

1.44.0000
CC: District File

SERVICE AGREEMENT

** ** * * * * *

THIS SERVICE AGREEMENT made and entered into this 21 day of January, 1980, by and between Kentucky Water Service Company, Inc., a Kentucky corporation, party of the first part, and Pulaski County Water District #1, of Science Hill, Kentucky, a water district duly organized under the provisions of Chapter 74 of the Kentucky Revised Statutes, hereinafter referred to as party of the second part,

WITNESSETH: That whereas the party of the first part is engaged in the wholesale production and supply of treated water to the party of the second part, and, whereas the party of the first part has heretofore rendered various services to the party of the second part involving maintenance of the second party's water distribution system, repairs thereto, connecting and disconnecting of meters, reading of meters and various other incidental services; and, whereas the party of the second part proposes to expand its water system and to refinance the same; and, whereas the party of the second part is desirous of obtaining a service agreement incident to its application for financing of its expansion program;

NOW, THEREFORE, for and in consideration of the premises, and the mutual promises, covenants, agreements and conditions hereinafter contained, the parties hereto do hereby agree as follows:

1. First party will provide the necessary labor, materials and equipment incidental to the maintenance and repair of the water distribution system of the party of the second part.
2. The party of the first part will cause all meters of the party of the second part to be read on or about the 21st or 22nd day of

PUBLIC SERVICE COMMISSION
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SEP 22 1994

PURSUANT TO 807 KAR 5.011,
SECTION 2(1)

BY: *[Signature]*
FOR: *[Signature]*

each month and deliver the said information to such representative of the party of the second part as the party of the second part may designate from time to time.

3. The party of the first part shall install all new meters and disconnect existing meters from time to time as required by and upon the request of the party of the second part.

4. The party of the first part will furnish its own Workmen's Compensation insurance, public liability and property damage insurance which would be incidental to the carrying out of the terms and provisions of this Service Agreement.

5. The party of the first part shall be paid a reasonable compensation for its services and materials to be billed monthly to the party of the second part or as soon as the said billing can be conveniently furnished following the furnishing of said labor, materials, services and use of equipment.

6. This contract shall be and remain in full force and effect until such time as the same may be cancelled by notice from either party to the other.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto acting by and through their duly authorized corporate representatives this the day and year first above written.

KENTUCKY WATER SERVICE COMPANY
INC.

By: *L. B. Dodson*
Title of Officer *Vice President*

Attest: *[Signature]*
Secretary

PULASKI COUNTY WATER DISTRICT #1

By: *[Signature]*
Chairman

Attest: *[Signature]*
Secretary

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SEP 22 1994

PURSUANT TO 807 KAR 5.011,
SECTION 2 (1)
BY: *[Signature]*

STATE OF Kentucky

COUNTY OF Pulaski

The foregoing Service Agreement was produced to me and signed and acknowledged before me by L. B. Watson, Jr., and attested by Shoe E. Utley, Jr. Secretary, for and on behalf of Kentucky Water Service Company, Inc., and acknowledged by each of them to be the voluntary act and deed of said corporation and the duly authorized act and deed of each of said corporate officers serving in the aforesaid capacities this 17 day of January, 1980.

Marie C. Leece
NOTARY PUBLIC
My Commission Expires: 5-13-81

STATE OF Florida

COUNTY OF Monroe: SCT

The foregoing Service Agreement was this day produced to me and signed and acknowledged before me by L. C. Henry, Jr., as Chairman of the Pulaski County Water District #1, Science Hill, Kentucky, to be the voluntary act and deed of said water district and the duly authorized act and deed of the aforesaid Chairman acting in his capacity aforesaid, this 24 day of January, 1980.

Albert J. Vidal
NOTARY PUBLIC
My Commission Expires: Aug 21-1983

STATE OF KENTUCKY

COUNTY OF PULASKI: SCT

The foregoing Service Agreement was this day produced to me and signed and acknowledged before me by J. D. Phelps as Secretary of the Pulaski County Water District #1, Science Hill, Kentucky, to be the voluntary act and deed of said water district and the duly authorized act and deed of the aforesaid Secretary acting in his capacity aforesaid, this ___ day of January, 1980.

Vernis Vaughn
NOTARY PUBLIC
My Commission Expires: NOVEMBER 22, 1983

THIS INSTRUMENT PREPARED

By: _____ Attorney
LAW OFFICES OF JOHN G. PRATHER

PUBLIC SERVICE COMMISSION
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SEP 22 1994

PURSUANT TO 807 KAR 5011,
SECTION 8 (1)

BY: John G. Prather
FOR THE PUBLIC SERVICE COMMISSION