and \_\_\_\_\_.  
Neighbor Neighbor

The USER shall install and maintain, at his own expense, a service line that shall begin at the meter and extend to the dwelling or place of use. The SUPPLIER will determine the location of the water meter on the property. The SUPPLIER shall purchase and install a cut-off valve and water meter.

The User shall connect his service line to the water distribution system and shall commence to use water from the system on the date the water is available to him. WATER CHARGES TO THE USER WILL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE BY THE SUPPLIER, REGARDLESS OF WHETHER THE USER IS CONNECTED TO THE SYSTEM.

The USER agrees to pay a connection fee of \$400.00 plus a refundable \$50.00 deposit to the SUPPLIER. If the water system is constructed, but the property covered by the agreement is not reached by the SUPPLIER'S water line, the connection fee will be fully refunded to the USER. Construction of water lines to serve the property covered under this agreement depends upon feasibility, availability of funds for construction and approval of all local, state and federal agencies having jurisdiction over this type of facility. THE SUPPLIER DOES NOT GUARANTEE WATER SERVICE WILL BE MADE AVAILABLE TO THE USER.

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