

CONTRACT FOR WATER SERVICES

THIS CONTRACT made and entered into this 14 day of June, 1987
between WOLF-CREIGHT COLLIERS CO. whose address is _____
LOVELY, K.V., party of the FIRST PART, and
MARTIN COUNTY WATER DIST #2, KENTUCKY, party of the
(Municipality, Water District, or Association)
SECOND PART:

WITNESSETH THAT for and in consideration of the effort of the FIRST
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 water
works System.

The Party of the FIRST PART hereby agrees to connect to the water
Waterworks System of the Party of the SECOND PART. The tap on fee of the
proposed system is \$ 25.00. An advance deposit of \$ 25.00 is
required at time of signing contract. The Party of the FIRST PART will
pay on demand \$ 25.00.

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 3/4" 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.

It is understood and agreed that at such time as the system is
constructed, the Party of the FIRST PART agrees to connect to said System,
but in the event the Party of the FIRST PART refuses to so connect he will
pay the minimum monthly water bill prescribed by the organization when due.
The Party of the FIRST PART, failing to connect, shall be liable for his
connection fee and if, thereafter, party of the FIRST PART desires to
connect to said system, the Party of the FIRST PART shall be obligated to
pay again the full connectn charge as then stipulated by the Party of the
SECOND PART and any and all amounts previously billed. THE FIRST PART
agrees not to resell or give away water purchased hereunder. THE FIRST PART
is constructed, but the property is not reached by the organization's line,
any payment, less initial deposit, shall be fully refunded.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
MAY 9, 1987

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: B. Jones

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 agree 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.

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.

[Handwritten Signature]

 Customers' Signature

(BY JODY COOPER)
 PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 BY: *[Handwritten Signature]*
 EFFECTIVE
 TITLE: *Secretary*
 Nov 30, 1987

(SEAL)

PURSUANT TO 807 KAR 5:011,
 SECTION 9 (1)
 BY: *[Handwritten Signature]*

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