



**CANCELLED**

July 9, 2018

**KENTUCKY PUBLIC SERVICE COMMISSION**

**MOUNTAIN WATER DISTRICT  
WATER USER AGREEMENT**

**DRIVERS LIC No:** \_\_\_\_\_ **CELL PHONE:** \_\_\_\_\_  
**OWN:** \_\_\_\_\_ **HOME PHONE:** \_\_\_\_\_  
**RENT:** \_\_\_\_\_ **SS No:** \_\_\_\_\_  
**E-MAIL:** \_\_\_\_\_ **ACCOUNT No:** \_\_\_\_\_

This Agreement entered into between \_\_\_\_\_  
whose mailing address is \_\_\_\_\_  
hereinafter called "USER", and the Mountain Water District, P.O. Box 3157, Pikeville, KY  
41502, hereinafter called "SUPPLIER".

WHEREAS, the USER desired to purchase water from the SUPPLIER, the USER hereby  
enter into this water user's agreement as required by the Rules and Regulations of the  
SUPPLIER, as applicable.

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 Bylaws, 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 water agreement.

The property to be served is a \_\_\_\_\_  
located on \_\_\_\_\_

Property owned by, mailing address, and phone number \_\_\_\_\_

The User agrees to comply with and be bound by the Articles, Bylaws, Rules and  
Regulations of the SUPPLIER, now in force or as hereafter duly and legally supplemented,  
amended or changed. The USER understands and fully agrees that the SUPPLIER, in no way  
guarantees or implies that the system is adequate for fire protection.

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 in he/she allows a connection or extension to  
be made of his/her 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 this users for 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 SUPPLIER'S water lines and will disconnect from his/her present water  
supply prior to connecting to and switching to the SUPPLIER'S system and shall eliminate  
present or future cross-connections in his/her system.

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 inch by 3/4 inch meter will be  
used unless the USER contacts for a larger meter. A separate meter must be installed for each  
residence. A separate contract will be used by mobile home parks when mobile homes are not  
supplied by individual meters.

IN WITNESS WHEREOF, We have executed this agreement this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_.

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

BY: \_\_\_\_\_  
Mountain Water District  
Representative

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

TARIFF BRANCH  
**RECEIVED**  
8/19/2015  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY