

Martin County Water District #2

Box 89

Warfield, Kentucky 41267

(606) 395-5286

CONTRACT FOR WATER SERVICES

THIS CONTRACT made and entered into this 7 day of July, 19 81 between Dempsey Housing Ltd. whose address is Box 319, Warfield, Ky. 41267, party of the FIRST PART and Martin County Water District #2, Warfield, Kentucky, Party of the SECOND PART;

WITNESSETH THAT for and in consideration of the effort of the party of the SECOND PART, to secure financing of the construction of this project, and in consideration of the other users signing similar Contracts, the party or parties of the FIRST PART hereby agree to connect to the Waterworks System.

The Party of the FIRST PART hereby agrees to connect to the proposed Waterworks System of the Party of the SECOND PART. The tap on fee of the proposed system is \$2,000.00. An Advanced deposit of \$2,000.00 is required at time of signing contract. The party of the FIRST PART will pay on demand \$2,000.00.

The Monthly Water Rates will be reasonable and, if a Water District or Association, approved by the Public Service Commission.

It is understood and agreed that the Party of the SECOND PART reserves the right to determine the size of service connection to be used to supply water to the Party of the FIRST PART. A standard Meter will be used unless the party of the FIRST PART contracts for a larger meter. A separate meter must be installed for each residence.

A separate contract will be required for trailer parks.

The FIRST PART's rights hereunder are subject to such further rules and regulations as the party of the SECOND PART may prescribe. The organization may terminate service to any customer failing to pay a water bill when thirty (30) days past due or for violating the organization's regulations.

Deposits to insure payment of monthly water bills and penalties on delinquent water accounts shall be as the party of the SECOND PART may hereafter prescribe.

The party of the FIRST PART agrees to permit the organization to lay, maintain, repair, remove and disconnect a service line and meter, and read meters at a point on customer's property to be designated by the organization for each signed connection with right of ingress and egress for these purposes over customer's property, and to grant an easement for installation of water lines where required.

The party of the FIRST PART agrees to install and maintain at his own expense a service line which shall begin at the water main and extend to the dwelling or place of business and other portions of his premises.

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SECTION 9 (1)

BY: B. G. [Signature]

The failure of the party of the FIRST PART to repair a known water leak will result in the automatic suspension of water service until such time as the leak is fully repaired.

The failure of the party of the FIRST PART to pay water charges duly imposed, shall result in the automatic imposition of the following penalties:

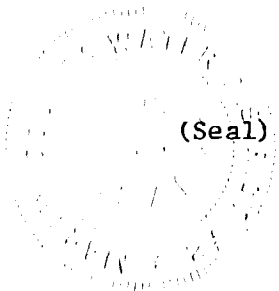
- A. Non-payment within ten days from the due date will be subject to a penalty of ten per cent of the delinquent account.
- B. Non-payment within thirty days from the due date will result in the water being shut off from the party of the FIRST PART's property.
- C. In the event it becomes necessary for the party of the SECOND PART to shut off the water, a fee of \$15.00 will be charged for reconnection of the service. The party of the FIRST PART will also be required to pay all delinquent accounts and pay the minimum water bill for the time the meter was disconnected, unless otherwise agreed to in writing.

Dempsey Ltd. by
Pauline Smith
Customer's Signature

Martin County Water District #2

Box 89, Warfield, Ky. 41267
A Body Corporate

BY: William L. Clemon
TITLE: Superintendent



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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: B. Jones

APPENDIX A

APPENDIX TO AN ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. 7505-1 DATED

The following rates are prescribed for customers of Martin County Water District No. 2. All other rates and charges not specifically mentioned herein shall remain the same as those in effect under authority of the Commission prior to the effective date of this Order.

<u>Usage Block</u>	<u>Rate</u>
First 2,000 gallons	\$ 9.33 Minimum
Next 4,000 gallons	3.29 per 1,000 gallons
Next 4,000 gallons	3.19 per 1,000 gallons
Next 10,000 gallons	3.09 per 1,000 gallons
Next 20,000 gallons	2.64 per 1,000 gallons
Next 60,000 gallons	2.04 per 1,000 gallons
Over 100,000 gallons	1.24 per 1,000 gallons

Special Contract Customers

Warfield Elementary

First 75,000 gallons	\$190.35 Minimum
Next 25,000 gallons	2.04 per 1,000 gallons
Over 100,000 gallons	1.24 per 1,000 gallons

Pigeon Roost School

First 60,000 gallons	\$159.75 Minimum
Next 40,000 gallons	2.04 per 1,000 gallons
Over 100,000 gallons	1.24 per 1,000 gallons

Peter Cave Coal/Wolf Creek Collierie

First 100,000 gallons	\$241.35 Minimum
Over 100,000 gallons	1.24 per 1,000 gallons

Dempsey Housing

First 80,000 gallons	\$207.20 Minimum
Over 80,000 gallons	2.09 per 1,000 gallons