

**CANCELLED**  
September 18, 2015  
**KENTUCKY PUBLIC SERVICE COMMISSION**

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE WUA-0481  
REV 4.98  
JUL 04 1998

**WATER USER AGREEMENT**  
STANDARD METER SERVICE  
PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY: Stephan O. Bell  
SECRETARY OF THE COMMISSION

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ between

\_\_\_\_\_ herein called "CUSTOMER", and JESSAMINE-SOUTH ELKHORN WATER DISTRICT, herein called "DISTRICT";

WITNESSETH:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, small garden and other uses, but not including, among other prohibited uses, fire protection services and crop irrigation, and swimming pool and pond filling; and

WHEREAS, since the customer desires to purchase water services from the DISTRICT, the CUSTOMER hereby enters into this water user's agreement as required by the Rates, Rules and Regulations of the DISTRICT.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set out, subject to the Rates, Rules and Regulations of the DISTRICT and of the Kentucky Public Service Commission, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitations set out in its Rates, Rules and Regulations, as regularly filed with the Kentucky Public Service Commission, of Kentucky now in force or as hereafter amended, water service to the CUSTOMER in connection with the property to be served by this agreement.

The property to be served is a \_\_\_\_\_  
(Farm, Residence, Business, etc.)

located at \_\_\_\_\_  
(Address)

The CUSTOMER understands and fully agrees that the meter installed under this Agreement shall service only one (1) source (i.e., residence, commercial building, barn) and separate user agreements and meters shall be required for each additional source use located on CUSTOMER'S premises.

The CUSTOMER agrees to pay a tap-on fee of \$ \_\_\_\_\_ to the DISTRICT. Upon payment of said fee, DISTRICT agrees to install a standard size (5/8" X 3/4") meter service at or near CUSTOMER's property line, subject to the distance limitations as contained in the DISTRICT'S Rates, Rules and Regulations, and to connect CUSTOMER'S meter to the DISTRICT'S distribution main.

The CUSTOMER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon the subject property owned by the CUSTOMER, with the right to erect, construct, install and lay, and thereafter use, inspect, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the CUSTOMER for the purposes of ingress to and egress from the said lands.

This Agreement constitutes the entire contract between the parties hereto superseding and canceling all prior discussions, understandings and contracts, and this Agreement shall not be changed or supplemented unless done in a writing signed by both parties hereto.

This agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

\_\_\_\_\_ JESSAMINE-SOUTH ELKHORN WATER DISTRICT  
CUSTOMER (PRINT NAME)

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BILLING ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ZIP \_\_\_\_\_

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PHONE: ( ) \_\_\_\_\_

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