

*Doveon Roost School*

CONTRACT FOR WATER SERVICE

This Contract made and entered into this 11 day of Feb, 1971  
between Martin County Board of Educ whose address is \_\_\_\_\_  
Franklin, Kentucky, party of the FIRST PART,  
and Martin County Water District #2, KENTUCKY, Party of  
the (Municipality, Water District, or Association)  
SECOND PART:

WITNESSETH THAT for and in consideration of the effort the  
party of the SECOND PART, to secure financing of the \_\_\_\_\_  
this project, and in consideration of the other users signing similar  
Contracts, the party or parties of the FIRST PART hereby agree to  
the Water-works system.

The Party of the FIRST PART hereby agrees to connect to the pro-  
posed Waterworks System of the Party of the SECOND PART. The tap on  
fee of the proposed system is \$25.00. An advance deposit of \$\_\_\_\_\_  
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 Dis-  
trict 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 1/2" Brass  
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  
connect he will pay the minimum monthly water bill prescribed by the  
organization when due. The party of the FIRST PART, failing to con-  
nect, shall be liable for his connection fee and if, thereafter, party  
of the FIRST PART desires to connect to said system of the  
FIRST PART shall be obliged to pay again the full connection charge as  
then stipulated by the party of the SECOND PART and all  
amounts previously billed. THE FIRST PARTY agrees not to resell or  
give away water purchased hereunder. If the system is constructed,  
but the property is not reached by the organization's line, any pay-  
ment, less initial deposit, shall be fully refunded.

BY: B. Jones  
SECTION 9 (1)  
PUBLICATION 1967 KAR 5:011

THE FIRST PART's rights hereunder are subject to such 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 encompass all 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 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 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.

[Signature]  
Customers' Signature

[Signature]  
(A BODY CORPORATE)

PUBLIC SERVICE COMMISSION  
BY: [Signature] OF KENTUCKY  
EFFECTIVE  
TITLE: [Signature]

(SEAL)

NOV 06 1987

PURSUANT TO 307 KAR 5:011,  
SECTION 9 (1)  
BY: [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