



APPLICATION FOR UTILITY CONNECTION
CITY OF MADISONVILLE

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 \_\_\_\_\_

Owner's Email 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 \$50.00 made payable to the City of Madisonville)

For Official Use Only

Statement of Department Approvals

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

Horizontal lines for notes

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 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 inn 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 SECTION INTENTIONALLY LEFT BLANK FOR RECORDING PURPOSES.

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 limits, 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’s Signature

\_\_\_\_\_  
Owner’s Signature

***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 \_\_\_\_\_  
KYNP # \_\_\_\_\_

Notes \_\_\_\_\_  
\_\_\_\_\_

Prepared by \_\_\_\_\_  
Debbie Todd, Zoning Administrator  
City of Madisonville, 67 North Main Street  
Madisonville, KY 42431