

CANCELLED

March 1, 2018

**KENTUCKY PUBLIC
SERVICE COMMISSION**

EXISTING SERVICE CONTRACT

This contract, made and entered into this _____ day of _____,
between _____ 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. 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.

2. 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.

3. 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 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. First party/parties agree to pay a deposit of \$ _____, as of the date of the signing of this contract.

TARIFF BRANCH
RECEIVED
4/5/2016
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

CANCELLED

March 1, 2018

**KENTUCKY PUBLIC
SERVICE COMMISSION**

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

Copy Drivers License _____

NORTH NELSON WATER DISTRICT

Sign _____

Phone # _____ Cell# _____ BY: _____

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 _____ of the North Nelson Water District, second party.

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

TARIFF BRANCH
RECEIVED
4/5/2016
PUBLIC SERVICE
COMMISSION
OF KENTUCKY