PRELIMINARY AGREEMENT AS TO CONTRACT PRICE FOR CUT-OFF SERVICES OF WATER BY HCWA FOR NON-PAYMENT OF SEWER BILLS

Whereas, the Harrison County Water Association, Inc. ("HCWA"), P.O. Box 215, Cynthiana, Kentucky, 41031, and the Harrison County Sanitation District ("HCSD"), P.O. Box 186, Cynthiana, Kentucky, 41031, have previously entered into a contract that continues in existing operation, and filed of record with the KY PSC, and entered of record by approval on September 15, 2016.

Whereas, HCWA and HCSD are desirous of ensuring the existing contract is updated and current and that due to inflationary cost a new cutoff amount for HCWA to charge HCSD for HCWA to cutoff the water supply to customers who are not current on their HCSD sewer bill; all pursuant to KRS 220.510 and 220.595.

Therefore, the parties herein, preliminarily enter into a new agreement to establish those issues in the prior paragraph, above, subject to KY PSC approval.

Wherein, J. Frank Marsh, chairman of the board for HCWA, on behalf of HCWA and Mike Aldridge, as Chairman of the Board of Harrison County Sanitation District ("HCSD"), on behalf of HCSD, hereby state for a preliminary agreement, in exchange for the mutual promises, covenants, and conditions set out herein, it is agreed by and between the parties as follows:

- 1. This contract shall provide for services for a period of _____(3) years, beginning ______. However, for purposes of clarity, the contract shall continue upon the same terms past the ending date stated herein, unless modified and/or approved by the Kentucky Public Service Commission; and that continuation shall be known as an automatic annual renewal.
- 2. HCWA shall provide HCSD with monthly water usage for each customer of HCWA serviced by HCSD for sewer at the beginning of each month. HCWA shall provide the usage as used by HCWA in their monthly billing to the same customer to HCSD.
- HCWA agrees to disconnect water service as requested by HCSD due to failure by the customer to pay the monthly sewer bill pursuant to the Rules and Regulations of HCSD.
- 4. HCWA agrees to reconnect water service, upon the receipt of HCSD that the sewer bill has been fully paid, and/or an agreement has been reached between HCSD and the customer, for payment.
- 5. HCSD agrees to compensate HCWA the sum of \$50.00, for all reconnection of water service, pursuant to number 4 above.
- All parties to this agreement/contract, agree that each and every provision herein, shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

7. All parties to this agreement/contract agree, this service agreement/contract contains the entire agreement between the parties, with respect to the subject matter hereof.

WE, J. FRANK MARSH, CHAIRMAN OF THE BOARD OF HARRISON COUNTY WATER ASSOCIATION, INC. ("HCWA") AND MIKE ALDRIDGE, CHAIRMAN OF THE BOARD OF THE HARRISON COUNTY SANTIATION DISTRICT ("HCSD"), AGREE AS EVIDENCED BY OUR SINGATURES AND STATEMENTS BELOW:

CERTIFICATION

I, Mike Aldridge, Chairman of the board for the Harrison County Sanitation District, hereby certify that I have read over the foregoing preliminary agreement, to be submitted to the Kentucky Public Service Commission, as to approval of water cut-off contract terms and rates, and that all averments and statements herein are true and accurate to the best of our knowledge and belief.

MIKE ALDRIDGE, CHAIRMAN OF THE BOARD, HARRISON COUNTY SANITATION DISTRICT ("HCSD")

COMMONWEALTH OF KENTUCKY

I, <u>Sherri Casey</u> , being a Notary Public in the State of Kentucky at Large,
do hereby state that Mike Aldridge, chairman of the Board for Harrison County Sanitation
District ("HCSD"), who is personally known to me, have signed, sworn, and acknowledged
before me this the 10 th day of March, 2025.
NOTARY PUBLIC, STATE OF KY AT LARGE
9-16-2028

MY COMMISSION EXPIRES:

NOTARY ID: KYNP 15215

CERTIFICATION

I, J. Frank Marsh, Chairman of the board for the Harrison County Water Association, Inc., hereby certify that I have read over the foregoing preliminary agreement, to be submitted to the Kentucky Public Service Commission, as to approval of water cut-off contract terms and rates, and that all averments and statements herein are true and accurate to the best of our knowledge and belief.

J. FRANK MARSH, CHAIRMAN OF THE BOARD, HARRISON COUNTY WATER ASSOCIATION, INC. ("HCWA")

COMMONWEALTH OF KENTUCKY COUNTY OF Homes
I,
NOTARY PUBLIC, STATE OF KY AT LARGE
1-15-2007
MY COMMISSION EXPIRES: NOTARY ID: NOTARY ID