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P.S.C. RATES & RESEARCH DIV.

PUBLIC SERVICE COMMISSION

ROCKCASTLE COUNTY AND JACKSON COUNTY WATER ASSOCIATIONS CONTRACT FOR WATER LINE MAINTENANCE & BILLING SERVICES

This contract, made this 20<sup>th</sup>day of Sectember, 1993, by and between Jackson County Water Association, Inc., P.O. Box 232, Tyner, Kentucky, 40486, hereinafter referred to as "J.C.W.A.," and PUBLIC SERVICE COMMISSION Rockcastle County Water Association, 507 Three Links RoadOF MENTUSKY EFFECTIVE Kentucky 40447, hereinafter referred to as "R.C.W.A.". SFP 09 1994

WITNESSETH: That for and in consideration of URSUANT TO 807 KAR 5.011, SECTION 9 (1) covenants and payments hereinafter stated, the paBY: is a sector of the public sector of the

1. The term of this contract shall begin on the first day of regular monthly water service billing and shall terminate 24 months from that date with renewal to be by mutual agreement.

2. J.C.W.A. agrees to provide monthly billing services and to provide water line maintenance for water lines and customers located on the following roads or sections of roads:

KY 1912, Rice Hill School Road, Robinson Road, Bud Clark Road, KY 2614, Baker Road, Blue Sexton Road, and KY 1004.

3. The duties and responsibilities of Jackson County Water Association pursuant to this contract shall include the following:

- a) <u>Billing Services:</u>
  - Record and generate bills by mail per rate schedule.
  - 2) Maintain records for all customer accounts.
  - Provide flow or volume usage data by either area or road, as required by R.C.W.A.

PUBLIC SERVICE COMMISSION 4) Add other general mailing and nonthiged CKYto EFFECTIVE monthly billings, as required.

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b) <u>Water Line Maintenance Services</u>: PURSUANT TO 807 KAR 5:011, SECTION 9 (1) 1) Install, remove, and maintaByn nevers, and FOR THE PUBLIC SECTION 9 (1)

> investigate and repair breaks, upon request, when the regular contractor of R.C.W.A. is unable to perform these duties.

4. R.C.W.A. shall pay to J.C.W.A. as compensation for billing services as stated in numerical paragraph three (3. a) above, the cost to J.C.W.A. based on labor cost, postage, and equipment use, plus 15%. The parties agree that at the time this contract becomes effective, the cost to J.C.W.A. is \$ .57, for a total of \$ .65 (\$ .57 cost plus 15%) per meter billed for per month. The cost to J.C.W.A. may be reviewed on an annual basis and shall be increased if there is a demonstrable increase in said cost based on additional labor cost, postage, equipment cost, or similar expenses to J.C.W.A. Payments for services rendered under this contract will be made by the 31st day of the month following the billing. R.C.W.A. shall pay to J.C.W.A. as compensation for all duties and responsibilities in connection with the water line maintenance as stated in numerical paragraph three (3. b) above, the actual cost of labor and materials to J.C.W.A., plus an additional 15%.

5. This contract contains the entire understanding of the parties. It may not be changed orally but only by an agreement in

writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

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IN WITNESS WHEREOF, the parties have executed this contract on Estember, 1993. 2014

Jackson County Water Association, Inc. Eddlog Made President By:

Rockcastle County Water Association, Inc. By: Arad Pollinger, Sr. President

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Jordan C. Hul FOR THE PUBLIC SCORE CONSIGN