

JUN 03 1997

CONTRACT FOR WATER SERVICES

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Phillip Lanning
DIRECTOR, BATES & RESEARCH DIV

THIS CONTRACT made and entered into this 29th day of _____
between David D. Jacobs whose address is Pippa Passes, Kentucky
party of the first part and Caney Creek Water & Sewer District,
Pippa Passes, Kentucky party of the second part.

WITNESSETH THAT for and in consideration of the efforts of the party of the second part, acting through water District Commissioners, the party of the First Part agrees to pay a connection fee of \$0 at the time of signing this contract to connect to the water system and to pay at least a minimum bill monthly thereafter as soon as the 3/4" meter is installed by the District and water is made available to the meter, regardless of whether the first party connects to the system.

The Party of the First Part agrees to permit the District to lay, maintain, repair, remove and disconnect a service line and meter, and read meters at a point on customer's property to be designated by the District for each signed connection with the right of ingress and egress on property.

The Party of the First Part agrees that no other present or future source of water will be connected to any waterlines served by the District's waterlines and will disconnect from his present water supply prior to connecting to and switching to the District's system and shall eliminate their present or future cross-connections in this system.

A separate water meter must be installed for each residence. A separate contract will be required for each trailer park.

The Party of the First Part shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use.

The Party of the First Part agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the District now in force or as hereafter duly and legally supplemented amended or changed.

By David D. Jacobs
Caney R. Deegan

And whereas the Party of the Second Part will comply with its permit to withdraw public water (#0652), which states that if withdrawal from the District's wells interfere with any existing private wells in the area, special consideration should be given for providing water to the Party of the First Part. It has been determined by documentation that the Party of the First Part's wells were adversely affected by the Party of the Second Part; therefore, the Party of the Second Part agrees to furnish water and sewer to the Party of the First Part at the minimum rate, (\$12.80 per month) and agrees that the rate will not increase even though the minimum rate may be altered. This contract has been agreed upon by both parties on January 29, 1986, and will remain in effect for the property to which the meter is attached.