

MEMORANDUM OF AGREEMENT
TO SUPPLY WATER

This memorandum of agreement made on this the _____ day of _____, 1988, between the North Marshall Water District, a public utility (hereinafter referred to as the "District") and Thomas Harper, hereinafter referred to as Harper.

WITNESSETH

WHEREAS, Harper, has made a request of the District to supply him raw water; and

WHEREAS, the District is willing to comply with the request subject to the following terms and conditions.

NOW THEREFORE the parties agree as follows:

1. WATER SUPPLY. The District shall make available to Harper such raw untreated water at such pressure as may be available at the hereinafter designated point of deliver as result from the District's normal water supply system. The District maintains the right and sole discretion to determine if sufficient water supplies are available to meet any and all of your request. If it is determined by the District that water supplies are not sufficient to meet the District's other reasonable needs then the District may suspend or terminate the supply of water to Reed until such time as the District shall determine that water supplies are again sufficient.

2. WATER DELIVERY. The District will supply raw, untreated water to the Harper property line located between highway 641 and Gilbertsville/Tatumsville Road in Marshall County.

3. MANNER AND VOLUME OF SUPPLY. Water would be supplied by a 6" raw water well with a 40 HP, 16 stage submersible pump on the east side of the Gilbertsville/Tatumsville Road. When operating properly this pump could provide approximately 160 gal/mi at 80 psi at the highest point on the Harper property. In the event Harper requested additional supplies of water the District could connect to it above ground pumps at the well and supply approximately 400 gpm. The pressure would be approximately 20 psi. More water could be supplied by adding more stages to the District's above ground pump at a cost of approximately \$4,000.00 to be paid by _____.

This would deliver approximately 500 gpm at 50 psi.

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SEP 20 1988

PURSUANT TO 1907 KAR 5:011.
SECTION 9(1)

PUBLIC SERVICE COMMISSION MANAGER

4. COST. Harper would pay the District an initial connectors fee as follows:

1. Constructing a freeze-proof meter vault for the 3" meter.	\$2,000.00
2. Purchase of a 3" meter	\$ 400.00
3. Modify pump control circuit for pressure control	\$ 600.00
4. Install a 4" pvc Class 160 line under the road from our well site to your property	\$ 600.00
TOTAL	<u>\$3,600.00</u>

Thereafter, Harper would pay a rate of \$.50/thousand gallons for raw untreated water supplied to it by the District. Payment would be made on a regular _____ basis.

In the event Harper pays for \$10,000.00 of water during the term of this agreement, then the District will reimburse ^{V HARPER} Reed for the \$3,600.00 initial installation cost.

6. TERM. This agreement would be for a term of 4 years from _____, 1988, at 12:00 noon to _____, 1992, at 12:00 noon.

7. WATER LINE. Harper may extend a 4" water line to any location on its property at Harper's sole expense.

8. HOLD HARMLESS AND INDEMNITY. It is distinctly understood and agreed that this agreement is for the supply of raw untreated water and is not intended for internal consumption or personal hygiene. The District expressly excludes and disclaims any and all warranties, express or implied, concerning the quality of this water or its fitness for any particular purpose. Harper agrees that it will hold the District harmless from and indemnify it against any and all claim, damages, causes of actions or other liability of any kind relating to the the use or quality of the water supplies by the District.

9. SUBJECT TO GOVERNMENTAL LAWS AND REGULATIONS. This agreement shall be subject to any and all approved law, rules and regulations of any governmental entity having authority hereover.

10. INTERRUPTION OF SERVICES. The District should not be liable for any interruption of service because of or caused by regular or needed maintenance, repairs, breakdowns and/or replacement of District equipment. However, the District shall have a duty of good faith to restore service within the reasonable period allowed for equipment related matters.

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SECTION 9 (1)
BY: *[Signature]*
PUBLIC SERVICE COMMISSION MANAGER

11. ASSIGNABILITY. This agreement may not be assigned without the expressed written consent of the District.

DATED this the _____ day of _____, 1988.

NORTH MARSHALL WATER DISTRICT

THOMAS HARPER

CARTER BRIEN, CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
SECRETIVE

SEP 29 1988

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

BY *James H. Miller*
PUBLIC SERVICE COMMISSION MANAGER