

**CONTRACT TO PROVIDE WATER SERVICES**

THIS AGREEMENT made and entered into this 15<sup>th</sup> day of March, 2019, by and between MOUNTAIN WATER DISTRICT of Post Office Box 3157, Pikeville, Kentucky 41502, hereinafter referred to as "MWD"; and BUCHANAN COUNTY PUBLIC SERVICE AUTHORITY of Post Office Box 30, Vansant, Virginia 24656, hereinafter referred to as "BUCHANAN."

WHEREAS, BUCHANAN is extending water services known as the Hurley Regional Water Project, which will provide water to Paw-Paw Creek; and

WHEREAS, the BUCHANAN service line must cross the Kentucky state line to reach all of their Virginia customers; and

WHEREAS, six (6) or eight (8) houses on Paw-Paw Creek are located on the Kentucky side of the state line and therefore are within the jurisdiction of MWD; and

WHEREAS, it would be impossible for MWD to provide water to these six (6) or eight (8) residences without utilizing BUCHANAN's water system; and

WHEREAS, in order for BUCHANAN to provide all its Virginia customers with water, the parties have entered into an agreement to provide water to Kentucky residents on Paw-Paw Creek, pursuant to the terms of this agreement.

**NOW THEREFORE,**

**WITNESSETH:**

That for and in consideration of the mutual promises and covenants contained herein, all of which are considered essential for the terms of this agreement, the parties hereto agree as follows:

1) MWD agrees to consent to BUCHANAN's plan to provide a water service line in the Kentucky section of Hurley Road of Pa

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Owen R. Penson  
Executive Director**

*Owen R. Penson*

**EFFECTIVE**

**6/30/2019**

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

Virginia customers, and those Kentucky residents identified by 911 addressees in Exhibit "A", a copy of which is attached hereto and made a part hereof by reference.

2) BUCHANAN agrees to provide potable water, in compliance with all applicable federal and state laws and regulations, to the residents identified by addressees in Exhibit "A", referenced above.

3) The parties agree that the Kentucky residents identified above, who connect to the waterline, shall be and will remain, MWD's customers, and this agreement will continue as long as BUCHANAN maintains water services in Kentucky.

4) MWD agrees to contact the residents listed in Exhibit "A" to see if they want water services. If so, MWD will provide those addresses to BUCHANAN.

5) BUCHANAN will provide access, and install, service meter taps to the Kentucky residents identified by MWD, at a price set forth in their tariff. MWD will pay that fee within ten (10) business days of notice thereof to BUCHANAN.

6) BUCHANAN will further service all lines and meter taps that they install to the Kentucky residents. Kentucky residents will be responsible for any line service between the meter and their residence

7) BUCHANAN will read the MWD customer's meters monthly, and provide that information to MWD for billing purposes, by a date set forth in Exhibit "B".

8) MWD agrees to pay BUCHANAN based on per thousand (1,000) gallons utilized by its customers, as set forth in Exhibit "B". MWD shall retain the balance of the funds billed.

9) BUCHANAN will promptly provide to MWD, any'

KENTUCKY  
PUBLIC SERVICE COMMISSION

Gwen R. Pinson  
Executive Director



EFFECTIVE

6/30/2019

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

Water Notice, it sends to its customers on Paw-Paw Creek, so that MWD can pass it on to their customers. This shall include any Consumer Confidence Report they are required to issue.

10) MWD shall be responsible for all billing and collection to its customers identified in Exhibit "A".

11) BUCHANAN and MWD agree to cooperate in the cutoff of water to any MWD customer that is required by MWD's tariff.

12) BUCHANAN agrees to timely address any water quality or service issues presented by MWD, on behalf of its customers serviced under this agreement. BUCHANAN will also be responsible for any penalty incurred by MWD for BUCHANAN's failure to provide quality water and service as defined by applicable laws and regulations.

13) This agreement shall be governed by the laws of the Commonwealth of Kentucky and venue for any action shall be the Pike County Circuit Court.

IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies, having cause this contract been duly executed in two counterparts which will constitute an original day and year first above written.

ATTESTED BY:

Johnny Roberts  
SECRETARY

MOUNTAIN WATER DISTRICT

BY: Michael D. Duhon

ITS: Chairman

ATTESTED BY:

Debra Hess  
SECRETARY

BUCHANAN COUNTY VIRGINIA  
PUBLIC SERVICE AUTHORITY

BY: Bob Cindon

ITS: Executive

KENTUCKY  
PUBLIC SERVICE COMMISSION

Gwen R. Pinson  
Executive Director

Gwen R. Pinson

EFFECTIVE

6/30/2019

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

**EXHIBIT A**

Kentucky residents on Paw-Paw Creek subject to this agreement are identified by their 911 address.

1. Barbara Cole  
[REDACTED]  
Phelps, Kentucky 41553  
Telephone No: [REDACTED]  
Cellular No: [REDACTED]
  
2. Christopher Ryan Dotson  
[REDACTED]  
Phelps, Kentucky 41553  
Email: [REDACTED]  
Telephone No: [REDACTED]
  
3. Roberta Justus  
[REDACTED]  
Phelps, Kentucky 41553  
Telephone No: [REDACTED]
  
4. Larry Scarberry  
[REDACTED]  
Hurley, Virginia 24620  
Telephone No: [REDACTED]
  
5. Gary Scarberry  
[REDACTED]  
Phelps, Kentucky 41553  
Telephone No: [REDACTED]

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

EFFECTIVE  
**6/30/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## **EXHIBIT B**

### **FEE SCHEDULE**

1. Kentucky residents who become MWD customers shall pay those fees for water services set out in MWD tariff.
2. BUCHANAN will provide MWD on or before the 5th day of each month, radio read readings of water consumed by the customers subject to this agreement so MWD may bill its customers.
3. MWD will pay BUCHANAN on or before the 5th day of the following month \$4.50/1,000 gallons utilized by MWD customers subject to this agreement. This fee will cover the cost of water and all services related expenses for MWD customers.
4. MWD will pay BUCHANAN a wholesale rate surcharge fee at at \$9.50 per month for one Master Meter.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**6/30/2019**

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

P.S.C. KY No. 3

Cancels P.S.C. KY No. 2

---

**MOUNTAIN WATER DISTRICT**

---

**OF**

**Pike County, Kentucky**

---

**Rates, Rules and Regulations for Furnishing**

**Water Service**

**IN**

**All of Pike County, Kentucky Except  
Incorporated Areas of the City of Pikeville and Birkhorn City Utilities**

---

**Filed with the PUBLIC SERVICE COMMISSION OF  
KENTUCKY**

---

**ISSUED: NOVEMBER 14, 2012      EFFECTIVE: JANUARY 12, 2013**

---

**ISSUED BY: MOUNTAIN WATER DISTRICT**

BY: *S/JOHN COLLINS* KENTUCKY  
VICE CHIEF ENGINEER PUBLIC SERVICE COMMISSION

JEFF R. DEBOUEN  
EXECUTIVE DIRECTOR

TARIFF BRANCH  
**KENTUCKY  
PUBLIC SERVICE COMMISSION**

*Gwen R. Pinson*  
**Gwen R. Pinson**  
Executive Director

PURSUANT

*Gwen R. Pinson*

EFFECTIVE

**6/30/2019**

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

FOR Entire Service Area  
Community, Town or City

P.S.C. KY. NO. 3

ORIGINAL SHEET NO. 22

CANCELLING P.S.C. KY. NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

Mountain Water District  
(Name of Utility)

**RATES AND CHARGES**

**Phase 3 Monthly Water Rates  
For Service Rendered On or After October 10, 2017**

<b>5/8" Meters:</b> First 2,000 gallons Next 2,000 gallons All over 10,000 gallons	\$23.35 Minimum Bill \$8.18 per 1,000 gallons \$7.25 per 1,000 gallons
<b>1" Meters:</b> First 5,000 gallons Next 5,000 gallons All over 10,000 gallons	\$47.89 Minimum Bill \$8.18 per 1,000 gallons \$7.25 per 1,000 gallons
<b>2" Meters:</b> First 20,000 gallons All over 20,000 gallons	\$161.29 Minimum Bill \$7.25 per 1,000 gallons
<b>3" Meters:</b> First 30,000 gallons All over 30,000 gallons	\$233.79 Minimum Bill \$7.25 per 1,000 gallons
<b>4" Meters:</b> First 50,000 gallons All over 50,000 gallons	\$378.79 Minimum Bill \$7.25 per 1,000 gallons
<b>6" Meters:</b> First 100,000 gallons All over 100,000 gallons	\$741.29 Minimum Bill \$7.25 per 1,000 gallons
<b>Martin County Water District</b> <b>Mingo County Public Service District</b>	\$2.80 per 1,000 gallons \$4.37 per 1,000 gallons
<b>Jenkins Utilities</b> First 50,000 gallons per day All over 50,000 gallons per day	\$2.80 per 1,000 gallons \$2.1 per 1,000 gallons
<b>City of Bilbora City</b> First 215,000 gallons per day All over 215,000 gallons per day	\$2.62 per 1,000 gallons \$2.80 per 1,000 gallons

Water withdrawn from a hydrant and water withdrawn for construction shall be charged at the lowest rate in the current rate schedule.

DATE OF ISSUE October 9, 2015  
Month / Date / Year

DATE EFFECTIVE October 9, 2015  
Month / Date / Year

ISSUED BY IS/ ANCIE CASEY  
(Signature of Officer)

TITLE CHAIRPERSON

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2014-00342 DATED October 9, 2015

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>	
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>	
TARIFF BRANCH	<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<i>Handwritten Signature</i>	<b>Gwen R. Pinson Executive Director</b>
PURSUA	<i>Handwritten Signature: Gwen R. Pinson</i>

EFFECTIVE  
**6/30/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Entire Service Area  
Community, Town or City

P.S.C. KY. NO. 3

1<sup>ST</sup> REVISED SHEET NO. 4

CANCELLING P.S.C. KY. NO. 3

ORIGINAL SHEET NO. 4

Mountain Water District  
(Name of Utility)

**CLASSIFICATION OF SERVICE**

Service Connection Fee Based on Meter Size for Metered Service

Size of Connection	Service Connection Charge
3/8 x 3/4-Inch <sup>1</sup>	\$825.00
1-Inch <sup>2</sup>	Actual Cost of Construction <sup>2</sup>
Over 1-Inch <sup>2</sup>	Actual Cost of Construction <sup>2</sup>

<sup>1</sup> DISTRICT'S standard service. Standard Connections requiring a road bore or creek crossing shall be assessed the additional actual cost. In addition, any extra depth requirements and rock, which cannot be excavated by normal means (backhoes, etc.) and any additional length of service lateral will be charged at actual cost. Cost estimate for such work will be provided to the customer prior to installation.

<sup>2</sup> Non-standard service connection

Any customer receiving a free or reduced tap fee as a result of project funding or government appropriated funds must connect their plumbing and begin using the DISTRICT'S water service within sixty (60) days and shall begin receiving a bill at the current water rates.

- (7) Note: Any customer applying for a water connection may pay the connection fee on an installment plan at 0% interest. The installment plan would require 50% of the Service Connection Fee up front with the remainder payable in up to 6 monthly installments at the customer's choosing. The District will proceed with installation and connection of the service once the first 50% of the Service Connection Fee, along with any required security deposit, is paid and the customer has completed and provided any necessary documentation.

DATE OF ISSUE September 25, 2018  
Month / Date / Year

DATE EFFECTIVE September 24, 2018  
Month / Date / Year

ISSUED BY /s/ MICHAEL BLACKBURN  
(Signature of Officer)

TITLE CHAIRPERSON

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2018-00227 DATED SEPTEMBER 25, 2018

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson  
Executive Director

*Gwen R. Pinson*  
**KENTUCKY**  
PUBLIC SERVICE COMMISSION  
EFFECTIVE  
**9/28/2018**  
PURSUANT TO

*Gwen R. Pinson*

**EFFECTIVE  
6/30/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)