

CANCELLED

January 12, 2026

This agreement, dated this _____ day of _____, 20____ between
KENTUCKY PUBLIC SERVICE COMMISSION

**WATER USER AGREEMENT
STANDARD METER SERVICE**

_____ (“Customer”), whose mailing address is _____, 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, Customer desires to purchase water services from the District, Customer hereby enters into this water user’s agreement as required by the Rules and Regulations of the District;

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 Customer in connection with the property to be served by this agreement. The property to be served is a _____ located at _____.

2. Customer understands and agrees that no more than one residence, including mobile homes, or business may connect to one water meter. If multiple buildings are built on the same property, each building must have its own water meter.

3. Customer agrees to **pay a meter connection fee of \$800.00** to the District. Upon payment of this fee, the District agrees to connect to its distribution main and install a standard size (5/8-inch x 3/4-inch) meter service at or near Customer’s property line, subject to distance limitations set forth the District’s Rules and Regulations. Customer shall connect Customer’s service line to the District’s water distribution system and commence to use water from that system on the date water is made available to customer. The District’s charges to Customer will commence upon the date that water service is made available.

4. Customer understands and agrees that Customer must furnish and lay the necessary pipe to make the connection from the point of service to the point of usage and be financially responsible for all costs associated with the installation and maintenance of Customer’s service line plumbing, including a shut-off valve, one-way check valve, and pressure reducing valve installed on Customer’s property beginning at the outlet side of the water meter.

5. Customer agrees that: the service line must be laid at a sufficient depth (_____ inches) to prevent freezing during the coldest weather normally experienced in this area.

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are not intended for use during freezing weather and are actually drained during such periods, that the installation and maintenance of the water service line must be in accordance with the District's Rules and Regulations and the regulations of the Kentucky Department for Public Health and that the service line shall be kept in good repair at all times.

6. Customer acknowledges and agrees that evidence of a plumbing permit from the appropriate regulatory agency must be presented to the District before service will be established.

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

8. Customer 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 Customer's present water supply prior to connecting to and switching to the District's system and will eliminate present or future cross-contamination.

9. Customer agrees to pay a deposit as required by the District's Rules and Regulations. This deposit is refundable after one (1) year if Customer has established a satisfactory payment history or upon termination of service and payment of all accounts owed.

10. Customer 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. Customer 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.

11. Customer acknowledges that Customer'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.

12. Customer agrees to grant to the District, its successors and assigns, a perpetual easement in, over, under and upon real property owned by Customer, 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 Customer for the purpose of ingress to and egress from those lands.

13. This Agreement constitutes all terms and understandings of the Parties regarding the provision of water service to the property previously identified in this Agreement.

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[Reserved]

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14.

CUSTOMER:

MCCREARY
DISTRICT:

COUNTY

WATER

Signature

Signature

Print Name

Title

WITNESS:

WITNESS:

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