

CONTRACT FOR LOWERING OR MOVING WATER METER SERVICE

This Contract made and entered into this 2nd day of Oct 2019, between
Sp. Co Bel of Ed, whose mailing address is 207 W Main
St. 40071, Party of the First Part, and the City Of
Taylorsville, Kentucky, Part y of the Second Part.

Witnesseth:

That for and in consideration of the mutual promises of the parties and other good and valuable consideration, the parties hereto do agree as follows:

1. The Party of the Second Part agrees to provide personnel and material necessary to lower or move the water meter service to the point designated by the Party of the First Part located on the property of the Party of the First Part from the existing main line.
2. The Party of the First Part agrees to pay for the lowering or moving of the water meter service.

Witness the hands and seals of the parties the day first above written.

#600. to relocate
meter

#125. PRV

[Signature]
Party of First Part (Customer)

CITY OF TAYLORSVILLE
Party of Second Part

By [Signature]

Address of service

520 Taylors-
ville Rd.

Customer's acct # 01-18800-01

Irrigation
Meter

Will be for
Greenhouse

Revised December 5, 2017

Atkeltic

1" meter

Building

ACCOUNT # 01-18650-001

SUPPLEMENTAL \$ _____

WORK ORDER # _____

DATE SET _____

METER SET \$ 2100.00

SEWER \$ 3000.00 waived per HC

OTHER \$ _____

ID # (SS or DL) _____

CONTRACT FOR WATER SERVICES
Including Sewer Services and Garbage Collection

THIS CONTRACT is made this 2nd day of Oct, 2019, by and between
Spencer Co. Bd. whose mailing address is 207 W. Main
St. 40071 and the address and locale of the property to be served
with water and/or sanitary sewer service is 520 Taylorsville Rd.
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 an easement is required, meter service shall be installed at or in water main easement. 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 \$ 2100.00, plus, an additional \$ _____ refundable deposit for the installation and activation of said water service. The Customer agrees to connect to the water meter 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 a \$ 30.00 service charge. 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 and garbage pickup services provided by the City agrees to pay monthly, the minimum sewer & garbage service fees whether the services are utilized or not, these fees apply to what is considered as City customers/residents. All above services (water, sewer and garbage) shall be considered as an active account upon the completion of the water service/meter installation. Sewer services may be available to water customers outside of the city limits on a case by case basis; such services 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 10th 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 and every month the account is delinquent,
 - b. termination of water service may occur within 10 days after original due date as a result of non-payment. *(Cut-off date may vary from month to month)* and
 - c. see paragraph #12
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 or road 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 so 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. The City 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 a \$60.00 "turn on" fee plus the delinquent bill.
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 any 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. 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/User and the representative shall be provided to the City of Taylorsville 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 and/or water service may be denied even 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, according to Commonwealth of Kentucky Plumbing Codes and the City of Taylorsville most recent Sewer Use Ordinance accordingly. It is the responsibility of the customer to make all connections required. The private drain shall be installed and maintain in a manner that allows waste to flow freely. *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 \$^{Ap}waived per HC 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, sewer & garbage 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.

Monthly garbage collection fees are stated on the water bill and shall be paid accordingly.

Due to the fact that all water policies and/or the Sewer Use Ordinance and policies are not included in this contract, a copy shall be requested or found on the City of Taylorsville website at: taylorsville.ky.gov

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.

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 2nd day of Oct, 2019.


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: 10-2-19

Other pertinent information:

Mailing Address –P.O. Box 279, Taylorsville, Ky, 40071

Office Phone #: 502-477-3235

Office Hours: 8:00 am to 4:30 pm Monday thru Friday

After Hour Emergency Phone #: 502-477-0434

Payment Methods Available:

Walk-In

Drive-Thru

Night Drop

Bank Draft

On-Line

Revised 4/2014

CITY OF TAYLORSVILLE WATER & SEWER DEPARTMENT

WATER & SEWER SERVICE AGREEMENT

This is an agreement entered into this 2nd day of Oct, 2019, by and between the City of Taylorsville (Water Dept.), hereinafter referred to as the "City" and Sp. B.O. Bol of Ed, hereinafter referred to as the "Property Owner". This agreement shall be deemed as a binding contract between the City and the Property Owner.

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

Upon the request for water service, the Property Owner assumes full responsibility for water and/or sewer services rendered and agrees to pay the monthly calculated fees and any & all other fees required by the appropriate due date. A 10% late fee shall be added to the monthly bill if not paid by the 10th day thereafter. In the event that the Property Owner of said water service chooses to lease/rent the establishment, the Property 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 line beginning from the port of meter including connection.

Customer Name: _____

S.S.# _____

Spouse Name: _____

S.S.# _____

Service Address: 520 Taylorsville Rd.

Account No:# 01-18650-01 Amt Rec'd _____

Customer Signature _____

City Representative _____

Customer PRV Notification

Customer's Responsibilities – It is the responsibility of the customer to properly maintain the private service line, any private valves, and any plumbing fixture to prohibit the public water supply from adverse risk or to prevent any contamination of the public water supply. The customer shall repair any leaks as soon as possible. Leaks not only increase the individual's water cost, but the water loss also increases the cost of water purchased, which may lead to a rate increase. The customer's private service line begins at the connection of the meter assembly unit (outlet port) and includes any portion of the private service line that the City of Taylorsville may install.

In areas of high water pressure, it is recommended, and it is the responsibility of, the customer to install and maintain a pressure reducing/regulator valve (PRV) on the customer's side of service in order to prevent any damages to the customer's service line and/or plumbing/fixtures. The PRV shall be installed at a location convenient for servicing or replacement. To better serve our customer, the customer may request the City to install a PRV on a new service installation, or for any service previously installed. (see PRV Installation)

PRV INSTALLATION

--It is the City of Taylorsville Water Department's (City) goal to provide all water & sewer customers with the best service possible. Providing sufficient water pressure to all customers is one of our main goals. To accomplish this, there must be high pressure zones in the water system in order to provide sufficient pressure elsewhere. In some cases, the higher pressure may be at a level that is undesirable for some customers, and in some cases the higher pressure may cause leaks on the customer's side of the water service (meter). To alleviate or regulate the higher pressure, a PRV may be installed by the customer or a qualified individual such as a licensed plumber, in which the customer shall assume full responsibility. There are other possible benefiting factors of having a PRV which include; alleviating damage to the private side plumbing from the possibility of an unexpected increase in water pressure and/or an air or water surge or hammer. The PRV shall be located at a practical location for servicing, adjustments and replacement.

The City of Taylorsville Water Department shall provide the service to install a PRV on the customer's side of the service at the customer's request. A charge for

"material only" shall be charged to the customer. A City installed PRV shall be located inside the meter vault by utilizing special equipment. Installing the PRV inside the meter vault will allow for easy maintenance, adjustment and protection from extreme elements. The customer shall pay to the City, in advance, the cost incurred by the city, for the PRV and all related devices. In view of the fact, the customer is purchasing this service at material cost only; the City shall not provide warranty on the PRV or the performance of said device. The customer shall assume full responsibility of the PRV and waiver any and all responsibilities of the City including warranty, replacement and/or malfunction of the PRV. Furthermore, the customer shall consent to a waiver agreement. The City shall install the PRV at no labor or equipment charge (material cost only) and it shall remain as part of the service installation and shall not be transferred to another location. The Customer shall request the removal of the PRV, but shall not be refunded. At anytime the PRV is in need of maintenance (replacement or adjustment), the City shall perform such duties at a cost to the customer.

At any time, a current or new customer shall have the opportunity to purchase a PRV from the City and request the City to install said device at cost of material only. Consequently, the purchase shall not be considered a contractual agreement and therefore the customer assumes full responsibility. In the event, a PRV was installed as a request to the City and there is a change of customer, all rules apply to the new customer.

All present and future customers shall be notified of and given the option of the installation of a City installed PRV. In the event the customer declines said services at time of notification, the customer may opt to request said service at anytime and shall comply with rules & regulations at time of request.

Indemnity Clause: The City of Taylorsville shall not warranty any materials used or accept responsibility of any damage to personal property due to faulty material. Furthermore, the Customer shall agree to hold harmless and indemnify the City Of Taylorsville, its agents, servants and employees in regard to any and all, but not limited to, claims, demands, judgments, damages, losses and/or expenses, including Attorney's fees and cost against the City Of Taylorsville as a result of the Customer, its agents, servant, employees, contractors or sub-contractors arising directly or indirectly out of any or all of this City Installed PRV agreement. In the event, the material installed contains a factory defect and is detected at the time of installation; the defected material shall be replaced at no cost to the customer.

Customer's Initials: _____

Customer PRV Agreement

Customer has been given the option mentioned in the PRV Notification and declines such services at this time NO Int.

Customer has been given the option mentioned in the PRV Notification and request the City to install a PRV according to the rules & regulations of the Customer PRV Notification. The PRV shall be installed due to the request of a **new meter service, new customer or present customer** (circle one that applies).

The customer shall pay to the City, in advance, the cost incurred by the city, for the PRV and all related devices and in view of the fact that the customer is purchasing this service at material cost only; the City shall not warranty the PRV or the performance of said device. The customer shall assume full responsibility of the PRV and waiver any and all responsibilities of the City including warranty, replacement and/or malfunction of the PRV. Furthermore, the customer shall consent to a waiver agreement. The City shall install PRV at no labor or equipment charge (material cost only) and shall remain as part of the service installation and shall not be transferred to another location.

I, Jim Oliver, waiver any and all responsibilities of the City of Taylorsville Water Department, City of Taylorsville, Taylorsville, Kentucky, 40071 of any damages and/or warranties and agrees with the Indemnity Clause as stated. I understand all rules & regulations pertaining to the Customer PRV Notification and Agreement.

Indemnity Clause: The City of Taylorsville shall not warranty any materials used or accept responsibility of any damage to personal property due to faulty material. Furthermore, the Customer shall agree to hold harmless and indemnify the City Of Taylorsville, its agents, servants and employees in regard to any and all, but not limited to, claims, demands, judgments, damages, losses and/or expenses, including Attorney's fees and cost against the City Of Taylorsville as a result of the Customer, its agents, servant, employees, contractors or sub-contractors arising directly or indirectly out of any or all of this City Installed PRV agreement. In the event, the material installed contains a factory defect and is detected at the time of installation; the defected material shall be replaced at no cost to the customer.

Customer Sign: Jim Oliver Date: 10/2/19

CITY OF TAYLORSVILLE

WATER & SEWER DEPARTMENT

P.O. BOX 279
70 TAYLORSVILLE RD.
TAYLORSVILLE, Ky. 40071
(502) 477-3235

I, Jim Oliver, have been advised of the following rules & regulations.

All sewer connections shall have a cleanout installed at the property line or pre-designated location.

An appointed person by the City of Taylorsville shall inspect all sewer connections to the collection systems.

All sewer connections to the collection system shall be the burden of the purchaser and shall be installed by a City of Taylorsville approved contractor/plumber.

All sewer use fees must be paid prior to installation.

The water service shall not be considered permanent until all sewer connections are approved. Water service may be placed in service for construction purposes only prior to sewer approvals.

All sewer connections shall meet all local and state plumbing codes.

There shall not be any sump pumps, floor or gutter drains, or wet weather pumps connected to the sanitary sewer collection system.

All commercial and industrial sewer connection purchasers shall provide the appropriate information before sewer connection shall be approved.

All new sanitary sewer service connections shall include a backflow prevention device, including any renovated service. Refer to Ordinance #315

All sewer connections and users shall comply with the City of Taylorsville Sewer Use Ordinance.

These rules & regulations are of the City of Taylorsville Sewer Use Ordinance # 315 and are not in their entirety.

I have read and have full knowledge and understanding of these rules & regulations.

Sign: Jim Oliver Date: 10/2/12

A signed copy of this document shall be given to the purchaser.