

ACCOUNT # _____

METER SET \$ _____

DEPOSIT \$ _____

SEWER \$ _____

WORK ORDER # _____

OTHER \$ _____

DATE SET _____

ID # (SS or DL) _____

CONTRACT FOR WATER SERVICES
Including Sewer Services and Garbage Collection

THIS CONTRACT is made this _____ day of _____, 20____, by and between

_____ whose mailing address is _____

_____ and the address and locale of the property to be served

with water and/or sanitary sewer service is _____,

hereinafter referred to as the USER/CUSTOMER/PROPERTY OWNER and the CITY OF

TAYLORSVILLE, TAYLORSVILLE, KENTUCKY, 40071, hereinafter referred to as

the CITY.

Note: the term "water service" in this contract may be defined as, the physical water meter and all associated material and/or the act of providing water to the outlet port of the meter for the benefit of the Property Owner or the premises thereof. (associated material does not include PRV's, check valves and/or any component that extends beyond and including the physical connection of the outlet port of the water service)

WITNESSETH:

THAT for and in consideration of the CUSTOMER receiving water and/or sanitary sewer service from the CITY, it is hereby agreed as follows:

1. The City is to provide the personnel and material, for which the Customer shall pay, to install a water service line between the existing main line nearest to the property of the Customer to a point designated by the Customer and agreed to by the City and for the installation of a water meter on the property to be served, if such a line is needed. *(If a water line is not adjacent to or across from the road right-of-way of said property, a private water service easement maybe required, in which case the meter service shall be installed at or near the existing water main. Customer shall obtain all easements required and install private service from outlet side of meter to premises.)*

2. The City will install a water meter/service at the designated point on the property to be served for which Customer shall pay to the City, in advance, the sum of \$_____.
_____, **plus, an additional \$_____.** _____ **refundable deposit** for the installation and activation of said water service. The Customer agrees to connect to the water meter (within a reasonable time period) by installing and maintaining, at their expense, a service line extending from the outlet port of water service to the point of intended use on the Customer's premises. In the event the Customer request the City to "turn on" the service, the Customer shall pay the most current **service charge** amount. Furthermore, the Customer agrees to pay a sewer impact fee if such City sanitary sewer is available, as noted under Sanitary Sewer Service in this contract.
3. On all residential accounts (*refer to residential accounts in water policy*), upon the installation of the water meter/service, the Customer agrees to pay the minimum monthly water bill assessed by the City for the size meter, whether the minimum amount of water is used or not. *Furthermore, any Customer having sanitary sewer provided by the City agrees to pay a minimum monthly sewer bill assessed by the City, whether the services are utilized or not. The sewer fees are considered as part of the water bill.* All above services accounts (water, sewer) shall be considered active upon the completion of the water service/meter installation. ---any sewer services provided outside the City limits shall be approved by the Commission.
4. The City *reserves* the right to determine the size of the water service connection and meter size. All water services larger than 5/8" x 3/4" may require justification of need.
5. There shall be separate water and/or sewer service for each residence and services are to be utilized for that property only, and the Customer agrees not to resell or give away the water without the written permission of the City.
6. The Customer agrees to pay by the _____ of the month the total water bill & all other associated fees (*as mentioned in paragraph 3*) and any taxes that may apply. The failure of the Customer to pay the bill when due may result in the following:
 - a. a 10% late fee shall be added to the delinquent service account each month the account is delinquent,
 - b. termination of water service may occur 10 days after original due date as a result of non-payment. (*Cut-off date may vary from month to month*)
 - c. in the event service has been terminated a "turn on" fee may result
7. The Customer agrees to allow the City to lay, maintain, install, repair, replace, inspect, read the water meter or disconnect the Customer's water service and/or remove the entire water service at any point on the property on which the water service is located. The City is granted the right to ingress & egress to perform such duties described above, and the Customer agrees to provide the City with an easement for said property in accordance therein.

8. The Customer agrees to allow the City to maintain, install, repair, replace and inspect any sewer infrastructure that may be located on the Customer's property. The City is granted the right to ingress & egress to perform such duties described above, and the Customer agrees to provide the City with an easement for said property in accordance therein.
9. In the event sanitary sewer is available, customer shall connect to the existing collection sewer main at a point designated by the City. **A cleanout shall be installed at the property line;** in addition, the sewer drain line shall be installed in accordance with the most current plumbing codes of the Commonwealth of Kentucky and the City Sewer Use Ordinance. All cost shall be the responsibility of the Customer. *(In the event that said property does not border the sewer main easement and/or road right-of-way in which a collection sewer main is located, customer shall attain an easement from any relevant parties to install private sewer drain line).*
10. The Customer/signee shall provide the City with the desired elevation of meter vault; if not, the meter vault will be installed at the existing ground, road or sidewalk level at time of installation. If the desired elevation is not provided at time of installation and it is determined the meter vault requires adjustment, the customer shall bare all cost of any adjustments as so deemed. *The City reserves the right to install water service at a difference location if deemed necessary.*
11. The customer is to install and maintain, at their expense, **a service line which shall begin at the outlet port, including the connection to the water service,** to the point of intended use by the Customer on said property to be served, and the Customer is responsible for the "leaks" occurring in said line on the "Customer side of the meter". Customer agrees not to install service line prior to the setting of the meter/water service. The City may install a tailpiece to the outlet side of meter as a courtesy to the customer but shall not be responsible for leaks or material quality of tailpiece; customer may choose to utilize a different material of **better quality**.
12. In the event the City terminates water service to the Customer because of delinquent water and/or sewer charges or any other associated fees, the Customer agrees to pay the most current "service restoration fee" at time of termination of services plus the delinquent bill and any other fees associated with the account. Service Restoration Fee may change without notice.
13. The water service shall be removed and disconnected from the water main, if the City determines that the meter/water service has been vandalized, tampered with, altered or an attempt to attain water service illegally. Before the water service shall resumed the Customer acknowledges and agrees to pay **"the most current meter set installation cost"** for the reinstalling of the water service, the delinquent amount and any other charges assessed to the account and shall correct the problem relating to the termination of service.

14. Water and other services may be disconnected by the City upon a ten-day written notice for failure of the customer to comply with any terms and conditions of this contract or for violation of any terms of the most current ***City of Taylorsville Water Policy and/or Sewer Use Ordinance or laws of the Commonwealth of Kentucky*** that may relate to the Property Owner receiving water and other services (*water, sewer & garbage, but not limited to*) from the City in regard to said services.
15. The Customer agrees to pay to the City for the installation of water service lines from the nearest available main to the site of the meter installation. The City agrees to provide personnel and materials necessary to install the water service line between the existing main line nearest to the property of the Customer and the point designated by the Customer for the installation of a water service. The City reserves the right to relocate water service location due to unforeseen circumstances. *(In the event that said property does not border the water main easement and/or road right-of-way in which a water main is located, customer shall attain an easement from all relevant parties to install private water service line. Water meter/service will be installed and located at or near the water main easement and/or road right-of-way).*
16. If for any reason it is discovered a property can not be served water after a water contract is signed or if the water service must be brought to the property from a different direction than first agreed upon, the City will not be held responsible for the time delays or extra expense. Customer agrees to pay any cost difference, or the City will refund money and the contract will become null and void.
17. The signee of this contract shall be responsible for payment of services rendered in addition to any water, sewer and/or garbage fees if applicable. In the event the signee is acting on behalf of the property owner and/or user of such services, a notarized signed agreement or Power of Attorney between both the Property Owner and User. The representative shall be provided to the City of Taylorsville said agreement prior to any services rendered.
18. A surcharge fee shall be charged to the Property Owner on all water service accounts in relationship to Phase installed water lines (exception: Phase 4), the surcharge shall remain with the property in which it is assigned to, therefore, in the event, if the property is sold, the surcharge fee follows the property in which the new Property Owner is responsible. The surcharge fee shall remain in effect until the City determines the surcharge is no longer required and must be paid monthly. In the event, the water service becomes inactive; the surcharges shall remain active and must be paid monthly. In the event the surcharges are not paid in full:
 - a. water services shall be discontinued or
 - b. the entire water service may be removed from the water main, if such action is taken, Property Owner shall pay the most current "meter set" rate for the resetting of the water service (meter set), in addition to all delinquent charges assessed to the account. The water service may be denied in the event such property is sold, as surcharges are assigned to the property.

19. In the event, the Property Owner of any parcel of land, any residence or any other facility having water and/or sewer services provided by the City of Taylorsville; which may lease, rent or convey the use of such property to an individual or individuals shall be responsible for all fees, surcharges, cost of damages and any unpaid bills created by tenant, occupant, leaseholder or any other individual that may or may not have used the water service *and*

in the event, that such fees, surcharges, cost of damages and any unpaid bills are not paid in full, the City of Taylorsville reserves the right to deny future water service to the Property Owner and any other individual that may request water service of such property as stated *and*

in the event, fees, cost of damages, surcharges and any unpaid bills transfers to bad debt, the City of Taylorsville reserves the right to place a lien on such property until all bad debt is paid in full.

SANITARY SEWER SERVICE:

Sanitary Sewer Service: in the event sanitary sewer service is provided; customer agrees to install a drain from the building to the existing main sanitary sewer collection line and to maintain in a manner to prevent inflow and infiltration to enter the line and to allow waste to flow freely according to **Commonwealth of Kentucky Plumbing Codes and the City of Taylorsville most recent Sewer Use Ordinance** accordingly. In the event of a clogged private sewer drain, it is the responsibility of the customer to clean, clear and/or dislodge any debris from said drain line extending from the building structure to the main sewer line. It is the responsibility of the customer to make all connections and repairs as required. **Note: customer shall install a backflow prevention device on private drain and must be accessible for maintenance at all times.**

The customer must be located within the City limits unless other arrangements are made prior to services rendered. The customer shall pay an impact fee of \$ _____. ____ to connect to the sanitary sewer line and to receive sewer service. Impact fees may vary and are as stated in the most current Rate Ordinance. The monthly sewer charges shall be based on water usage unless otherwise specified.

Water and sewer services are considered active upon the installation of the water meter service, unless otherwise stated differently or agreed upon before services are rendered. Service fees shall be as stated in the most current Rate Ordinance unless otherwise specified.

SOLID WASTE SERVICES:

Garbage pickup fees shall not be applied on any water & sewer service accounts located within the city limits of the City of Taylorsville for new construction, until occupancy has occurred. Occupancy is defined as: structure or portion of the structure is used, or having the intent to use, for shelter or support of persons, business, animals or property. In the event, the structure or building has been occupied and the occupant has vacated the premises and the water service remains active, all other services will remain active (sewer & garbage).

Furthermore, on all new construction and/or reconstruction in the City of Taylorsville city limits a dumpster shall be provide as a means of disposal of trash/garbage and all waste construction material. Per KY Title 401 KAR 63:005 provides information of limitations for burning of any construction material or building waste of any kind.

Upon occupancy monthly garbage collection fees shall be stated on the water bill and be paid accordingly if applicable. Apartment complexes and Business developments are required to provide dumpster/s for solid waste collection for its occupants as required by law and Ordinance #382 Appendix F.

All water policies and/or the Sewer Use Ordinance and other policies are not included in this contract, although a copy of the remaining information may be requested or found on the City of Taylorsville website at: cityoftaylorsville.com

The City recommends the customer to install a check valve and expansion tank to prevent back siphon and pressure build up. *(To better serve all customers and protect the water system, the City reserves the right to require the customer to install a check valve as deemed necessary).*

The City also recommends a plumber check the pressure at meter before connecting to the house. It is *recommended* a pressure-reducing valve (PRV) to be installed for pressure exceeding 100 psi. It is the responsibility of the Customer to install pressure-reducing valves on their side of the water service if the pressure is found to be too high. (see City Installed PRV option)

The City shall not be responsible for any damages caused by pressure or back siphoning.

The Customer herein agrees to any and all rules or regulations prescribed by the Federal, State, City and local plumbing codes.

In the event the customer shall breach said contract by refusing or failing, without just cause, to connect to the water service (meter) in a reasonable time set forth, the customer agrees to pay the City liquidated damages in addition to any and all legal fees the City may incur. Furthermore, the City reserves the right to eliminate all water services rendered (may include the removable of service from water main) in the event of non-payment of fees set forth and/or theft of services.

The Customer or contractor/sub-contractor of the Customer shall hold harmless and indemnify the City of Taylorsville, its agents, servants and employees in regard to any claims, demands, judgments, damages, losses and/or expenses, including Attorney's fees and costs, against the City of Taylorsville as a result of the Customer or contractor/sub-contractor, agents, servants and/or employees of the Customer arising directly or indirectly out of this agreement.

This contract shall be considered as a binding agreement of all parties and shall not be construed to alleviate any responsibilities of said parties. All or any part of this contract may be amended and shall be of the City of Taylorsville Commissions' approval. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

Witness my (our) hand this _____ day of _____, 20____.

CUSTOMER SIGNATURE

CUSTOMER SIGNATURE

Witness

I, the Customer have read and understand the following statements via initialing.

My actual deeded property (not an easement) has a water main through it or fronts a road where the water main is located adjacent to the road. There are not any other property owners between the water main and myself (exception: dedicated road right-of-way).

If a water meter is to be installed on another property other than mine due to the fact that a water main is not located adjacent to my property, I agree to obtain an easement at my expense. Furthermore, water service (meter) shall be set within the water main easement and customer shall install private service line to the point of intended use.

I have read and understand the terms of this contract.

I received a flag to mark locality of preferred meter set location.

I have received my welcome letter.

Customer: _____ Witnessed by: _____ Date: _____

CITY OF TAYLORSVILLE
WATERWORKS
CUSTOMER FORM

Account # _____

Customer Name: _____ Date in _____

Phone # _____ Cust Type _____ (Res, Apts, Comm)

Cycle # _____ (Cycle 1 or 2)

Address Tab:

Street address _____

Billing address _____

Comments Tab:

_____ To print on cut off list also list in #3

Other Tab:

Driver's License _____ S S Number _____

Work Phone _____ Fax/Cell _____

E-mail _____

Service tab:

Service type Water _____ Sewer _____ Trash _____

Rate _____ (Number 1 - 99: See drop button) Ex: 11 Spencer Res

Penalty _____ (unclick if applies)

Local tax _____ (if applies make 01 Utility tax)

State tax _____ (unclick if applies)

Surcharge _____ (unclick if applies)

Reading tab:
(Detail)

Meter Reading _____ If new do Add Meter

Final Reading _____ Date _____

Deposit tab:

Amount _____ Refundable amount _____

Date _____ Receipt #: _____

Service tab:

Double click on the service for Meter # _____

Handheld tab:

Reading method _____ (Manuel or Radio)

Internal Transponder _____ (Meter #)

Location Ds _____ (MXU #)

CITY OF TAYLORSVILLE
WATER & SEWER DEPARTMENT

WATER & SEWER SERVICE AGREEMENT

This is an agreement entered into this the _____ day of _____, 2_____, by and between the City of Taylorsville (Water Dept.), hereinafter referred to as the "City" and _____, hereinafter referred to as the "Customer and/or Owner". This agreement shall be deemed as a binding contract between the City and the Customer/Owner.

I, _____, request the City to furnish water and/or sewer service to said address and hence agrees to receive service and pay in full for services rendered in accordance with the City's standard rules and rates, as filed per Ordinance.

Upon the request for water service, the Customer assumes full responsibility for water services rendered and accepts ownership of *water service metered*. In the event that the Owner of said *water service meter* chooses to lease/rent establishment, the Owner shall remain responsible for any unpaid fees created by lessee/renter. If water service is discontinued for non-payment, all fees must be paid in full before water service shall resume.

Disclaimer: The City shall not be responsible for any portion of the customer's service (the beginning at the outlet port of meter including connection).

Customer's Name: _____

S.S.# _____

Spouse's Name: _____

S.S.# _____

Service Address: _____

Account No:# _____

Amt Rec'd _____

Customer Signature _____

City Representative _____