- USUA-FHA Form FHA 442-30 (Rev. 4-19-72)

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into	o as of theday of
19 77 between the Richmond Utility Board, d/b/	
being the Board of Public Works for the City	
Corporation of the Third Class (Addre.	
hereinafter referred to as the "Seller" and the Kingston-Te	rrill Water District whose address is
South Third Street, Richmond, Kentucky 4047	5 RECEIVED
hereinafter referred to as the "Purchaser",	JAN 2 5 1995 AN 24 1995
	PUBLIC SERVICE P.S.C. COMMISSION RATES & RESEARCH DIV.
Whereas, the Purchaser is organized and established under the	·
Code of Kentucky Revised Statutes , for the purp	cose of constructing and operating a water supply distribution
system serving water users within the area described in plans of this purpose, the Purchaser will require a supply of treated water,	now on file in the office of the Purchaser and to accomplish
Whereas, the Seller owns and operates a water supply distribu present customers of the Seller's system and the estimated number in the plans of the system now on file in the office of the Purchase	r of water users to be served by the said Purchaser as shown
Whereas, by motion unanimously adopted No.	enacted on the day
of	
with the provisions of the said motion	
carrying out the said by the and attested by the Secretary, was duly authorized, and	Chairman
Whereas, by resolution of the	
of the Purchaser, enacted on the	
the purchase of water from the Seller in accordance with the terms	set forth in the said resolution
was approved, and the execution of this contract by theChair attested by the Secretary was duly authorized;	man of said Commission OF KENTUCKY., and EFFECTIVE
Now, therefore, is consideration of the foregoing and the mutua	
A. The Seller Agrees:	FEB 06 1995
	the point of Jelivery hereinaftPURSUANTEJOGOAKAR 50th10f SECTION 9 (1)
this contract or any renewal or extension thereof, potable treated	water meeting applicable purity standardoof the Neel
Kentucky Department of Heal	FOR THE PUBLIC SERVICE COMMISSION
in such quantity as may be required by the Purchaser not to excee	d 10,000,000 gallons per month.

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60 D C I minimum				oly constant pressure calculated
R OO F.S.I MITTINGM	from an efficient _	20	inch main s	upply at a point located
on property owned b				
such greater pressure shall breaks, power failure, flood, his provision for such reasons	be borne by the Purch fire and use of water t	aser. Emergency fail o fight fire, earthquak	ures of pressure e or other catastr	Purchaser, the cost of providing or supply due to main supply line ophe shall excuse the Seller from
 (Metering Equipment ecessary metering equipment the quantity of water delivered at not more frequently than 	ment)/To furnish, insta t, including a 'neter ho I to the Purchaser and t once every twelve (12	use or pit, and require o calibrate such meteri ?) months. A meter r	ed devices of star ing equipment whe egistering not mo	xpense at point of delivery, the idard type for properly measuring never requested by the Purchaser re than two percent (2%) above or isclosed by test to be inaccurate
Laccuracy tound by such test	s. It any meter tails to	register for any perio	d, the amount of w	ccordance with the percentage of ater furnished during such period prior to the failure, unless Seller
n appropriate official of the	Purchaser at all reas	he metering equipment onable times shall hav	shall be read on . we access to the	regularly scheduled dat meter for the purpose of verifying
	eller agrees To furnish the Pur Statement of the amount	chaser at the above a of water furnished the	ddress not later (Purchaser during	han the 4th day of
. The Purchaser Agrees:		or water ramined are	- arenaser aaring	are preceding monar.
مروست مناسب ما استعمال المساولات	sent Data). To new the	Saller man later tham	La 10th	day of each month, for water
livered in accordance with the	he following sthedule	of rates:	the	day of each month, for water
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3 XXX 3 XXXXXXXX	DEK KAGAM MASS <u>IXXXXXX</u> XX	K KXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	<u>XXXXX</u> XXXXXXXXX	**************************************
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			54.30 minimur	
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Next 400 cu. Next 5,000 cu.	ft		1.50 per 100 .95 per 100) cu. feet) cu. feet
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Next 5,000 cu.	ft		1.50 per 100 .95 per 100 .80 per 100 .60 per 100	Cu. feet Commission OF KENTUCKY EFFECTIVE FEB 0 6 1995 PURSUANT TO 807 KAR 5.011
Next 400 cu. Next 5,000 cu. Next 5,000 cu. All over 10,000 cu.	ft		1.50 per 100 .95 per 100 .80 per 100 .60 per 100	Cu. feet Cu. feet Cu. feet Cu. feet Cu. feet Cu. feet PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE FEB 0 6 1995 PURSUANT TO 807 KAR 5.011, SECTION 9 (1) Cuden C. Yeel
Next 400 cu. Next 5,000 cu. Next 5,000 cu. All over 10,000 cu.	ft		1.50 per 100 .95 per 100 .80 per 100 .60 per 100	Cu. feet Cu. feet Cu. feet Cu. feet Cu. feet Cu. feet PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE FEB 0 6 1995 PURSUANT TO 807 KAR 5.011, SECTION 9 (1) Cuden C. Yeel
Next 400 cu. Next 5,000 cu. Next 5,000 cu. All over 10,000 cu.	ftftftft	cost, a connection for	1.50 per 100 .95 per 100 .80 per 100 .60 per 100	Cu. feet PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE FEB 0 6 1995 PURSUANT TO 807 KAR 5.011, SECTION 9 (1)

C. It is further mutually agreed between the Seller and the Purchaser as follows:

- 2. (Delivery of Water) That ______ 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, for the new addition.
- 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

- 4. (Failure to Deliver) That the beller 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.
- 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, in 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.
- 9. This Contract supercedes and replaces earlier Contracts between the parties hereto for the sale and purchase of water.
- 10. (Pledge) This Contract is hereby pledged to the United States of America, acting through the Farmers Home Administration, as part of the security for a loan from the United States of America.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

FEB 06 1995

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

BY: <u>Orden</u> C. Kall FOR THE PUBLIC SERVICE COMMISSION

2	ority of their respective governing bodies, have caused this cont ich of which shall constitute an original.
	Seller: Richmond Utility Board d/b/a Richmond Water, Gas & Sewerage Works
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Secretary	Purchaser:
	Kingston-Terrill Water District
	By Dught & Moroth
M A .	Title Chairman
Earl B Baken Secretary	Title
his contract is approved on behalf of the Farmers Home A	Administration thisday of
)	
	Ву
	Title
	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
	FEB 06 1995
	PURSUANT TO 807 KAR 5:011,
	SECTION 9 (1) BY: Orden C. Heel
	BY: <u>Verden C. Mere</u> FOR THE PUBLIC SERVICE COMMISSION