

AGREEMENT

THIS AGREEMENT made and entered into this the 29th day of Oct, 2021, by and between the NORTH MCLEAN COUNTY WATER DISTRICT, a duly created water district under Chapter 74 of the Kentucky Revised Statutes, hereinafter referred to as "Water District," and the CITY OF CALHOUN, KENTUCKY, a municipal corporation, hereinafter referred to as "City;"

WITNESSETH: THAT WHEREAS,

(1) The City operates a sanitary sewer system within its municipal boundaries that provides sewer service to persons who receive water service from the Water District (such persons referred to herein as "Sewer User(s)"; and

(2) The City desires to enforce collection of lawful rates and charges for the use of its municipal sewer facilities by requiring that water service be discontinued until payment is made or some satisfactory arrangement is reached; and

(3) The Water District desires to cooperate with the City in enforcing collection of such rates and charges; and

(4) Under KRS 96.940, the parties are permitted to enter into agreements covering the foregoing matters.

NOW, THEREFORE, the premises considered, the parties do hereby mutually AGREE, PROMISE and UNDERSTAND as follows:

1. The City shall read Sewer User's meters and bill based on their current rates.
2. The City shall be responsible for billing the Sewer Users for sewer charges, and the Water District shall have no responsibility for same.

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3. In the event of failure on the part of any Sewer User to pay, when due, the bill for sewer service charges, the City may give notice, in writing, signed by an authorized person (either the Mayor or the City Clerk or such other person whose name has been furnished in writing to the Water District) to the Water District to discontinue water service to the premises designated in the notice until notified otherwise. The notice shall identify the delinquent Sewer User in such manner as reasonable to enable the Water District to identify the water service connection which is to be disconnected pursuant thereto. Upon receipt of such notice, the Water District shall discontinue water service to the premises until notified otherwise by the City.

4. Disconnects shall be performed between the hours of 8 A.M. and 2:30 P.M. Monday through Friday absent a situation which, in the opinion of the Water District and City, warrants an immediate disconnect. An authorized agent of the City shall be present when the Water District disconnects any water service under this Agreement. The authorized agent shall be a person named in writing by the City and furnished to the Water District. The Water District shall not be required to effect the discontinuance of water service if it is unable to procure the presence of an authorized agent of the City.

5. When water service has been discontinued hereunder, such service shall be resumed by the Water District promptly upon receiving proper written notice from the City signed by the Mayor, the City Clerk or other authorized person.

6. The Sewer User shall be required to pay to the City the Water District's approved disconnect/reconnect charge prior to water service being reconnected. This charge shall be collected by the City prior to reconnection being made and shall be

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promptly remitted to the Water District. The charge shall be the amount from time to time approved by the Kentucky Public Service Commission.

7. The City's application for sewer service shall contain a conspicuous notice that water service will be discontinued if the sewer bill becomes delinquent or words to this effect.

8. The City shall comply with its written policy concerning notice to customers/Sewer Users prior to requesting the Water District to disconnect, and the City shall indemnify and hold harmless the Water District of and from any expense, claim, loss or liability that may arise or result from the disconnection of water service made by the Water District under this agreement.

9. Nothing in this agreement shall affect the Water District's right to disconnect water service if a customer is delinquent on payment of the bill due to the Water District or for any other lawful reason.

10. Upon execution of this Agreement, the City shall communicate by letter with each affected customer and explain to each customer the fact that their water service may be shut off for non-payment of the sewer bill when due even though the customer has paid their water bill. The letter shall remind the customer of the due dates for payment of sewer bills as established by the City.

IN TESTIMONY WHEREOF, witness the hands of the parties hereto by and through their duly authorized officials this day and date first above written.

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NORTH MCLEAN COUNTY WATER DISTRICT

By Keith M. Ayer
Chairman

ATTEST:
Beth Baker

CITY OF CALHOUN, KENTUCKY

By Ronald L. Coleman
Mayor

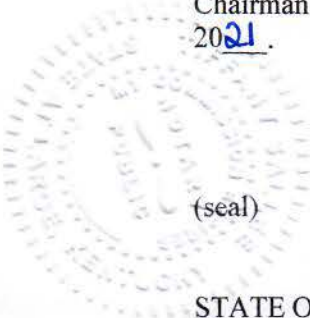
ATTEST:
Lisa Woodle

STATE OF KENTUCKY

COUNTY OF MCLEAN

The foregoing was acknowledged before me by Keith Ayer,
Chairman of the North McLean County Water District, this 29th day of October,
2021.

Siffany Selee
Notary Public, State of Kentucky at Large
My commission expires: 4/20/2022



(seal)

STATE OFF KENTUCKY

COUNTY OF MCLEAN

The foregoing was acknowledged before me by Ronald Coleman,
Mayor, for and on behalf of the City of Calhoun, Kentucky, this 15th day of
October, 2021.

Kareem Patton
Notary Public, State of Kentucky at Large
My commission expires: 7/30/2022

(seal)

