

CANCELLED

AGREEMENT FOR MULTI-FAMILY DEVELOPMENT

January 12, 2026

MASTER METER

This agreement, dated this _____ day of _____, 20____ between **KENTUCKY PUBLIC SERVICE COMMISSION** _____ and McCreary County Water District, P.O. Box 488, Whitley City, Kentucky 42653, (“the District”) (collectively “the Parties”);

WITNESSETH:

WHEREAS, the District operates a central water system in McCreary County, Kentucky for domestic, livestock, lawn, garden and other uses;

WHEREAS, Applicant has undertaken to establish a Multi-Family Development for rental of housing units within the District’s territory and desires that water service be provided to such development;

WHEREAS, Applicant requests service through a non-standard size meter;

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

1. The District shall furnish, subject to the limitations set out in its Rules and Regulations and its rate schedules filed with the Public Service Commission of Kentucky now in force or as hereafter duly and legally supplemented, amended, or changed, water service to Applicant in connection with the property to be served by this agreement. The property to be served is located at _____ and shall be served though a _____-inch meter, which shall be located at a point adjacent to the property, and which the District shall install upon Applicant’s payment of \$_____ and Applicant’s conveyance of legal title to all lines and appurtenances between the District’s mains and the water meter.

2. Applicant shall take the necessary actions to obtain the approval of the appropriate governmental agencies, to include the Kentucky Department of Public Health and Department of Building and Construction, for the special connection and, if applicable, a plan showing the location and size of the proposed pipelines and appurtenances, as well as any cross-connections.

3. Applicant shall install the proposed pipelines and appurtenances in accordance with the approved plans and specifications from the Applicant’s premises to the District’s meter and shall pay all costs of materials and installation of the proposed lines that may be necessary to tie into the District’s meter.

4. Applicant agrees to pay to the District a service connection fee for the installation of the District’s meter. This fee is for one service connection only. Any additional service connection for Applicant’s property must be separately c

KENTUCKY PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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5. Applicant agrees to pay a deposit as required by the District's Rules and Regulations. This deposit is refundable after one (1) year if Applicant has established a satisfactory payment history or upon termination of service and payment of all accounts owed. The District retains the right to require a deposit after refunding the original deposit, if Applicant fails to maintain a satisfactory payment record.

6. Applicant agrees to comply with and be bound by the District's Rules and Regulations, now in force or as hereafter duly and legally supplemented, amended, or changed. Applicant agrees to pay for water at such rates, time and place as shall be determined by the District and agrees to the imposition of such penalties for noncompliance as are now set out in the District's Rules and Regulations, or which the District has or hereafter adopts and imposes.

7. Applicant acknowledges that under the monthly charge for service shall be the greater of (a) the number of housing units multiplied by the minimum water charge per unit (based on the District's standard service meter minimum charge), or (b) the amount billed for average unit use (determined by dividing the total usage by the number of housing units) multiplied by the total number of housing units in the multi-unit facility

8. Applicant agrees to grant to the District, its successors and assigns, a perpetual easement in, over, under and upon real property owned by Applicant, with the right to erect construct, install and law, and thereafter use, inspect, maintain, replace and remove water lines and appurtenant facilities, together with the right to utilize adjoining real property belonging to Applicant for the purpose of ingress to and egress from those lands.

9. Applicant acknowledges that Applicant's failure to water charges duly imposed will result in the following consequences: (a) Nonpayment after the due date of the original bill will result in a penalty of **10 percent** of the delinquent amount; (b) Nonpayment within twenty (20) days from the mailing date of the original bill may result in termination of service; and (c) A **termination fee of \$12.50** and a **reconnection fee of \$12.50** will be assessed if service is terminated for non-payment.

10. Applicant acknowledges that a single bill for water service will be issued monthly to Applicant. Applicant has sole responsibility for payment of all charges for service associated with the meter, including all water provided through the meter.

11. Applicant agrees that no present or future source of water will be connected to any water lines served by the District's water lines and will disconnect from Applicant's present water supply prior to connecting to and switching to the District's system and will eliminate present or future cross-contamination.

12. Applicant acknowledges that Applicant is responsible for accurately identifying and marking all underground facilities on Applicant's property owned by the Applicant and that Applicant is responsible for all damages resulting from Applicant's failure to do so and releases and indemnifies the District from any claims for damages resulting from Applicant's failure to accurately identify and mark such facilities.

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APPLICANT:

MCCREARY COUNTY WATER DISTRICT:

Signature

Signature

Print Name

Title

WITNESS:

WITNESS:

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