

**AGREEMENT FOR WATER SERVICE**

This Agreement is made and entered into as of the 11<sup>th</sup> day of June, 2021, by and between **DEXTER-ALMO HEIGHTS WATER DISTRICT** ("the District") whose mailing address 351 Almo Road, Almo, Kentucky 42020, and **England Contracting** ("Applicant"), a corporation organized under the laws of the Commonwealth of Kentucky whose mailing address is 533 Radio Road, Almo, Kentucky 42020 (collectively the "Parties").

**WHEREAS**, Applicant owns a tract of land that is situated at 533 Radio Road, Almo Kentucky, and that is located within the District's territory ("the Tract");

**WHEREAS**, Applicant intends to erect eight structures on the tract as corporate-owned housing for its employees;

**WHEREAS**, Applicant has requested that the District provide water service to the Tract through two two-inch meters, with each meter serving four units;

**WHEREAS**, the Applicant intends to construct service lines from these meters to locations on the Tract to serve these structures; and,

**WHEREAS**, the District's filed rate schedules make no provision for such an arrangement;

**WHEREFORE**, the Parties agree as follows:

1. The District agrees to construct two meter services and install a two-inch meter in each service to serve the Tract. Applicant shall be responsible for the costs of the meters, the construction of the meter services, and the installation of the meters and shall make payment to the District for such costs upon the District's completion of meter installation.

2. Upon installation of the meters, Applicant's payment of the construction and installation costs and a deposit to secure payment for water service, and Applicant's satisfaction of all applicable requirements to obtain water service set forth in the District's Rules and Regulations on file with the Public Service Commission, the District will commence providing water service to the Tract.

3. Applicant agrees to pay a deposit \$800 to secure payment for water service. The amount of this deposit is based upon two-twelfths of Applicant's expected annual bill and assumes that eight structures will be receiving water through the two-inch meters and that each structure will use approximately 4,778 gallons of water monthly. The District shall refund this deposit after one year if Applicant has met the requirements for refund set forth in the District's Rules and Regulations. If after the refund of the Applicant's deposit, the Applicant fails to make timely payments for service, the District may require Applicant to deposit an amount equal to two-twelfths of its annual bill. Failure to make such deposit shall be grounds for terminating water service.

4. The District is not responsible for the construction, installation, operation, maintenance or repair of any facilities that deliver or transport water from the two-inch meters to any other locations within the Tract. Applicant shall be responsible for all facilities located beyond the metering point.

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
*Linda C. Bridwell*  
Executive Director

**EFFECTIVE**  
**7/11/2021**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

5. The District shall deliver water service at the metering point at a pressure no less than 30 pounds per square inch (psi) and no greater than 150 psi, but does not guarantee and is not responsible for the level of water pressure beyond the metering point.

6. Applicant shall not resell water to any person, firm, or corporation on the Tract or for use on any other premises.

7. The Applicant is the customer for water service and is solely responsible for payment of all charges for service associated with the meter, including all water provided through the meter.

8. Those provisions of the District's Tariff on file with the Public Service Commission that do not conflict with the terms of this Agreement are incorporated by reference into this Agreement.

9. This Contract shall become effective 30 days after its filing with the Public Service Commission unless the operation of this Contract is suspended for review pursuant to KRS 278.190 and, in that instance shall become effective upon the Public Service Commission's approval of this Contract.

10. This Agreement is a product of negotiation among the Parties. None of its provisions shall be strictly construed in favor of or against any party.

11. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. It shall not be assigned by either Party without the written consent of the other Party unless such assignment or transfer is to a successor in the operation of its properties by reason of a merger, consolidation, sale or foreclosure where substantially all such properties are acquired by such a successor empowered by law and financially able to effect the purposes of this Agreement which it must assume and, thereafter, be exclusively responsible for the performance of the terms of this Agreement to be performed by either Party. No Party shall unreasonably withhold its consent.

12. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, with respect to the subject matter.

13. This Agreement shall be construed according to the laws of the Commonwealth of Kentucky.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]**



In Witness Whereof, the parties hereto have caused this contract to be executed by their duly authorized representatives the day and date shown above.

**Dexter-Almo Heights Water District**

**England Contracting**

By: Dexter Almo Water Dist

By: England Contracting

Kathleen J Wyatt  
Name

Scott England  
Name

Commissioner  
Title

Owner  
Title

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 7/11/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)