

Muhlenberg County Water District
Name of Issuing Corporation

FOR _____
Community, Town or City
P.S.C. No. _____
SHEET NO. _____
CANCELLING P.S.C. NO. _____
SHEET NO. _____

CLASSIFICATION OF SERVICE

**RATE
PER UNIT**

RE: Case No. 93-070

Effective August 6, 1993, The Muhlenberg County Water District has contracted with the Todd County Water District to provide water service to an area of Lake Malone, Muhlenberg County, Kentucky, in accordance with a contract filed with the Public Service Commission dated July 6, 1993, which contract was approved by the Public Service Commission on August 6, 1993, a copy of the contract being attached hereto as an exhibit and the areas covered by said contract being outlined in general detail on the attached map of same.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 6 1993

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

BY: Chas. Haller
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE August 23, 1993
ISSUED BY V. Bobby L. Colyer
Name of Officer

DATE EFFECTIVE August 6, 1993
TITLE See map

Issued by authority of an Order of the Public Service Commission of

CONTRACT FOR WATER SERVICE

THIS CONTRACT is made and entered into this _____ day of _____, 1993, by and between the MUHLENBERG COUNTY WATER DISTRICT, a body corporate, and the TODD COUNTY WATER DISTRICT, a body corporate.

WITNESSETH:

That whereas, the Muhlenberg County Water District and the Todd County Water District have each been organized and established under the provisions of Chapter 74 of the Kentucky Revised Statutes for the purpose of constructing and operating water supply distribution systems serving water users within their respective districts; and whereas, Muhlenberg County Water District serves a territorial area encompassing Muhlenberg County and Todd County Water District serves a territorial area encompassing Todd County and a designated portion of Logan County; and whereas, certain residents of Muhlenberg County residing in the geographical area described on the plat attached hereto and labeled "Exhibit A" (hereinafter referred to as the contract service area) desire and have need of water service; and whereas, it is presently impractical for the Muhlenberg County Water District to extend water service to Muhlenberg County residents in the contract service area from existing lines owned by the Muhlenberg County Water District due to the lack of water pressure, rocky terrain features and long distance from any existing distribution line; and whereas, the desire of the Muhlenberg County Water District to contract with the Todd County Water District to provide service to Muhlenberg

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BY: Glenn Miller
PUBLIC SERVICE COMMISSION MANAGER

County residents residing within the contract service area which property lies wholly within the jurisdictional limits of the Muhlenberg County Water District;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is understood and agreed as follows:

1. This contract is made pursuant to the provisions of KRS 74.414, and no monetary consideration is being paid to or received by the Muhlenberg County Water District or the Todd County Water District except as specified below. Additional consideration for this contract is the general benefit which will accrue to water customers residing within the jurisdictional limits of the Muhlenberg County Water District in the specific geographical area described on the attached plat.

2. The Todd County Water District agrees to provide water service to the area described on the attached plat for and on behalf of the Muhlenberg County Water District. As compensation for the service so provided, the Muhlenberg County Water District hereby assigns to the Todd County Water District the right to receive all tap fees and payments for water service due from water customers within the contract service area. The Todd County Water District shall bill for water services directly to customers within the contract service area. The rate schedule applicable to water customers served under this contract shall be equal to the rates charged by the Todd County Water District to residents within the jurisdictional area of the Todd County Water District.

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3. It is agreed and understood that all water lines, meters and equipment which were heretofore or may hereafter be located within the jurisdictional area described on the attached plat are and shall continue to be the property of the Muhlenberg County Water District, and the Todd County Water District shall acquire no ownership interest in this distribution system. The Todd County Water District shall maintain all water distribution systems and shall provide water service to customers within the contract service area in accordance with the rules and regulations of the Public Service Commission and in the same manner as provided to customers located within the territorial area of the Todd County Water District. It is understood and agreed that Muhlenberg Water District will not be responsible for any expense associated with the actual installation of water distribution mains, meters and other appurtenances within the territorial area which is the subject of this agreement.

4. It is understood and agreed that this contract is a service contract and it shall not be construed as an extension of the territorial and/or jurisdictional area of the Todd County Water District into Muhlenberg County within the meaning of KRS 74.020 or any other applicable statute or regulation.

5. This contract shall be for an initial term of five (5) years from the date of its execution, and it shall be automatically renewed for successive five year terms unless cancelled by either party in writing delivered to the other party prior to expiration of any term.

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BY: Steve Miller

6. Service to the customers residing within the designated Muhlenberg County territory shall be governed according to the policies, rules, water service rates and regulations of the Todd County Water District during the period of the contract.

7. The Todd County Water District shall provide water service and water to the customers of Muhlenberg County Water District in the territorial area covered by this Agreement with such pressure and such quality as shall be required from time to time by the Public Service Commission of Kentucky. It shall hold the Muhlenberg County Water District harmless from all liability whatsoever associated with the providing of said water service during the term of this contract.

8. This contract is part of a settlement agreement arising out of a Complaint filed before the Commonwealth of Kentucky, Public Service Commission, the same being Case No. 93-070, and this Contract is subject to the approval of the Public Service Commission of Kentucky.

9. The terms of this service contract shall be automatically deemed to apply to any resident of Muhlenberg County who is actually receiving direct water service or purchasing water from the Todd County Water District as of the date of execution of this contract.

This Contract shall be binding upon the successors and assigns, if any, of the Muhlenberg County Water District and the Todd County Water District.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this

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Contract to be duly executed the day and date first above written.

MUHLENBERG COUNTY WATER DISTRICT

By: Bobby G. Cresger
CO-Chairman

ATTESTED:

James C. Spurgeon

TODD COUNTY WATER DISTRICT

By: Dr. George S. Brown
Dr. George Brown, Chairman

ATTESTED:

Dennis R. Powell

This Contract is approved on behalf of the Public Service Commission of Kentucky, this the _____ day of _____, 1993.

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BY: Cheryl L. Helle
PUBLIC SERVICE COMMISSION MANAGER

BOUNDARY DESCRIPTION OF APPROXIMATELY 172 ACRES OF MUHLENBURG COUNTY WHICH IS SURROUNDED ON THE WEST, NORTH, AND EAST SIDES BY LAKE MALONE, TO BE PROVIDED WITH WATER BY TCDD COUNTY WATER DISTRICT ON A CONTRACTUAL BASIS FROM THE MUHLENBURG CO. WATER DISTRICT

Beginning at a point in the Water-line of Lake Malone at the Logan County-Muhlenburg County line, near the Southwest corner of Lot No. 4, Section I, Kings Cove Subdivision; thence running about S78-30W 2650 ft with the Muhlenburg-Logan County line across a peninsula to the water-line of Lake Malone; thence about North approximately 2800 ft, Northeast approximately 1900 ft, and Southeast approximately 3800 ft with the East, South and West shorelines of Lake Malone in Muhlenburg County, around said peninsula, to the point of beginning, containing approximately 172 acres more or less as shown by the attached Topographic Map.

John N. Tinsley
JOHN N. TINSLEY
Registered Land Surveyor
State of Kentucky
Licence No. 2189



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BY: *Glenn H. Miller*
PUBLIC SERVICE COMMISSION MANAGER

Exhibit "A" (c)



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AUG 6 1993

PURSUANT TO 607 KAR 5:011,
SECTION 9 (1)

BY: *Sharon Keller*
PUBLIC SERVICE COMMISSION MANAGER

Exhibit "A"