

BILLING SERVICES AGREEMENT

This Billing Services Agreement made and entered into this ___ day of January, 2010, by and between Graves County Water District (GCWD) and Purchase Public Service Corporation (PPSC).

WITNESSETH:

WHEREAS, PPSC provides waste water services for Thomas Country Estates, Highland Club Estates, and Holifield Heights in Graves County, Kentucky, and,

WHEREAS, GCWD provides water for Thomas Country Estates, Highland Club Estates and Holifield Heights, and,

WHEREAS, to date PPSC and GCWD bill separately for these services provided and in the interest of cost economy PPSC desires for its waste water charges to be included on the water bills presently being sent by GCWD, and,

WHEREAS, GCWD wishes to provide these billing services for PPSC on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained the parties hereto hereby agree as follows:

1. **Services provided by GCWD:**
 - a. Beginning on the ___ day of _____, 2010 GCWD agrees to include the monthly flat rate waste water charges of PPSC for its customers in Thomas Country Estates, Highland Club Estates and Holifield Heights.
 - b. GCWD will mail its bill (which shall include the monthly flat rate waste water charges of PPSC) on or about the first working day of each month. Payments will be considered late and assessed a 10% penalty if paid past the 10th of each month.
 - c. GCWD will discontinue water service for non-payment by the 25th of each month and disconnects will be scheduled on or about the 25th of each month.

- d. In the event of a disconnect of water or waste water services GCWD will reimburse PPSC 50% of the disconnect fees if and when services are restored and reconnection fees paid. In addition GCWD shall be entitled to a \$1.00 fee from PPSC for the disconnect notice which will be reimbursed if and when service is restored. In addition GCWD will reimburse PPSC a \$12.50 reconnect fee if and when service is restored.
- e. GCWD shall generate reports on a timely basis so that PPSC will have the necessary information which can be submitted to the Public Service Commission on an annual basis.
- f. GCWD will charge all new PSC sewer customers a \$40.00 deposit after _____, 2010.
- g. GCWD will pay interest on customer deposits one time per year. This interest rate will be applied to the customers billing in the form of a credit.
- h. GCWD will charge a \$25.00 returned check fee. Expense and revenue from this process will be shared equally.
- i. At the end of each month, GCWD will pay PPSC amount based on the number of customers charged the PPSC approved flat rate. GCWD will assess PPSC for non paying customers at the end of the year by reducing the December check by this amount.

2. **PPSC Responsibilities:**

- a. PPSC agrees to pay GCWD for the services referred to above the following:
 - i. \$1,000.00 for a setup fee for billing services
 - ii. \$300.00 per month for billing services
- b. PPSC agrees to pay GCWD 50% of the disconnect expense which will be refunded to PPSC if and when service is restored. In addition, PPSC shall pay to GCWD a \$1.00 fee for each disconnect service which will be reimbursed if and when service is restored.
- c. PPSC agrees to provide any and all new customer information to GCWD for billing purposes.

3. **Termination:**

- a. Either party may terminate this agreement with 60 days written notice to the other at their address at that time. Should either party terminate this agreement with 60 days written notice all billing information will be

provided to PPSC by GCWD and GCWD shall be compensated for any and all work completed prior to the termination within 60 days of the termination of this agreement.

- b. When service is terminated for non payment, service will be restored only after a \$25.00 reconnect fee plus the customer's bill is paid. For service to be restored after normal business hours the \$25.00 reconnect fee, customer's bill and a \$75.00 overtime charge must be paid.

4. **Succession:**

This agreement shall be binding upon the parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have here and to set their hands this the day and date first above written.

GCWD

PPSC

Johnny Dowdy, Chairman
Graves County Water District

Don Elias, Chairman
Purchase Public Service Corporation