

WESTERN ROCKCASTLE WATER ASSOCIATION

**P.O. BOX 627
MT. VERNON, KY. 40456
606-256-8283**

WATER USER AGREEMENT

CANCELLED

April 10, 2026

**KENTUCKY PUBLIC
SERVICE COMMISSION**

This agreement entered into between the Western Rockcastle Water Association, Inc; a nonprofit corporation, members of the Association, hereinafter called "Members".

WITNESS, WHEREAS, the Member desires to purchase water from the Association and to enter into a water user agreement as required by the Bylaws of the Association.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereby as follows:

The Association 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 Member may desire in connection with Member's occupancy of the following described.

The Member agrees to grant to the Association, its successor and assigns, a perpetual easement, in, over, under and upon the above described land, with the right to erect, construct, install, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the Member for the purpose of ingress to and egress from the above described lands.

The Member shall install and maintain at his / her own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the association at the nearest place of desired use by the Member, provided the Association has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

No voting rights shall incur to the benefit of any Member until the Member becomes a user and is paying a monthly water bill.

The Member agrees to comply with and be bound by the Articles, Bylaws, Rules, and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Member also agrees to pay for water as such rates, times, and place as shall be determined by the Association, and agrees to the imposition of such penalties for noncompliance as are now set out in the Association's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

The Member agrees to pay a nonrefundable connection charge in the amount of \$700.00 in addition to a deposit in the amount of \$63.00. In the event of service to the Member being terminated, either voluntarily by the Member, or by the Association for cause, the deposit shall be held and applied by the Association to any unpaid balance the owing on the Member's account. Should the account be fully paid at the time of termination of service to the Member, the Association within a reasonable time shall refund the deposit thereafter.

The Association shall purchase and install a cutoff valve and may also include a water meter in each service. The Association shall have exclusive rights to use such cutoff valve and water meter.

The Association shall have final authority in any question of location of any service line connection to its distribution system; shall determine the allocation of water to Members in the event of a water shortage; and may shut off water to a Member who allows a connection of extension to be made to his service line for the purpose of supplying water to another user. In the event that the total water supply

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shall be insufficient to meet all of the needs of the Members, or in the event of a water shortage the Association may prorate the water available by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Members and require adherence there to prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs of all the Members, for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs for all Members for both domestic and livestock purposes before supplying any water for garden purposes.

The Member agrees that no other present or future source of water will be connected to any waterlines served by the association's waterlines and will disconnect from his/her present water supply prior to connecting to and switching to the Association's system.

The Member shall connect his service lines to the Association's distribution system and shall commence to use water from the system on the date the water is made available to the Member of the Association. Water charges to the Member shall commence on the date service is made available, regardless of whether the Member connects to the system.

In the event that the Member shall breach his contract by refusing or failing, without just cause, to connect his service line to the Association's distribution system as set forth above, the Member agrees to pay the Association a lump sum of \$700.00 (seven hundred dollars) as liquidated damages. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the Member is either of the respects set forth above would cause serious and substantial damages to the Association, and it would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty in estimating with exactness the resulting damages.

The failure of a Member (customer) 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 (10%) of the delinquent account.
2. Nonpayment within thirty days from the due date will result in the water being shut off from the Member's property.
3. In the event it becomes necessary for the Association to shut off the water from a Member's property, a fee of \$60.00 will be charged for a reconnection of the service. In addition to the \$60.00 connect fee, once a meter is pulled from the Member's property, the Member must pay the total amount due on his/her account before the service can be reconnected.

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

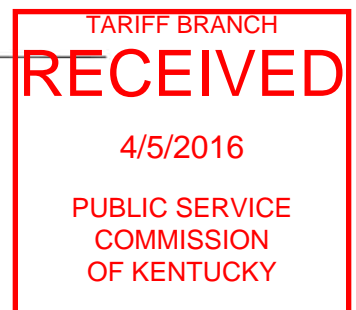
Western Rockcastle Water Association

(Seal)



Member

Member



Welcome to :

WESTERN ROCKCASTLE WATER ASSOCIATION

P.O. BOX 627 MT.VERNON KY, 40456

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JUL 2 2015

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____ NEW SERVICE -----\$700.00
 ____ DEPOSIT-----\$63.00 (REFUNDED AFTER 18 MONTHS IF BILL IS PD EACH MONTH, INCLUDING FINAL BILL)
 ____ RE-CONNECT FEE-----\$60.00
 ____ CONNECT FEE ----- \$45.00

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- Non-payment after the 20th of the month is subject to a penalty of 10 % of that current months bill. Late fees may not be adjusted off due to late payment for any reason.
- Non-payment within 30 (thirty) days from the due date will result on service disconnection.
- In the event of disconnection a fee of \$60.00 plus the total amount of your bill up through the current meter reading is required in order to turn your service back on.
- Western Rockcastle Water Association may disconnect service as approved by the Public Service Commission.
- I will be responsible for paying this account if I, or the tenant, moves away or does not pay the account as agreed.

SIGNATURE

DATE

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