APPLICATION FOR UTILTIY CONNECTION
CITY OF MADISVONILLE

67 North Main Street, Madisonville, KY 42431
Phone: 270-824-2108 Fax: 270-824-2168
dtodd@madisonvillegov.com

Date _____

Owner's Name _____ Phone _____

Owner's Address _____

Address of Proposed Utility _____

I, _____ hereby apply for (water) (sewer) or service to property shown above subject to approval by the Madisonville City Council. If this application is approved, I agree I will not oppose annexation of this property to the City of Madisonville.

_____ _____
Owner's Signature Owner's Signature

(Applicant must provide a copy of their deed and an application fee of $25.00 made payable to the City of Madisonville)

Below is for Official Use Only

Statement of Utility Superintendent

I recommend approval of the utility connection.

_____ _____
Utility Superintendent Date Utility Superintendent Date

_____
Zoning Administrator Date

Approved by the City Council on _____
Date

_____
Attest: City Clerk Date

Notes, if any

_____

_____

_____

_____

_____

THIS CONTRACT AND AGREEMENT made and entered into in Madisonville, Hopkins County, Kentucky, by and between the City of Madisonville, organized under the laws of the Commonwealth of Kentucky, with its principal place of business at the 67 North Main Street, Madisonville, Kentucky, hereinafter Madisonville, and _____, whose address is_____ hereinafter purchaser whether one or more.

WHEREAS, the City of Madisonville maintains and operates a (water) (sewer) service for residents of the City of Madisonville, and

WHEREAS, the City of Madisonville, in an effort to encourage growth of areas around the corporate limits of the City of Madisonville, desires to make available (water) (sewer) service to persons outside the City limits of Madisonville, and

WHEREAS, said purchaser is desirous of purchasing (water) (sewer) service from Madisonville,

NOW THEREFORE, in consideration of Madisonville selling (water) (sewer) service to the purchaser the parties hereto agree as follows:

1. The rate for said utility service paid by purchaser, its successors or assigns, shall be as set from time to time by Madisonville by ordinance;

2. All fees for hook up and installation of said utility service paid by purchaser shall be as set by Madisonville from time to time by ordinance;

3. The purchaser, its successors or assigns, shall never resist annexation into the City of Madisonville of the property to which said utility service is supplied and if the purchaser, its successors or assigns, shall resist annexation, this contract shall be terminated by Madisonville with 30 days notice to purchaser or its successors or assigns at their address by certified mail;

4. If the property, or any part thereof, to which (water) (sewer) service is provided by Madisonville, is ever conveyed or leased by the said purchaser, then the purchaser shall in their deed of conveyance or lease make provision that the grantee or lessee shall never oppose annexation of the said real property into the City of Madisonville, and said covenant not to oppose annexation shall be included in any deed proporting to convey said real property and if it is not, this agreement shall be terminated and there shall be no damages due purchaser, its successors or assigns, because of said termination from Madisonville.

5. In addition, the purchaser shall execute herewith a covenant running with the land to be recorded in the Hopkins County Court Clerk's Office herewith. Said covenant will be provided by Madisonville and a copy of same is attached hereto.

For Official Use Only

IN WITNESS WHEREOF on this the _____ day of _____, 20_____, the parties hereto set their respective hands.

BY:_____ _____
Mayor Owner

ATTEST: _____ _____
City Clerk Owner

THIS AGREEMENT made and entered into on this the _____day of _____ 20____, by and between _____, whose address is _____, hereinafter called the First Party, and the City of Madisonville, Kentucky, a municipal corporation, hereinafter called the Second Party;

WITNESSETH: That whereas the First Party is the owner of a certain tract of land more particularly described in Deed Book _____ Page _____, Hopkins County Court Clerk's Office, reference to which is hereby made for a more detailed description, and:

WHEREAS, the First Party has made application to the Second Party for _____ beyond the city limit, at the following address _____.

NOW THEREFORE, in consideration of the agreement by the Second Party to furnish _____ to the property of the First Party, which is located beyond the city limits, the First Party covenants and agrees (he) (she) (they) will not oppose any future attempt to annex the property herein mentioned to the city limits of the Second Party.

This agreement shall be covenant to run with the land herein above described.

_____
Owner

_____
Owner

For Official Use Only

STATE OF KENTUCKY
COUNTY OF HOPKINS A SCT.

This agreement was acknowledged before me by _____ on this the _____ day of _____, 20 _____.

_____
Notary Public
My Commission Expires: _____
Notary ID: _____

Notes _____

_____

_____

_____

Prepared by _____
Debbie Todd, Zoning Administrator, City of Madisonville