

FILED

JUN 29 1972

A G R E E M E N T
PUBLIC SERVICE
COMMISSION

AGREEMENT made by and between the Bullock Pen Water District, a water district organized under the provisions of Chapter 74 of the Kentucky Revised Statutes, hereinafter referred to as the DISTRICT, and the Department of Child Welfare, an agency of the Commonwealth of Kentucky, hereinafter referred to as the DEPARTMENT,

W I T N E S S E T H :

WHEREAS, the department proposes to install at its juvenile diagnostic center and grounds on Violet Road near Crittenden, Kentucky, the hereinafter described water piping system, herein called department's system, which it desires to use both for the normal water requirements of the juvenile diagnostic center and grounds and for fire protection, and

WHEREAS, the department has requested the district to permit the installation of the hereinafter described single service from the district's water main on the South side of State Highway # 491 to the department's system, and

WHEREAS, the district is willing to comply with the department's request subject to the following terms and conditions:

NOW THEREFORE, in consideration of the premises, and of the respective promises of the parties hereto, they mutually promise and agree as follows:

1. The department represents that the department's system which it proposes to install at its juvenile diagnostic center and grounds consists, or shall consist, of all pipes, valves, gauges, metering devices and equipment which it deems necessary to meet its water requirements and also for fire protection for the juvenile diagnostic center and grounds. The department's system shall include a service pipe thereto from a point mutually agreed on at

the point of connection with the district's main on Highway # 491, which point is hereinafter designated as the "point of delivery". The maintenance and replacement of the department's system shall be the responsibility of the department.

2. The department shall install at its own expense an approved service connection at the point of delivery, which service connection shall include an accessible valve at or near the point of delivery, service pipe and suitable metering devices to measure all water used. A separate metering device shall be installed for each building that is connected to the department's system. The service pipe shall be installed on property owned by the department or on a right of way owned by the department. The metering devices may be installed at any point along the service pipe selected by the department. The department shall make the connection of its service pipe to the main of the district at the point of delivery. All equipment furnished by the department hereunder shall remain the property of the department, and it shall be responsible for the maintenance and replacement thereof. Authorized representatives of the district are permitted to make reasonable inspections of the entire water service at any time and may perform such tests on the equipment as may be appropriate, including, but not limited to a proper test to determine the accuracy of the metering devices. In the event a metering device is found to be inaccurate the department shall be responsible for its repair or replacement. During any period in which a metering device is found to have been inaccurate the district shall estimate the water consumed.

3. The district shall be responsible only to make available to the department such water at such pressure as may be available at the point of delivery from time to time as a result of the district's normal operation of its water distribution system. All water delivered hereunder shall be supplied in accordance with the district's regularly filed rules and regulations applicable to general water service, insofar as applicable hereto and not inconsistent herewith.

4. Insofar as the department's use of water for fire protection or for fire fighting is concerned, the district shall not be required to increase its water supply, the size of its mains, or pressure, for the purpose of assuring the department of any quantity of water or specific pressure. The district shall have the right to temporarily discontinue the flow of water in the main at the point of delivery in order to repair, maintain, improve or replace the main or other portions of its water distribution system and the supply system on which the main is dependent. The department agrees not to use water from fire hydrants or any other point of connection on the supply side of any metering device except in the event of fire or other emergency without the prior consent of the district. The district reserves the right to install and maintain one or more seals on each fire hydrant or other point of connection on the supply side of any metering device to control the use thereof.

5. The department shall at no time, assert any claim hereunder against the district for loss or damage which may result from the inadequacy or nonavailability of water, as to both pressure and quantity, or from leaks or other defects in the department's system; and the department hereby agrees to indemnify the district and save it harmless from any and all claims or liability for loss or damage to any persons or property resulting from, arising out of, or connected with the rendition of service hereunder, in the event of such inadequacy or nonavailability of water, or in the event of leaks or other defects in the department's system.

6. The district shall bill the department monthly a fixed sum of \$5.00 per hydrant for the service rendered hereunder, and for any quantity of water used the district shall each month make an additional charge therefor in accordance with its regularly filed general service rate schedule for such quantity used, the additional charge, state and local taxes, to be added to the above stated fixed charge. The district shall make no charge for water used in fire protection or other emergency. The department shall pay monthly

bills which shall become due and payable at the district's office in Crittenden, Kentucky, on receipt thereof by the department. The district may levy penalties or terminate service on default in accordance with the district's regularly filed rules and regulations applicable to general water service.

7. In addition to the charges enumerated in Paragraph 6 above, the department agrees to pay to the district upon the execution of this agreement the sum of \$220.00 which is the minimum connection fee for a service installed according to the rules, regulations and rates as filed and approved by the Public Service Commission of Kentucky.

8. The term of this agreement shall be for five years from and after the date such water service becomes available to the department and shall continue thereafter until terminated by either party hereto giving the other a thirty day written notice of such termination, except the district may terminate service on the default as provided in Paragraph 6 above. The department agrees to convey to the district the department's system including all appropriate easements at any time requested by the district and such conveyance shall terminate this agreement. After such conveyance by the department the district shall maintain the system to the user side of the metering devices and the department shall be provided service the same as any other retail customer of the district as provided in the rules and regulations of the district from time to time in force and on file with the Public Service Commission of Kentucky.

9. All service rendered hereunder shall be subject to the rules and regulations of the district from time to time in force and on file with the Public Service Commission of Kentucky, insofar as applicable hereto, and not inconsistent herewith.

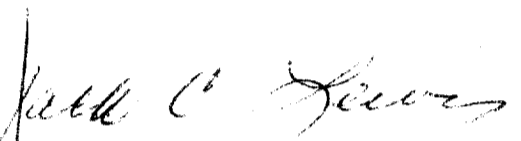
10. This agreement shall at all times be subject to such changes or modifications as the Public Service Commission of Kentucky may from time to time direct in the exercise of its jurisdiction.

WITNESS the signatures of the parties, each of which has been authorized to execute this agreement by appropriate resolution.

BULLOCK PEN WATER DISTRICT

by 
BERNARD ERVIN

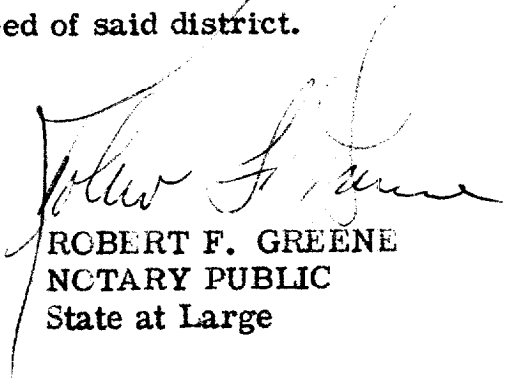
DEPARTMENT OF CHILD WELFARE,
COMMONWEALTH OF KENTUCKY

by 
Director of Institutional Services

STATE OF KENTUCKY)
County of Grant)ss.
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I, Robert F. Greene, a Notary Public in and for the State at Large, do certify that on this day the foregoing Agreement was produced to me by the Bullock Pen Water District in the county aforesaid and acknowledged by Bernard Ervin as Chairman to be the act and deed of said district.

Dated this 7th day of January, 1972.


ROBERT F. GREENE
NOTARY PUBLIC
State at Large

My commission expires February 23, 1972.

