

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, 105 West Hodgenville Avenue, Greensburg, KY 41301**, 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 25th 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 \$20.00 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. 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.

In witness whereof, we the undersigned have executed this agreement this ____ day of _____ 20____.

(Water User)

(Attest)

(Water User)

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

(Attest)

By: _____

(Title)

Social Security or Driver's License # _____

Phone # _____

Previous Address: _____

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