

**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 City of Berry on behalf of the their Sewer Department ("City of Berry"), P.O. Box 215, 111 Main Street, Berry, Kentucky, 41003, are desirous of establishing a contract as to cutoff of water customers of HCWA who or delinquent on City of Berry sanitation bills, and to establish a contract and agreement as to cutoff the water supply to customers who are not current on their City of Berry sewer bill; all pursuant to KRS 220.510 and 220.595.

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

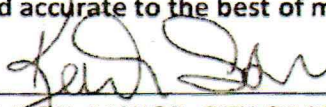
Wherein, J. Frank Marsh, chairman of the board for HCWA, on behalf of HCWA and Keith Ison, as Mayor of City of Berry ("City of Berry"), on behalf of City of Berry, Sanitation Department, hereby state for a preliminary agreement, in exchange for the mutual promises, covenants, and conditions set out herein, it is agreed by and between the parties as follows:

1. This contract shall provide for services for a period of 3 years, beginning Feb, 2015, and ending Feb 28. 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 City of Berry with monthly water usage for each customer of HCWA serviced by City of Berry 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 City of Berry.
3. HCWA agrees to disconnect water service as requested by City of Berry due to failure by the customer to pay the monthly sewer bill pursuant to the Rules and Regulations of City of Berry.
4. HCWA agrees to reconnect water service, upon the receipt of City of Berry that the sewer bill has been fully paid, and/or an agreement has been reached between City of Bery and the customer, for payment.
5. City of Berry agrees to compensate HCWA the sum of \$50.00, for all reconnection of water service, pursuant to number 4 above.
6. 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 KEITH ISON, MAYOR OF CITY OF BERRY, SEWER DEPARTMENT ("CITY OF BERRY"), AGREE AS EVIDENCED BY OUR SINGATURES AND STATEMENTS BELOW:

CERTIFICATION

I, Keith Ison, Mayor, City of Berry, Sewer Department, 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 my knowledge and belief.



KEITH ISON, MAYOR, CITY OF BERRY
SEWER DEPARTMENT
("CITY OF BERRY")

COMMONWEALTH OF KENTUCKY
COUNTY OF Harrison

I, Sherri Casey, being a Notary Public in the State of Kentucky at Large, do hereby state that Keith Ison, Mayor, City of Berry, Sewer Department ("City of Berry"), who is personally known to me, have signed, sworn, and acknowledged before me this the 16th day of January, 2025.



NOTARY PUBLIC, STATE OF KY AT LARGE

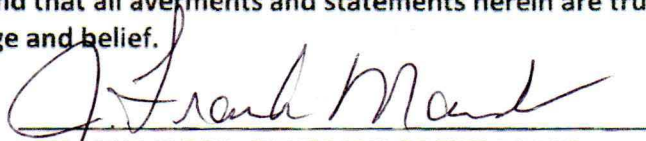
Sept. 16, 2028

MY COMMISSION EXPIRES:

NOTARY ID: KYNP13215

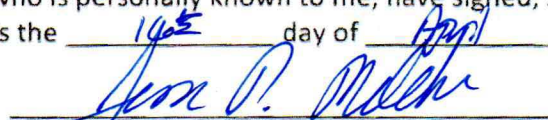
CERTIFICATION

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 Harrison

I, James D. Melcher, being a Notary Public in the State of Kentucky at Large, do hereby state that J. Frank Marsh, chairman of the Board for Harrison County Water Association, Inc. ("HCWA"), who is personally known to me, have signed, sworn, and acknowledged before me this the 14th day of April, 2025.


NOTARY PUBLIC, STATE OF KY AT LARGE
1-15-2027

MY COMMISSION EXPIRES:

NOTARY ID: NA1PC4030