


Morgan County Water District
Water User Agreement

CANCELLED

May 13, 2022

**KENTUCKY PUBLIC
SERVICE COMMISSION**

This Agreement entered into between _____
(User's Name)

Whose address is _____.

Hereinafter called "USER" and the Morgan County Water District, West Liberty, Kentucky, hereinafter called "SUPPLIER".

Whereas, the USER desires to purchase water from the SUPPLIER, the USER hereby enters into this Water USER'S Agreement as required by the bylaws of the SUPPLIER, as applicable.

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 SUPPLIER shall furnish, subject to the limitations set out in its bylaws, rules and regulations now in force or as hereafter amended, such quantity of water as the USER may desire in connection with the property to be served by this Agreement. Located on _____
(street, road, etc.)

The USER shall install and maintain, at his own expense, a service line that shall begin at the meter and extend to the dwelling or place of use. The SUPPLIER will determine the location of the water meter on the property. The SUPPLIER shall purchase and install a cutoff valve and water meter. The SUPPLIER shall have exclusive right to use such cutoff and water meter.

The USER shall connect his service line to the water distribution system and shall commence to use water from the system on the date the water is available to him. Water charges to the USER will commence on the date service is made available by the SUPPLIER, regardless of whether the USER is connected to the system.

The USER agrees to pay a connection fee of \$1,450.00 to the SUPPLIER. Pursuant to the Rules and Regulations of the SUPPLIER, the USER may be required to place \$100.00 on deposit with the SUPPLIER. If the water system is constructed, but the property covered by this Agreement is not reached by the SUPPLIER'S water line the connection fee and deposit if applicable, will be fully refunded to the USER. An advance deposit of \$375.00 will be required within 90 days after this Agreement is signed and the balance will be paid to the SUPPLIER on demand. Construction of water lines to serve 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 SUPPLIER does not guarantee water service will be made available to the USER.

The USER agrees to comply with and be bound by the articles, bylaws, and Rules and Regulations of the SUPPLIER, now in force or as hereafter duly and legally implemented, amended or changed. The USER agrees to pay for water at such rates, time and place as shall be determined by the SUPPLIER, and agrees to the imposition of such penalties for noncompliance as are now set out in the SUPPLIER'S bylaws, Rules and Regulations, or which have been or hereafter is adopted by the SUPPLIER.

The SUPPLIER shall determine the allocation of water to the USER in the event of a water shortage, and may shut off water to the USER if he allows a connection or extension to be made of his service line for the purpose of supplying water to another party. In the event the total water supply shall be insufficient to meet all of the USER'S requirements, or in the event there is a shortage of water, the SUPPLIER may prorate the water available among all the USERS, on such basis as is deemed equitable by the governing body. If at any time the total water supply shall be insufficient to meet all the USERS',

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



EFFECTIVE

5/11/2020

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

the SUPPLIER must first satisfy all of the needs of all the USERS for domestic purposes before supplying any water for livestock purposes and/or before supplying any water for garden purposes.

The USER agrees that no present or future source of water will be connected to any water lines served by the SUPPLIER'S water lines and will disconnect from his present water supply prior to connecting to and switching to the SUPPLIER'S system and shall eliminate present or future cross-connections in his system.

The failure of the USER to pay water charges only imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment after the due date will be subject to a penalty of 10% percent of the delinquent account.
2. Nonpayment within thirty days from the due date will result in the water being shut off from the USER'S property.
3. In the event it becomes necessary for the SUPPLIER to shut off the water from the USER'S property, a fee of \$45.00 will be charged for a reconnection of service.

It is understood and agreed that the SUPPLIER reserves the right to determine the size of service connection to be used to supply water to the USER. A 5/8-inch by 3/4-inch meter will be used unless the USER contracts for a larger meter. A separate meter must be installed for each residence. Mobile home parks will use a separate contract when individual meters do not supply mobile homes.

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

In witness whereof, we have executed this Agreement this _____ day of _____, 20____.

WITNESS:



ATTEST:

_____ (Water User)

_____ (Water User's Spouse)

_____ (User's Phone Number)

MORGAN COUNTY WATER DISTRICT, Supplier

By: _____

Title: _____

(Check One Only-Voluntary)

- Asian Asian-American or Pacific Islander
- Hispanic
- North American, Indian or Alaskan Native
- White (Not Hispanic)
- Black (Not Hispanic)

Office Use Only

Date of Service Trip Fee and Receipt: _____

Date of Tap-On-Fee and Receipt: _____

Date of Deposit and Receipt: _____

Date of Meter Setting# _____ / Lat. #: _____



Morgan County Water District is an Equal Opportunity Employer