

CANCELLED

April 6, 2020

**KENTUCKY PUBLIC
SERVICE COMMISSION**

Water User Agreement

This agreement entered between _____,
whose address is _____,
hereinafter called "user" and the South Hopkins Water District, Hopkins County, KY,
hereinafter called "supplier".

Whereas, the **User** desires to purchase water from the **Supplier**, the **User** hereby enters
this water user's agreement as required by the Bylaws of the **Supplier**.

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 the **User**
may desire in connection with the property to be served by this agreement. The property
to be served is a _____ located on _____.
(residence, mobile home) (street, road, etc.)

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 location of the water meter on
the property will be determined by the **Supplier**. The **Supplier** shall purchase and install
a cutoff valve and a water meter. The **Supplier** shall have exclusive right to use such
cutoff valve and water meter.

The **User** agrees to pay a connection fee of _____ and a meter deposit of
_____ to the **Supplier**.

The **User** agrees to comply with and be bound by the Articles, Bylaws, Rules and Regul-
ations of the **Supplier**, now in force or as hereafter duly and legally supplemented,
amended or changed. The **User** agrees to pay for water at such rates, time and place as
shall be determined by the **Supplier**, and agrees to the imposition of such penalties for
noncompliances as set out in the **Supplier's** Bylaws, Rules and Regulations, or which
have been or hereafter be adopted and imposed by the **Supplier**.

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 present water
supply prior to connection to and switching to the **Supplier's** system and shall eliminate
present or future cross connections in his 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 meter will be
used unless the **User** contracts for a larger meter. A separate meter must be installed for
each residence.

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** if he allows a c
made of his service line for the purpose of supplying water to

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
PURSUANT TO 807 KAR 5:011
SECTION 9(1)**

By Stephanie Dumb
Executive Director

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. If at any time the total supply of water should be insufficient to meet the needs of all users, the domestic needs of humanity shall be supplied before the (1) watering of lawns, plants, and gardens and (2) watering of livestock.

The failure of the **User** to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment within ten days from the due date will be subject to a penalty of ten percent of the delinquent account.
2. Nonpayment within thirty days from the due date will result in the water being shut off from the **User's** property.
3. In the event it becomes necessary for the **Supplier** to shut off the water from the **User's** property, a fee of \$50.00 will be charged for a reconnection of the service.

The **User** agrees to grant to the **Supplier**, its successors and assign a perpetual easement in, over, under and upon land owned by the **User**, with the right to erect, construct, install and lay, and thereafter use inspect, repair, maintain, replace, and remove water pipeline and appurtenant facilities used to provide water service to the **User's** property, together with the right to utilize adjoining lands belonging to the **User** for the purpose of ingress to and egress from the said lands.

In WITNESS WHEREOF, We have executed this agreement this ____ day of _____, 20_____.

WITNESS:

(WATER USER)

(USER'S SPOUSE)

CANCELLED

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**KENTUCKY PUBLIC
SERVICE COMMISSION**

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2/1/2008
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SECTION 9 (1).**

The South Hopkins Water District is an Equal Opportunity p: does not discriminate against any person based upon race, se: any other prohibited basis.

By Stephanie Dumb
Executive Director