## NORTH MARSHALL WATER DISTRICT 96 Carroll Rd

Benton, KY 42025 270-527-3208 Fax 270-527-3039

DEPOSIT		
LETTER OF CREDIT		
CURRENT CUSTOMER	,	
PREVIOUS CUSTOMER		

## Service Application For Water

This agreement between the North Marshall Water District, a non-profit water district, organized under the Rules & Regulation of the Commonwealth of Kentucky, Hereinafter called the Supplier and:

NAME:
BILLING ADDRESS:
CITY & STATE:
Hereinafter called the user:

S. L. ADD: PHONE: LOCATION:

WHEREAS, the User desires to purchase domestic, commercial, industrial or farmstead potable water from the Supplier, and to enter into a water user's agreement as required by the Public Service Commission of Kentucky and the Supplier. NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed:

The Supplier shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic purposes as the User may desire in connection with his occupancy of the following described property.

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 User shall install and maintain a personal shut off valve 18 inches from meter on User's service line. The service line shall connect with the distribution system of the Supplier at the nearest place of desired use by the User, provided the Supplier 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 the Supplier, and agrees to the penalties for noncompliance with the above as set out in the current Rules and Regulations.

The Supplier shall tap the main for each service and install a water meter. The water meter shall be placed on the User's property immediately adjacent to his property line at a point agreed upon between the User and the Supplier. The User shall execute an easement to Supplier for the placement of said meter. The Supplier shall maintain ownership of and have exclusive right to use, maintain, repair, replace and remove such cutoff valve and water meter and to turn it on and off.

The Supplier shall have final jurisdiction in any location 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 the needs of all Users, or in the event there is a shortage of water, the Supplier may prorate the water available among the various Users on such a basis as is deemed reasonable and fair by the governing Board of the Supplier, with adjustments in charges thereof. The Board of Commissioners may also prescribe a schedule of hours covering use of water for lawns and gardens and for other high usages not of essential nature, and may require adherence thereto or prohibit the use of water for such purposes; provided that, 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 the needs of all Users domestic and commercial purposes before supplying any water for gardens, lawns and nonessential high usages.

The User agrees to comply with the requirements of the Public Service Commission of Kentucky that no other present or future source of water will be connected to any water lines served by the Supplier's water lines.

The User shall connect his service lines to the Supplier's distribution system at the Supplier's meter, and shall commence to use water from the system on the date that the water is made available to the User by the Supplier, or, if no water is used for a period following such date, shall pay the equivalent of a minimum charge for each month following the date on which the Supplier installs the User's meter, or on which this agreement is signed, whichever is later. Water charges to the User shall commence on the date that the service is made available.

User agrees to be bound by the Rules & Regulations of the Supplier. The failure of a User to pay water charges duly imposed shall result in the automatic imposition of the approved penalties and termination procedures.

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

IN WITNESS WHEREOF, we have hereunto executed this Agreement, SUPPLIER: North Marshall Water District

SUPPLIER: North Marshall Wate

96 Carroll Rd Benton, KY 42025

(SEAL) ATTEST: USER: BY Jerry Miller BOARD CHAIRMAN

NOTARY PUBLIC

CANCELLED

November 15, 2020

KENTUCKY PUBLIC SERVICE COMMISSION **KENTUCKY**PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN EXECUTIVE DIRECTOR

TARIFF BRANCH

EFFECTIVE

10/29/2015

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)