

**Please don't run your water line until the meter has been set due to the presence of underground utilities, rock or existing water lines.

NEW SERVICE CONTRACT *Connections shall be made.

CANCELLED
KENTUCKY PUBLIC SERVICE COMMISSION

THIS CONTRACT, made and entered into this March 1, 2018 day of _____, _____, whose address is _____, party/parties of the first part, and THE NORTH NELSON WATER DISTRICT, P.O. Box 25, Coxs Creek, Nelson County, Kentucky 40013, party of the second part,

WITNESSETH:

That for and in consideration of the mutual covenants and agreements of the parties hereto, and herein contained, they agree as follows:

1. The party/parties of the first part hereby agree to connect to the proposed water works system of the North Nelson Water District. The Tap on Fee of the proposed system is \$ _____, and the required deposit is \$ _____. First party/parties further agree to pay a monthly water rate based upon the amount of water used. Second party's monthly rates shall be approved by the Public Service Commission.
2. First party/parties agree to purchase water from second party, and second party agrees to furnish water to first party/parties. First party/parties further agree to pay a monthly water rate based upon the amount of water used, and said rate shall be approved by the Kentucky Public Service Commission.
3. The first party/parties rights hereunder are subject to such further rules and regulations as the party of the second part may prescribe. Second party may terminate service to any customer failing to pay a water bill when thirty (30) days past due or for violating the organization's regulations.
4. First party/parties understand that they are to pay their net water bills on or before the tenth (10th) of each month, and that a ten (10%) per cent late charge will be added for all bills not paid by the tenth of each month. It is further understood that late payments may not be reflected in the billing, and failure to receive bills will not avoid payment on the part of first party/parties. It is further agreed that all past due bills are subject to collection and for trip fee charges paid in full before service is restored, in the event the service is terminated due to failure to pay water bill within thirty days past due, or for other violations of second party's regulations. It is further understood that first party/parties shall be required to pay all charges incurred by second party for collection of past due bills, including court costs and attorney fees, and also first party/parties shall pay a reasonable, approved reconnection fee in the event service has been terminated for lack of payment.
5. First party/parties further agree to grant, bargain, sell, transfer and convey unto second party, its successors or assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove a water line over, across and through the lands of first party/parties situated in Nelson County, Kentucky, and further to grant unto second party the right of ingress and egress for these purposes over first party/parties property.
6. It is further understood and agreed that maintenance of the water line from the meter to first party/parties residence or other building served by the water line, shall be the sole responsibility of first party/parties.
7. It is understood that when first party/parties request that water service begin for the benefit of first party/parties, they must have all valves or fixtures turned off, and second party is not responsible for water damage caused by open valves or fixtures.
8. First party/parties agree that no other present or future source of water will be connected to any water line served by the District's lines and will disconnect from their present water supply prior to connecting to and switching to the District's system, and shall eliminate their present or future cross connections in their system.
9. First party/parties agree to comply with and be bound by the articles, by-laws, rules and regulations of the District, now in force, or as hereafter duly and legally supplemented, amended or changed.
10. It is further understood and agreed that party of the second part reserves the right to determine the size of service connection to be used to supply water to the _____ first part. A 5/8 inch by 3/4 inch meter will be used unless the party/parties _____

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part contracts for a larger meter. A separate meter must be installed for each residence. The second party shall be responsible for placing and maintaining the water line up to and including the meter.

11. In consideration of second party supplying water service to first party/parties, second party is hereby released from any damages to the land of first party/parties, their heirs and assigns, by reason of the installation, operation, and maintenance of the water line described herein.

12. Second party makes the following suggestions for service line from meter to residence or place of business:

(1) The service line should be at least 30 inches in depth. The first 6 inches of backfill should be minus rock.

(2) 3/4 inch service line should be at least 160 PSI.

(3) Cut off valve should be installed for use in case of a leak in the line.

(4) A check valve or an approved backflow prevention device should be installed to prevent backflow. This will prevent the water heater element from burning out in case of a leak or shut off on the District's line.

(5) Copper or PVC fittings should be used when connecting to the meter or valve.

IN TESTIMONY WHEREOF, witness the signatures of first and second parties hereunto subscribed the day and date first above written.

NORTH NELSON WATER DISTRICT

Social Security # _____

BY: _____

Signature: _____

Phone # _____



STATE OF KENTUCKY
COUNTY OF NELSON

The foregoing instrument was acknowledged before me this _____ day of _____, BY _____ and _____, first party/parties.

NOTARY PUBLIC, State of Ky. at Large
My Commission Expires: _____

STATE OF KENTUCKY
COUNTY OF NELSON

The foregoing instrument was acknowledged before me this _____ day of _____, BY _____ North Nelson Water District, second party. _____ of the _____

NOTARY PUBLIC, State of Ky. at Large
My Commission Expires: _____

