

MEMORANDUM OF AGREEMENT
TO SUPPLY WATER

This memorandum of agreement made on this the _____ day of _____, 1988, between the North Marshall Water District, a public utility (hereinafter referred to as the "District") and Thomas Harper, hereinafter referred to as Harper.

WITNESSETH

WHEREAS, Harper, has made a request of the District to supply him raw water; and

PUBLIC SERVICE COMMISSION
OF KENTUCKY

WHEREAS, the District is willing to comply with the request subject to the following terms and conditions.

DEC 19 1988

NOW THEREFORE the parties agree as follows: PURSUANT TO KRS 5.011, SECTION 9.21

1. WATER SUPPLY. The District shall make available to Harper such raw untreated water at such pressure as may be available at the hereinafter designated point of delivery as result from the District's normal water supply system. The District maintains the right and sole discretion to determine if sufficient water supplies are available to meet any and all of your request. If it is determined by the District that water supplies are not sufficient to meet the District's other reasonable needs then the District may suspend or terminate the supply of water to Harper until such time as the District shall determine that water supplies are again sufficient.

BY: _____
PUBLIC SERVICE COMMISSION MANAGER

2. WATER DELIVERY. The District will supply raw, untreated water to the Harper property line located between Highway 641 and Gilbertsville/Tatumsville Road in Marshall County.

3. MANNER AND VOLUME OF SUPPLY. Water would be supplied by a 6' raw water well with a 40HP, 16 stage submersible pump on the east side of the Gilbertsville/Tatumsville Road. When operating properly this pump could provide approximately 160 gal/min at 80 psi at the highest point on the Harper property. In the event Harper requested additional supplies of water, the District could connect to it above ground pumps at the well and supply approximately 400 gpm. The pressure would be approximately 20 psi.

17 / More water could be supplied by adding more stages to the District's above ground

pump at a cost to be determined at the time of the request for additional water.

2 4. MATERIAL AND INSTALLATION COST.

Material Cost

- 1. Meter Vault-----
- 2. 3 inch Rockwell meter -----
- 3. Pump control equipment -----
- 4. 4 inch PVC Class 160 -----

Total: _____

Labor Cost

- 1. Constructing & Installation of Meter Vault -----
- 2. 3 inch Rockwell meter & gaskets -----
- 3. Installation of pump control modification -----
- 4. Installation of PVC pipe and boring -----

Total: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 19 1988

PURSUANT TO 207 KAR 5:011,
SECTION 9(1)

BY: *George Bell*
PUBLIC SERVICE COMMISSION MANAGER

Thereafter, Harper shall be billed monthly for this raw water supply based on the following rate basis:

Minimum Monthly Charge ----- \$30.00

3 inch Meter, 2,000 gallons minimum.

Usage over 2,000 gallons/monthly -----\$00.50 per 1,000 gallons

5. WATER LINE. Harper may extend a 4" water line to any location on its property at Harper's sole expense.

6. HOLD HARMLESS AND INDEMNITY. It is distinctly understood and agreed that this agreement is for the supply of raw untreated water and is not intended for human consumption or personal hygiene. The District expressly excludes and disclaims any and all warranties, express or implied, concerning the quality of this water or its fitness for any particular purpose. Harper agrees that it will hold the District harmless from and indemnify it against any and all claims, damages, causes of actions or other liability of any kind relating to the use or quality of this water supply by the District.

9. SUBJECT TO GOVERNMENTAL LAWS AND REGULATIONS. This agreement shall be subject to any and all approved law, rules and regulations of any governmental entity having authority hereover.

10. INTERRUPTION OF SERVICES. The District should not be liable for any interruption of service because of or caused by regular or needed maintenance,

repairs, breakdowns and/or replacement of District equipment. However the District shall have a duty of good faith to restore service within the reasonable period allowed for equipment related matters.

3 11. WATER RATE. The District reserves the right to adjust the rate based on a qualified rate analysis approved by the Public Service Commission. Harper shall be notified not less than thirty (30) days prior to any rate change.

4 12. TERM OF CONTRACT. This agreement shall be for a term of two years from _____, 1988 at 12:00 noon to _____, 1990 at 12:00 noon. This contract may be terminated by either party upon sixty (60) days written notice by the party desiring the termination.

13. ASSIGNABILITY. This agreement may not be assigned without the expressed written consent of the District.

DATED this the _____ day of _____, 1988.

NORTH MARSHALL WATER DISTRICT

THOMAS HARPER

ROY C. BRIEN, CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY

DEC 19 1988

PURSUANT TO KRS 5:011,
SECTION 9(1)

BY: George S. Miller
PUBLIC SERVICE COMMISSION MANAGER