Account #

This Agreement entered into between

KENTUCKY PUBLIC SERVICE COMMISSION

Big Sandy Water District Water User's Agreement

whose address is:

party of the

FIRST PART, and the Big Sandy Water District, 18211 State Route 3, Catlettsburg KY; party of the SECOND PART.

June 1, 2023

Whereas, the party of the FIRST PART desires to purchase water from the party of the SECOND PART, the party of the FIRST PART enters into this Water User's Agreement as required by the Bylaws of the party of the SECOND PART.

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 party of the SECOND PART shall furnish subject to the limitations set out in its Bylaws and Rules and Regulations now in force or as hereafter amended, such quantity of water as the party of the FIRST PART may desire in connection with property to be served by this Agreement the property to be served is a RESIDENCE MOBILE HOME. ETC. OR

The party of the FIRST PART shall install and maintain at its own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The party of the FIRST PART shall also install a shutoff valve and a pressure reducing valve (PRV). An 18 AWG copper tracer wire is required to be installed with any new water service line, Per KY State Plumbing Code, by the Party of the FIRST PART. The location of the water meter will be determined in accordance with Public Service Commission Rules and Regulations. The party of the SECOND PART will consult the party of the FIRST PART as to the most practical location of the meter. The party of the SECOND PART shall purchase and install a cutoff valve and a water meter. The party of the SECOND PART shall have exclusive rights to use such cutoff valve and meter.

The party of the FIRST PART shall connect his service lines to the water distribution system and shall commence to use water from the system on the date the water is available to the party of the FIRST PART. WATER CHARGES TO THE PARTY OF THE FIRST PART WILL COMMENCE ON THE DAT SERVICE IS MADE AVAILABLE BY THE PARTY OF THE SECOND PART. REGARDLESS OF WHETHER THE PARTY OF THE FIRST PART IS CONNECTED TO THE SYSTEM.

The party of the FIRST PART agrees to pay a tap fee of \$. A security deposit of \$ is required at the time of signing. Connect fee \$ if applicable. The party of the First Part will pay on demand \$ If the water system is constructed, but if the property covered by this Agreement is not reached by the party of the SECOND PART'S water line, the connection fee will be fully refunded to the party of the FIRST PART. Construction of the water lines to service the property covered under this Agreement depends upon feasibility, availability of funds for construction and approval of all local, State and Federal agencies having jurisdiction over this type of facility. THE PARTY OF THE SECOND PART DOES NOT GUARANTEE WATER SERVICE TO THE PARTY OF THE FIRST PART.

A deposit of \$50.00 is to insure payment of monthly water bills and penalties on delinquent water accounts.

The party of the FIRST PART agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the party of the SECOND PART now in force or as hereafter duly and legally supplemented, amended, or changed. The party of the FIRST PART agrees to pay for water at such rates, time and place as shall be determined by the party of the SECOND PART, and agrees to the imposition of such penalties for noncompliance as are now set out in the party of the SECOND PART'S Bylaws and Rules and Regulations, or which have been or hereafter be adopted and imposed by the party of the SECOND PART.

The party of the SECOND PART shall determine the allocation of water to the party of the FIRST PART in the event of a wate shortage; and may shut off water to the party of the FIRST PART if he allows a connection or extension by the service line for the purpose of supplying water to another party. In the event the total water supply shares in the loss of the second of the the users, or in the event there is a shortage of water, the party of the SECOND PART may pro-rateindav@teBrielWelle among the various users on such basis as is deemed equitable by the GOVERNING BODY, and if at any time **TREGUTING Supply** shall be insufficient to meet all of the needs of all the users, the party of the SECOND PART m or /ic and domestic purposes before supplying any water for livestock purposes and must satisfy a

livestock purposes before supplying any water for garden purposes.

6. Andwell

The party of the FIRST PART agrees that no present or future source of water will be connected to approve by the party of the SECOND PART'S water lines and will disconnect from his present water supply prior to connecting to and switching to the party of the SECOND PART'S system and shall eliminate their present and future cross-connections in his system. PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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:

- 1. Nonpayment by due date will be subject to a penalty of ten percent (10%) of the delinquent account.
- 2. Nonpayment within forty days from the due date will result in the water being shut off from the party of the FIRST PART'S property.
- 3. In the event it becomes necessary for the party of the SECOND PART to shut off the water from the party of the FIRST PART'S property, a fee of \$30.00 will be charged for reconnection of the service.

It is understood and agreed that the party of the SECOND PART reserves the right to determine the size of the service connection to be used to supply water to the party of the FIRST PART. A 5/8" x 3/4" 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.

The party of the FIRST PART agrees to grant to the party of the SECOND PART, its successors and assigns, a perpetual easement in, over, under, and upon land owned by the party of the FIRST PART with the right to erect, construct, install, and lay, and therefore use, operate, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the party of the SECOND PART for the purpose of ingress to and egress from said lands.

In and the second second second france is a second	when it the impact of the impa	1	20
In witness where of we have exec	uted this Agreement this	dav of	. 20 .

Owner: Renter: Phone Number: Alternate Phone:	CANCELLED	
Email Address: Neighbor: Billing Address:	June 1, 2023	
County: Big Sandy Water District is an Equal Service Provider	KENTUCKY PUBLIC SERVICE COMMISSION	
WITNESS:		
	Water User (Party of the First Part)	

Water User (Party of the First Part)

Revised 12/17/2021

KENTUCKY PUBLIC SERVICE COMMISSION Linda C. Bridwell Executive Director ar and Hide G. Andwell EFFECTIVE

12/23/2021 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Big Sandy Water is an Equal Opportunity Provider and