

CONTRACT FOR WATER SERVICES

THIS CONTRACT made and entered into this _____ day of _____, 19____.

CANCELLED

between _____ whose address is _____

May 5, 2016

_____, party of the FIRST PART, and

ALLEN COUNTY WATER DISTRICT _____, KENTUCKY, Party of the

(Municipality, ~~KENTUCKY PUBLIC~~ Association)

SECOND PART: **SERVICE COMMISSION**

WITNESSETH THAT for and in consideration of the effort of the party of the SECOND PART, to secure financing of the construction of this project, and in consideration of the other users signing similar Contracts, the party or parties of the FIRST PART hereby agree to connect to the Waterworks System.

The party of the FIRST PART hereby agrees to connect to the proposed Waterworks System of the party of the SECOND PART. The tap on fee of the proposed system is \$ _____ An advance deposit of \$ _____ is required at time of signing contract.

PUBLIC SERVICE COMMISSION
EFFECTIVE

The party of the FIRST PART will pay on demand \$ _____

The Monthly Water Rates will be reasonable and, if a Water District or Association, approved by the Public Service Commission.

AUG 1 1990
PURSUANT TO 807 KAR 8-001
SECTION 9 (1)

It is understood and agreed that the party of the SECOND PART reserves the right to determine the size of service connection to be used to supply water to the party of the FIRST PART. A 3/4x5/8 Meter will be used unless the party of the FIRST PART contracts for a larger meter. A separate meter must be installed for each residence.

A separate contract will be required for trailer parks.

It is understood and agreed that at such time as the System is constructed, the party of the FIRST PART agrees to connect to said System, but in the event the party of the FIRST PART refuses to so connect he will pay the minimum monthly water bill prescribed by the organization when due, The party of the FIRST PART, failing to connect, shall be liable for his connection fee and if, thereafter, party of the FIRST PART desires to connect to said system, the party of the FIRST PART shall be obliged to pay again the full connection charge as then stipulated by the party of the SECOND PART and any and all amounts previously billed. THE FIRST PART agrees not to resell or give away water purchased hereunder. If the system is constructed, but the property is not reached by the organization's line, any payment, less initial deposit, shall be fully refunded.

THE FIRST PART'S rights hereunder are subject to such further rules and regulations as the party of the SECOND PART may prescribe. The Organization may terminate service to any customer failing to pay a water bill when thirty (30) days past due or for violating the organizations regulations.

WATER SERVICE CONTRACT

Deposits to insure payments of monthly water bills and penalties on delinquent water accounts shall be as the party of the SECOND PART may hereafter prescribe.

The Party of the FIRST PART agrees to permit the organization to lay, maintain, repair, remove and disconnect a service line and meter, and read meters at a point on customer's property to be designated by the organization for each signed connection with right of ingress and egress for these purposes over customer's property, and to grant an easement for installation of water lines where required. Prior to connecting to water source of the ACWD or anytime there after.

The party of the FIRST PART agrees to install and maintain at his own expense a service line which shall begin at the water main and extend to the dwelling or place of business and other portion of his premises.

The failure of the party of the FIRST PART to pay water charges duly imposed, shall result in the automatic imposition of the following penalties:

- A. Non-payment within ten days from the due date will be subject to a penalty of ten per cent of the delinquent account.
- B. Non-payment within thirty days from the due date will result in the water being shut off from the party of the FIRST PART'S property.
- C. In the event that it becomes necessary for the party of the SECOND PART to shut off the water, a fee of \$ 50.00 will be charged for reconnection of the service. The party of the FIRST PART will also be required to pay all delinquent accounts and pay the minimum water bill for the time the meter was disconnected, unless otherwise agreed to in writing.

CANCELLED

May 5, 2016

KENTUCKY PUBLIC SERVICE COMMISSION

-ALLEN-COUNTY WATER DISTRICT
(A BODY CORPORATE)

BY _____

TITLE _____