PARTER FURCHASE CONTRACT SEP 0.9 1994 This contrast for the tale and purchase of water is entend into as of the 13 https://doi.org/10.100/11.0000/11.0000/	· ADA- ETA						RECEIVE	D
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19 <u>CP</u> , between the <u>City of Mt</u> . Sterling, Ky. <u>49353</u> (Address) hereinsiter referred to as the "Seller" and the <u>City of deferencesses in Likeszation RECEIVEI</u> <u>40337</u> (Address) hereinsiter referred to as the "Purchaser", <u>VITNESSETH:</u> Whereas, the Purchaser is reputized and established under the provisions of <u>the statutes</u> <u>differences</u> the Purchaser is reputized and established under the provisions of <u>the statutes</u> <u>differences</u> the Purchaser is reputized and established under the provisions of <u>the statutes</u> <u>differences</u> the Purchaser is reputized and established under the provisions of <u>the statutes</u> <u>differences</u> the Purchaser is reputized and established under the provisions of <u>the statutes</u> <u>differences</u> the Purchaser is reputized and established under the provisions of <u>the statutes</u> <u>differences</u> the Seller owns and operates a water supply distibution system with a capacity currently capable of serving <u>present currowers</u> of the Seller's system and the estimate dumbe of me users to be served by the said Purchaser is a sho whereas, by <u>Recolution</u> <u>No</u> <u>esacted on the <u>12th</u> of <u>Har</u>, <u>19 (9</u>, by the Seller, the sails of water to the Purchaser is a scored with the provisions of the seller. <u>Resolution</u> <u>and attended by the Secretary, ware diff estimated, and</u> Thereas, by <u>Resolution</u> <u>the secletary one difference</u> the <u>Board of Trustace</u> of the purchaser, coasted on the <u>26th</u> <u>day of <u>December</u> <u>19 55</u> the purchaser, coasted on the <u>26th</u> <u>day of <u>December</u> <u>19 55</u> <u>the secretary as differences</u> to the <u>Secretary</u> and differences with the terms as forth is the said <u>Resolution</u> <u>Areas if non the Seller is accordance with the terms as forth is the said <u>Resolution</u> <u>the secretary of addition of the Secretary as differences</u>. <u>19 55</u> <u>the purchaser, coastidentice of the foregoing and the mural agreements bersingter set forth, <u>A. The Seller Agrees</u> 1. (Quality and Quantity) To fundat the Furchaser at the <u>potention</u> <u>Columbian</u> <u>of KENTUCKY</u> this costrect or any re</u></u></u></u></u>				i.			· • • • •	
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1	2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculate	
	at 143 P.S.I. from an existing tem lack main supply at a point located	` ,
	- $ -$	
-	If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, food, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.	
1:	3. (Metering Equipment) To denotification , operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering act more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the months previous to such test in accordance with the percentage of shall be deemed to be the amount of water fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, malers Selfer	
	and Purchaser shall agree upon a different amount. The metering equipment shall be read on <u>monthly</u> An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying	
-	purchaser.	
	4. (Billing Procedure) To furnish the Purchaser at the above address not later than the 10th day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.	
	B. The Purchaser Agrees:	
- . (1. (Rates and Payment Date) To pay the Seller, not later than the <u>20th</u> day of each month, for water delivered in accordance with the following schedule of rates:	
	3.00	
	a. $5 \frac{2}{290}$ for the first <u>748</u> gallons, which amount shall also be the minimum rate per month.	
-	h c 1.2032	,
	b. \$ 1.2032 cents per 1000 gallons for water in excess of748 gallons but	
••• ••	less than gallons.	
	less than <u>5236</u> gallons. c. s <u>1.0694</u> cents per 1000 gallons for water in excess of 5236 cents per 1000 gallons.	
••••	less than <u>5236</u> gallons. 5 1.0694	
	<pre>less than <u>5236</u> gallons. c. s <u>1.0694</u> cents per 1000 gallons for water in excess of <u>5236</u> gallons. d. 3 0.9357 cents per 1000 gallons for water in excess of</pre>	
	 c. s <u>1.0694</u> cents per 1000 gallons for water in excess of <u>5896</u> gallons. d. 3 0.9357 cents per 1000 gallons for water in excess of 14961 gallons, but less than 24684 gallons. PUBLIC SERVICE COMMIS 	SIC
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	 c. s <u>1.0694</u> cents per 1000 gallons for water in excess of <u>5896</u> gallons. d. 3 0.9357 cents per 1000 gallons for water in excess of 14961 gallons, but less than 24684 gallons. PUBLIC SERVICE COMMIS 	SIC
	 iess than <u>5236</u> gallons. c. s <u>1.0694</u> cents per 1000 gallons for water in excess of <u>5896</u> gallons, but less than 14961 gallons d. 3 0.9357 cents per 1000 gallons for water in excess of 14961 gallons, but less than 24684 gallons. PUBLIC SERVICE COMMIS OF KENTUCKY e. \$ 0.8021 cents per 1000 gallons for water in exceller CHYE 24684 gallons, but less than 50120 gallons. 	SIC
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	 Iess than <u>5236</u> gallons. c. s <u>1.0694</u> cents per 1000 gallons for water in excess of <u>5836</u> gallons, but less than 14961 gallons d. 3 0.9357 cents per 1000 gallons for water in excess of 14961 gallons, but less than 24684 gallons. PUBLIC SERVICE COMMIS OF KENTUCKY e. 3 0.3021 cents per 1000 gallons for water in excess of 24684 gallons. e. 4 0.6685 cents per 1000 gallons for water in excess of 50120 gallons, but less than 29491 gallons. f. 4 0.6685 cents per 1000 gallons for water in excess of 50120 gallons, but less than 29491 gallons. g. 3 0.4674 cents per 1000 gallons for water in excess of 94.91 gallons. 	11,
	 c. s <u>1.0694</u> cents per 1000 gallons for water in excess of	11,
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1. (Term of Contract) That this contract shall extend for a term of <u>Sixty</u> years from the date of the initial delivery of any water as shown by the first bill submitted by the Seiler to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.

2. (Delivery of Water) That thirty days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water,

3. (Water for Testing) When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at that time, at a regular rates as in mara 2B, showe.

4. (Failure to Deliver) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.

5. (Modification of Contract) That the provisions of this contract pertaining to the achedule of rates to be paid by

the Purchaser for water delivered are subject to modification at the end of every <u>ORUB(1)</u> year period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.

6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. (Miscellaneous) That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, is writing, of the State Director of the Farmers Home Administration.

8. (Successor to the Purchaser) That in the event of any occurence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> > SEP 2.9 1994

PURSUANT TO 807 KAR 5.011, SECTION 9 (1)

DY: Andrew C. Hall

In witness whereof, the parties hereto, noting under authority of their respective governing bours, have caused this contract to be duly executed in ... thrae _counterparts, each of which shall constitute an original. Seller: City of Mt. Sterling, Ky. Sanard 5. By Mayor Attest: Title 400 Secretary Purchaser: City of Jeffersonville, Ky. 1/2 /n Ű Ï ir 0f of Trustees board Chairman the Title . This contract is approved on behalf of the Farmers Home Administration this _____ ___day_of__ 19 _ .• : By. Title_ . di: PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE SEP 29 1994 PURSUANT TO 807 KAR 5011, SECTION 9 (1) 970 010-201 Gordian C. Mul DY: 60 CC' MISSION ί,