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PUBLIC SERVICE COMMISSION

A G R E E M E N T

THIS AGREEMENT, made and entered into this 18 day of January, 1965, by and between the WESTERN FLEMING COUNTY WATER DISTRICT, acting by and through its Board of Commissioners, hereinafter called "Fleming", and SOUTHERN MASON COUNTY WATER DISTRICT, acting by and through its Board of Commissioners, hereinafter called "Mason", both municipal corporations organized in the State of Kentucky,

WITNESSETH THAT:

WHEREAS, Fleming desires to sell to Mason and Mason desires to buy from Fleming water, the parties agree as follows:

1. Fleming agrees to furnish and sell treated water to Mason through a two (2) inch meter of standard type in use in Fleming, same to be furnished, installed and maintained by Mason, at the following point or points:

At the eastern end of the water main of Fleming on U.S. 68 in or near the community of Fairview, Mason County, Kentucky.

The connection fee is \$6,000.00 and this is to be paid by Mason to Fleming. Said payment to be made immediately when Mason has delivered a bond or bonds to bond purchaser.

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2/ The obligation of Fleming to supply water as agreed upon under paragraph 1 above is limited to the understanding that Fleming shall be required to use reasonable care and diligence in the operation and maintenance of its existing system to prevent and avoid interruption and fluctuation in the supply, that it cannot and does not guarantee that such interruptions and fluctuations will not occur, or that because of emergencies due to breaks, leaks, defects, necessary repairs, fires, strikes, Acts of God, or other causes or unusual demand upon its system there may be periods during which the supply of water may be materially curtailed or interrupted, in which event, Fleming shall not be held liable for failure to supply Mason with its water.

3. Mason agrees to pay 25 cents per 1,000 gallons of water furnished to Mason, as shown by the readings or combined readings of said water or meters through which Fleming shall furnish said water to Mason. Said payments shall be made monthly and within 15 days after receipt of the bill by Mason. Said bills shall be sent Mason on such day as Fleming shall prescribe. In the event Mason fails to make any payment when due, Fleming may in its discretion impose and inflict upon Mason the penalties applicable to delinquent Fleming customers, and may in its discretion suspend service to Mason until said delinquent bill and penalty have been paid.

4. Mason agrees that from the time Mason's line is first constructed and tested at the point or points of supply and a meter or meters through which Mason will acquire water have been installed, Mason will pay a minimum monthly water bill of \$10.00 per month to Fleming.

5. The term of this contract shall be for the period of twenty (20) years, beginning the date of this agreement, and Mason is hereby granted an option to renew or extend this contract for an additional term of twenty (20) years commencing at the end of the original term aforesaid, and no notice of extension is required to be given.

7. It is agreed between the districts that Mason has the right to serve all customers fronting on US 63 east of the point of supply near the community of Fairview.

Signed the day and year first above written by the Chairman and Secretary of the WESTERN FLEMING COUNTY WATER DISTRICT, and by the Chairman and Secretary of the SOUTHERN MASON COUNTY WATER DISTRICT, in multiple copies, each of which shall have the same force and effect as the original.

ATTEST:

WESTERN FLEMING COUNTY WATER DISTRICT

*Robert F. ...*  
Secretary

*R. B. ...*  
Chairman

ATTEST:

SOUTHERN MASON COUNTY WATER DISTRICT

*Samuel A. ...*  
Secretary

*Bill ...*  
Chairman