

Martin County Utility Board
Commercial Utilities Service Application

Business _____

EIN# _____

Service Address _____

Mailing Address _____

Telephone Number _____

Service(s) Requested: Water? _____ **Sewer?** _____

WO# Water _____

WO# Sewer _____

Directions to residence:

Description of home/business:

MARTIN COUNTY UTILITY BOARD

387 East Main Street, Suite 140
Inez, KY 41224

Phone: (606) 298-3885

Fax: (606) 298-4913

WATER SERVICE CONTRACT

This contract entered into between _____, hereinafter
called "USER" and the MARTIN COUNTY UTILITY BOARD, hereinafter
called "SUPPLIER" that WHEREAS the USER desires to purchase water from the
SUPPLIER, the USER hereby enters into this service contract as required by 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:

SECTION 1. The SUPPLIER shall furnish, subject to the limitations set out in its Bylaws, Rules and Regulations, and tariffs now in force or as hereafter duly and legally supplemented, amended, or changed, 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, or business) _____ located at,

Street, Road, etc.

Phone

SECTION 2. The USER agrees to pay to the SUPPLIER the meter connection/tap-on fee of \$ _____ as set out in the SUPPLIER's approved tariff of \$ _____. If the meter to be installed is more than fifty (50) feet from the main, then the USER also agrees to pay for the additional materials and labor costs associated with the longer connection. The USER also agrees to pay the SUPPLIER a deposit of \$ _____ as set out in the SUPPLIER's approved tariff.

The USER agrees to comply with and be bound by the Bylaws, Rules and Regulations, and tariffs 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 non-compliance as set out in the SUPPLIER's Bylaws, Rules and Regulations, and tariffs now in force or as hereafter duly and legally supplemented, amended, or changed.

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" x 3/4" meter will be the standard meter used. If a USER contracts for a larger meter, the USER agrees to pay

the actual costs of materials and labor for the installation of such a meter. Unless under special circumstances requiring the approval of the utility's commissioners, a separate meter must be installed by the SUPPLIER for each individual residence or place of use. The location of the water meter on the property will be determined by the SUPPLIER and will not be more than fifty (50) feet from the main, unless special circumstances exist. The SUPPLIER shall purchase and install a cutoff valve and a water meter and other appurtenances thereof. The SUPPLIER shall have exclusive right to use said cutoff valve and water meter.

SECTION 3. The USER shall install and maintain, at his/her own expense, a service line that shall begin at the meter and extend to the dwelling or place of use. The USER shall connect his service line to the water distribution system and shall commence to sue water from the system on the date the water is available. Water charges to the USER will commence on the date service is made available by the SUPPLIER, regardless whether the USER is connected to the system, or is in fact using water from the system.

The failure of the USER to pay water charges duly imposed shall result in the automatic imposition of penalties as set out in the SUPPLIER's approved tariff. Penalties shall include, but not limited to, a late payment penalty charge, termination of service, and a reconnection fee.

SECTION 4. 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 such event occurs. The SUPPLIER may shut off water to the USER if the SUER allows a connection or extension to be made to his service line for the purpose of supplying water to another party. In the even total water supply shall be insufficient to meet all the needs of the USERS, or in the event there is a shortage of water, the SUPPLIER 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 of the needs of all of the USERS for domestic and livestock purposes before supplying any water for garden or other purposes.

SECTION 5. 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, well, or other source, prior to connecting to and switching to the SUPPLIER's system and shall eliminate present or future cross-connections in his system.

DATE: _____

Water User

Witness: _____

MARTIN COUNTY UTILITY BOARD

Water System Representative

MARTIN COUNTY UTILITY BOARD
387 E MAIN ST, SUITE 140
INEZ, KY 41224

Phone 606-298-3885

Fax 606-298-4913

GRINDER PUMP AGREEMENT

Section 1. PURPOSE

This agreement is to be executed between the Martin County Sanitation District (MCSD) and the homeowner, business, property owner, developer, and/or user of the grinder pump system, hereinafter called the "CUSTOMER". It does not create any third-party contract or third-party beneficiary rights, and it is not intended to do so. This Customer Agreement ("AGREEMENT") must be fully executed in order to obtain service as per the requirements in the MCSD's pressure sewer policy ("POLICY").

Section 2. AGREEMENT

A. Basic Information:

1. Being that the CUSTOMER is required to purchase sewer service from the MCSD, and that a pump is necessary to receive this service, the CUSTOMER is choosing to enter into this AGREEMENT. Under the terms of the POLICY, a grinder pump ("GP") will be necessary to provide sewer service to the CUSTOMER, the CUSTOMER agrees that the GP will be installed on their property at a location that is accessible by the MCSD.
2. The GP will operate automatically to convey the sewage from the CUSTOMER to the MCSD's collection system. Should the GP fail to operate correctly, a warning light will alert the CUSTOMER of the failure and the CUSTOMER must then in turn contact the MCSD immediately to prevent a sewage discharge on or in the CUSTOMER's property.

B. CUSTOMER's Responsibility

1. Acceptance of this AGREEMENT is acknowledgment by the execution of this document.
2. The CUSTOMER must pay all applicable connection fees and charges, as documented in the MCSD's current schedule of water and sewer rates.
3. Allow MCSD personnel full and unrestricted right of ingress and egress onto and through the property where the GP is located for the purpose of inspecting and maintaining the
4. GP. Said right of entry is hereby granted as a part of this AGREEMENT, and no further easement is therefore required.
5. Install and maintain all gravity laterals from the house to the cleanout located before the pump station.
6. Minimize the construction of any improvement around the GP and service line: this includes but is not limited to trees, shrubs, fences, landscaping, driveways, and other permanent structures.

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The MCSD should be contacted prior to the construction of these improvements to ensure that this is no conflict with the GP. A minimum clearance of five (5) feet shall be maintained in all directions around the GP for proper maintenance; if the MCSD finds it necessary to remove any improvements around the GP, they may do so without warning and they will not be held responsible for the replacement or reimbursement of the removed improvements.

7. CUSTOMER shall provide, and pay for, proper current and voltage electrical power to the pump station at all times. During power outages, the CUSTOMER must reduce the wastewater flow to the GP to an absolute minimum. An electrical disconnect switch shall be provided within site of the pump station, and in the location that is accessible at all times.
8. Maintain proper grading around the pump station to ensure runoff does not collect around the station, as well as not covering the stations access cover, vents, bypass box, or other controls.
9. Care shall be taken to prevent items that may damage the pump stations from being transferred to the pump station through the lateral. Such items include any petroleum-based products, cleaning solvents, paint thinners, eggshells, seafood shells, grease, gravel, glass, metal objects, wipes of any kind, latex or rubber, needles or syringes, or other sharp and hard objects.
10. The CUSTOMER is responsible for all damage to the GP resulting from negligence; this includes, but is not limited to, lawn care equipment, vehicular traffic, unauthorized excavation, the transfer of damaging items into the GP through the service lateral, or any willful damage.
11. CUSTOMER shall ensure that all sewage being transmitted to the MCSD shall in conformance with the current Pretreatment Ordinance as adopted by Martin County.
12. The CUSTOMER shall notify the MCSD immediately of any failure or alarming of the GP, and the MCSD is indemnified for any damages that may arise due to failure of such notification.

C. MCSD's Responsibility

1. Aid the CUSTOMER in the design of the GP, including choosing the best location for the pump station and determining the connection point.
2. Perform installation of grinder pump station at appurtenances.
3. Make any repairs to the GP related to routine wear and tear; these repairs include the parts and labor necessary to make such repairs.
4. Respond promptly to any emergencies related to the GP, twenty-four (24) hours a day, seven (7) days a week.
5. Any improvements that are removed within five (5) feet of the GP will not be replaced.

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- D. In Case of Emergency:** Should the warning light become lit at the pump station, or should sewer service get interrupted to the CUSTOMER in any way, the MCSD must be contacted immediately by using the following procedure:
1. Contact the MCSD'S regular office phone number, at (606) 298-3885.

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E. CUSTOMER Acceptance:

The CUSTOMER agrees to the terms of this AGREEMENT, and thus executes this agreement with the following signatures and seals:

Date of Signature

Service Address or Location

City, State, Zip

Premise ID

Printed CUSTOMER Name

CUSTOMER Signature

F. CUSTOMER Declines Agreement:

The CUSTOMER does not agree to the terms of this AGREEMENT, and thus declines this agreement with the following signature and seals thereby relieving the Martin County Sanitation District of all maintenance responsibility to their grinder pump station.

Date of Signature

Service Address or Location

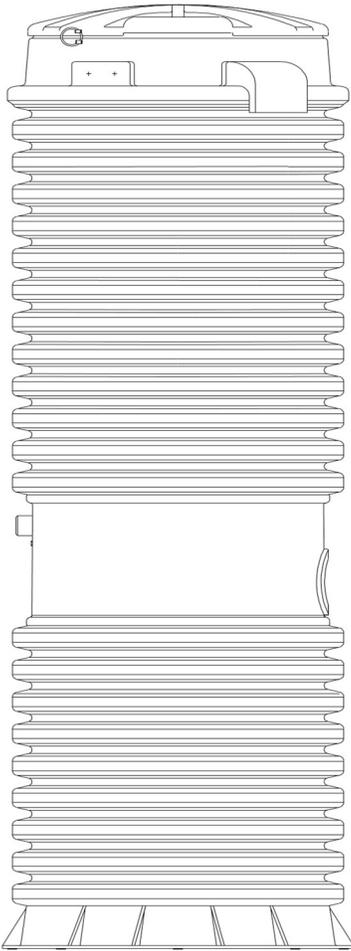
City, State, Zip

Premise ID

Printed CUSTOMER Name

CUSTOMER Signature

User Instructions for your Grinder Pump



Care and Use of your Grinder Pump

Your grinder pump is capable of accepting and pumping a wide range of materials. Regulatory agencies advise that the following items should not be introduced into any sewer, either directly or through a kitchen waste disposal unit:

Glass	Diapers, socks, rags or cloth
Metal	Latex or Rubber
Wipes of any kind	Plastic objects (toys, utensils, etc.)
Needles/Syringes	Sanitary napkins or tampons
Seafood shells	Kitty litter
Goldfish stone	

In addition, you must **never** introduce into any sewer:

Explosives	Strong chemicals
Flammable material	Gasoline
Lubricating oil and/or grease	

Periods of Disuse

If your home or building is left unoccupied for longer than a couple of weeks, perform the following procedure:

Purge the System. Run clean water into the unit until the pump activates. Immediately turn off the water and allow the grinder pump to run until it shuts off automatically.

Duplex Units. Special attention must be taken to ensure that both pumps turn on when clean water is added to the tank.

Caution: Do not disconnect power to the unit

General Information

In order to provide you with suitable wastewater disposal, your home is served by a low-pressure sewer system. The key element in this system is your grinder pump. The tank collects all solid materials and effluent from the house. The solid materials are then ground to a small size suitable for pumping as a slurry with the effluent water. The grinder pump generates sufficient pressure to pump this slurry from your home to the wastewater treatment plant.

Power Failure

Your grinder pump cannot dispose of wastewater without electrical power. If electrical power service is interrupted, keep water usage to a minimum.

Pump Failure Alarm

Your grinder pump has been manufactured to produce an alarm signal (120 volt) in the event of a high-water level in the basin. The installer must see that the alarm signal provided is connected to an audible and/or visual alarm in such a manner as to provide adequate warning to the user that service is required. During the interim prior to the arrival of an authorized service technician, water usage must be limited to the reserve capacity of the tank.