

Green-Taylor Water District

WATER USER AGREEMENT

THIS AGREEMENT made and entered into this the ____ day of _____, 20____, by and

between, _____

of, _____

(Phone No. _____) hereinafter called USER (Whether one or more), and the GREEN-TAYLOR WATER DISTRICT of Industrial Park Road, Greensburg, KY, hereinafter called DISRICT.

WITNESSETH, THAT WHEREAS the User desires to purchase water from the District, and

WHERAS, this Agreement is required by the District's By-Laws.

NOW THEREFORE, for and in consideration of the following mutual covenants, promises and conditions set out below, the parties hereto hereby agree as follows:

1. The District shall, it waterline mains are made available to the User, furnish to the User such quantities of water as the User may desire in connection with the property to be served by this Agreement which property is described as follows:

Address: _____

Road: _____

Name of Adjacent Landowners: _____

2. The District shall furnish water to the User by and through one of the following means (check & fill in as applies):
 - A If there is an existing water main or if the bids for a new water main have been advertised for, then the District shall install a _____ inch meter at a location chosen by the District, for which the User hereby pays a meter connection fee of \$ _____ to the District.
 - B If there is an existing meter already in place for use by the User, then the District shall put said meter into operation for User, for which the User hereby pays a fee of \$ 100.00 to the District as a meter deposit, which fee shall be refunded to User upon termination of service and payment of User's final bill.
 - C If this User Agreement is being executed by reason of a new waterline expansion project of the District for prospective use by the User, and when a waterline main is made available to the User, then the District shall install a _____ inch meter at a location chosen by the District, for which the User hereby pays a meter connection fee to the District.
3. The District 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. A separate contract will be used by trailer parks when trailers are not supplied by individual meters.
4. The User shall, and does hereby, grant to the District, 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 adjoining lands belonging to the User for the purpose of ingress and egress from the said lands.
5. THE METER CONNECTION FEES AND DEPOSITS SET OUT ABOVE ARE NON-REFUNDABLE, except for good cause shown in the sole discretion of the District. However, if the District is unable to provide water service to the User by reason of no waterline mains being laid adjacent to User's property then the deposit set out above, plus interest, shall be refunded to the User within a reasonable time after it is determined that water service cannot be made available.

Construction of water lines to serve the property covered under this agreement depends upon feasibility, availability of funds for construction and approval by all local, state and federal agencies having jurisdiction over same. IF WATER LINES DO NOT ALREADY EXIST, THE DISTRICT DOES NOT GUARANTEE WATER SERVICE WILL BE MADE AVAILABLE TO THE USER.
6. The User shall be responsible for installing and maintaining at his own expense a service line which shall begin at Meter connection and extend to his place of water use. The User shall install its own valve outside the meter box on the User's side of the meter.
7. No present or future source of water available to the User will be connected to any water lines served by the District's water lines and the User will disconnect from his present water supply prior to connecting to and switching to the District's system and shall eliminate present or future cross-connection in his system. In addition, the User shall not sell or give away any water purchased by him from the District.

8. The User shall connect his service line to the District Water meter and shall commence to use water from the system on the date the water is made available to him. WATER CHARGES TO THE USER WILL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE BY THE DISTRICT, REGARDLESS OF WHETHER THE USER IS CONNECTED TO THE SYSTEM OR WHETHER HE ACTUALLY USES ANY WATER.
9. It shall be the duty of the User to read his own meter on the date the bill is received every month and submit same to the District for billing purposes not later than the 15th day of the month. Failure of the User to submit a meter reading by the due date will result in an estimated meter reading being imposed by the District. If a reading is not received for 3 consecutive months, the meter will be read by the Water District personnel and said reading will be used for billing. There will be a \$16.80 service charge each time the meter is read by District personnel because of no reading being submitted by the User.
10. The User shall pay District for water purchased according to the rates set by the Kentucky Public Service Commission, which payments shall be due not later than the 10th of the month following the month of water usage. The failure of the User to pay water charges duly imposed shall result in automatic imposition of the following penalties:
 - A Nonpayment by the 15th day of the month following the month of water usage is subject to a penalty of 10% on the delinquent account per month or any part of a month the bill remains unpaid.
 - B Nonpayment by the 21st day of the month following the month of water usage will result in the water being disconnected from the User's property.
 - C In the event it becomes necessary for the District to disconnect water usage , a fee of \$16.80 will be charged for a reconnection of service.
11. The District shall determine the allocation of water to the User in the event of a water shortage. In the event the total water supply shall be insufficient to meet all of the needs of the Users, or in the event there is a shortage of water, the District may prorate the water available among the various Users on such basis as is deemed equitable by the District, and if at any time water supply shall be insufficient to meet all the needs of all the users, the District must first satisfy all of the needs of all of the Users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs for both domestic and livestock purposes before supplying any water for garden purposes.
12. The User shall comply with and be bound by the Articles, By-Laws, Rules and Regulations of the District, now in force or as hereafter duly and legally supplemented, amended or changed. The User shall 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 By-Laws, Rules and Regulations, or which have been or hereafter might be adopted by the District.
13. If the User defaults in the performance of any of his duties and obligations herein, or should he breach any of the provisions and conditions of this agreement, the District may disconnect water service to the User. If a disconnection has been made by reason of the above, the User shall pay to the District a reconnection fee of \$16.80 prior to reconnection of water service by the District.
14. The User shall be liable to District for any and all damage suffered by the District as a result of User's actions and of the actions of his agents, employees and anyone else under his control.
15. This contract shall be binding upon and insure to the benefit of the parties and their respective heirs, administrators, successors and assigns. *

WITNESS the signature of the parties hereto the day and year first above written.

Witness: _____

Water User: _____

ATTEST: _____

Water User: _____

GREEN-TAYLOR WATER DISTRICT

By: _____
Chairman

Green-Taylor Water District is an Equal Opportunity Provider and Employer
Complaints of discrimination should be sent to:
USDA, Director, Office of Civil Rights, Washington, D.C. 20240-9410