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CITY OF GREENSBURG

WATER USER AGREEMENT

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

Whose address is _____
hereinafter called **USER** and the **City of Greensburg Water Works, 110 West Court Street, Greensburg, KY 42743**, hereinafter called **SUPPLIER**,

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

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 stated, such quantity of water as the **USER** may desire in connection with the property to be served by this Agreement. The property to

be served is a _____
(Residence, Mobile Home, Etc.)

located on _____
(Street, Road, Etc.)

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

Water charges to the **USER** shall commence on the date that service is made available by the **SUPPLIER**, regardless of whether the **USER** is connected to the system.

The **USER** agrees to comply with and be bound by the articles, bylaws, rules and regulations of the **SUPPLIER**, now in force or as hereafter duly and legally supplemented, 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 in the **SUPPLIER'S** bylaws, rules and regulations, or which have been or hereafter be adopted and imposed 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 needs of the USERS, or in the event there is a shortage of water, the SUPPLIER may prorate the water available among the various USERS on such basis as is deemed equitable by the governing body, and if at any time the total water supply shall be insufficient to meet all the needs of the USERS, the SUPPLIER must first satisfy all of the needs of all of the USERS for domestic purposes before supplying any water for livestock purposes before supplying any water for garden or yard watering 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 to the USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

- 1) Nonpayment by the 20th of each month, which is the due date, shall be subject to a penalty of 10 percent of the delinquent amount.
- 2) Nonpayment after the 27th of the month shall 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 \$40.00 (an additional \$35.00 after business hours) shall be charged for the reconnection of the 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. (see fee schedule for pricing of meter size) A separate meter must be installed for each residence, business, or other facility.

The USER agrees to grant the SUPPLIER, its successors and assigns, a permanent easement in, over, under and upon land owned by the USER, for 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 to and egress from the said lands.

If the SUPPLIER has incurred any obligations for engineering, legal assistance, or other charges, the USER must bear the burden of these costs regardless of whether the USER acquires the service or not.

Social Security or Driver's License # _____

Phone # _____

Previous Address: _____

Have you ever had water service in the City before? _____

If Yes, when? _____ where? _____

PHOTO IDENTIFICATION OF AT LEAST ONE APPLICANT IS REQUIRED.

\$100.00 METER FEE IS REQUIRED. (NON-REFUNDABLE)

I/We, the USER agree that the above information is correct. I/We realize that this information will be used to collect payment on outstanding bills. By signing below, I/we certify that all the information above is correct and understand the statement above and agree to remit payment of all "bills" due to Greensburg Water and Sewer. I/we the undersigned have executed this agreement and received a copy of the rate schedule, this ____ day of _____ 20__.

(Water User)

(Attest)

(Water User)

**City of Greensburg Water Works
(Supplier)**

(Attest)

By: _____

(Title)

*****The City of Greensburg, in compliance with Title VI, does not discriminate against persons on the basis race, color, or creed. *****



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City of Greensburg Water and Wastewater Fee Schedule 2/1/2008 - Revised

<u>Service Description</u>	<u>Amount</u>
Utility Service Activation Fee (Non Refundable)	\$100.00
5/8 to 3/4 inch water tap	\$250.00 plus cost of material and labor.
1" water tap	\$350.00 plus cost of material and labor.
1 ½" water tap	\$500.00 plus cost of material and labor.
2" water tap	\$800.00 plus cost of material and labor.
6" water tap	\$1,050.00 plus cost of material and labor.
Sewer Tap	\$400.00 plus cost of material and labor.

<u>Service and Reconnection Fees</u>	<u>Amount</u>
Cut Off and Reconnection Fee for Non-Payment (Additional \$35.00 applied after business hours)	\$40.00
Emergency Cut Off and Reconnection Fee (Additional \$35.00 applied after business hours)	\$20.00
Additional Meter Reading Request Fee (Following Conditions will apply – Each utility customer will be allowed one free request per year and the fee will not be assessed if an error is found.)	\$10.00
Meter Tampering Fee - (Due to unauthorized tampering and / or damage)	\$50.00 plus cost of labor and materials
Sewer Tap Reconstruction Fee - (Only to be connected to a PVC service line to the structure that has been inspected and approved)	Cost of material and labor not to exceed \$1,000.