WATER PURCHASE CONTRACT

	(Address)	
hereinafter referred to as the "Seller" and the _		
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c/o W. E. Gorrell, Chai	rman 209 East 4th Street, Russellvil (Address) Kentucky 42276	re,
hereinafter referred to as the "Purchaser",		
	WITNESSETH:	
Whereas, the Purchaser is organized and esta	blished under the provision Chapter 74	of t
SEE of Kentucky	for the purpose of constructing and operating a water supply dist	ributic
system serving water users within the area de this purpose, the Purchaser will require a suppl	scribed in plans now on file in the office of the Purchaser and to acc	omplis
present customers of the Seller's system and the in the plans of the system now on file in the offi	· · · · · · · · · · · · · · · · · · ·	s shov
Whereas, by <u>resolution</u>	Noenacted on the19th	da
ofApril	$\frac{77}{19}$, by the Seller, the sale of water to the Purchaser in acc	ordano
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ofApril with the provisions of the saidCity carrying out the saidresolution and attested by the Secretary, was duly authoriz Whereas, byresolution		ordano
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April with the provisions of the saidCity carrying out the saidresolution and attested by the Secretary, was duly authoriz Whereas, byresolution of the Purchaser, enacted on the19th the purchase of water from the Seller in accordance was approved, and the execution of this contract attested by the Secretary was duly authorized;		ordani contra
April with the provisions of the said		ordano contra
April with the provisions of the said		ordani contra
April with the provisions of the saidCity carrying out the saidresolution and attested by the Secretary, was duly authoriz Whereas, byresolution of the Purchaser, enacted on the19th the purchase of water from the Seller in accordance was approved, and the execution of this contract attested by the Secretary was duly authorized; Now, therefore, in consideration of the foregonal transfer of the Seller Agrees: 1. (Quality and Quantity) To furnish		ordan contra

- 1. (Term of Contract) That this contract shall extend for a term of <u>forty</u> years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller 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.
- 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 schedule of rates to be paid by

the Purchaser for water delivered are subject to modification at the end of every two 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, 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. (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.

10. Purchaser will not sell water to any industrial customer which uses over 100,000 gallons of water per month_without prior approval of seller.

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2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated
at 60 psi from an existing Six inch main supply at a point located On Of Concord Road
Kentucky State Route 79, which point is approximately 1,800 feet southweet
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, flood, 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.
3. (Metering Equipment) To furnish, install, 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 not 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
and Purchaser shall agree upon a different amount. The metering equipment shall be read on each month. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.
4. (Billing Procedure) To furnish the Purchaser at the above address not later than the <u>lst</u> 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 10th day of each month, for water delivered in accordance with the following schedule of rates:
a. \$ 3.25 for the first 2,000 gallons, which amount shall also be the minimum rate per month.
b. \$ <u>1 17</u> cents per 1000 gallons for WARKMXXXXXXXX 5,000 gallons XXX
IX%XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
c. \$ 1 04 cents per 1000 gallons for WANNING WAY 15,000 gallons.
d. \$ 0.91 cents per 1,000 gallons for next 25,000 gallons.
e. \$ 0.78 cents per 1,000 gallons for next 53,000 gallons.
f. \$ 0.455 cents per 1,000 gallons for water in excess of 100,000 gallons.
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2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system
of the Purchaser, the sum of (actual cost) dollars which shall cover any and all costs of the Seller for installation
of the metering equipment and tapping of six-inch water main and all necessary equipment.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused to be duly executed in _____ counterparts, each of which shall constitute an original. Seller: City of Russellville, Kentu Attest: Purchaser: East Logan County Water District Attest: This contract is approved on behalf of the Farmers Home Administration this ____