

- CONTRACT FOR PURCHASE OF TREATED WATER -

THIS CONTRACT, made and entered into this 21st day of January, 1964, by and between PULASKI COUNTY WATER DISTRICT NO. 1, (hereinafter sometimes referred to as "Water District" or "District"), a Water District duly organized and existing pursuant to the provisions of Chapter 74 of the Kentucky Revised Statutes, acting by and through its Commission as its duly authorized and empowered governing body, and KENTUCKY WATER SERVICE COMPANY, INC., hereinafter sometimes referred to as "Water Company"), a Kentucky corporation, acting pursuant to authority and direction heretofore granted by its Board of Directors as its duly authorized and empowered governing body;

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 22 1994

W I T N E S S E T H:

PURSUANT TO 807 KAR 5.011,
SECTION 2(1)
FOR THE PUBLIC SERVICE COMMISSION

That WHEREAS, Kentucky Water Service Company, Inc., is a Kentucky corporation engaged in the acquisition, treatment, distribution, and sale of pure and potable water, and is presently serving the City of Somerset, Kentucky and the environs thereof (but not the area encompassed by the geographic boundaries of Pulaski County Water District No. 1), and said Water Company has adequate facilities and water capacity in and about the area of Somerset, Kentucky, to sell treated water on a substantial basis to said District; and

WHEREAS, Pulaski County Water District No. 1 was established by the Pulaski County, Kentucky, Court on January 19, 1959,

for the purpose of furnishing an adequate supply of pure and potable water for domestic, culinary, agricultural, commercial, and industrial use in said District and its vicinity; and in carrying out said public purposes, said District has entered into a Loan Agreement with the Housing and Home Finance Agency of the United States of America (identified as Project No. PFL-KY-482; Contract No. H-302-1682), whereby said District has obtained from said Federal Agency a commitment to purchase the District's \$140,000.00 Waterworks System Revenue Bonds, on terms which are very advantageous to the District, and said District has also obtained a Federal Grant for \$155,000.00 under the provisions of the Federal Accelerated Public Works Program to provide remaining project costs; and

WHEREAS, it is required by said Loan Agreement that the District enter into a contract with said Water Company, whereby said Water Company will agree to furnish adequate water to said District for a period of not less than thirty (30) years, and it is, therefore, appropriate that this Contract now be consummated;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND UNDERTAKINGS HEREBIN DESCRIBED, THE PARTIES HERETO HEREBY COVENANT AND AGREE, EACH WITH THE OTHER, AS FOLLOWS:

Section 1. Kentucky Water Service Company, Inc., hereby covenants and agrees to sell to Pulaski County Water District No. 1 a volume of pure, treated water which shall not exceed three hundred sixty thousand (360,000) gallons per day (being a pumpage of 250 gallons per minute for a 24-hour period), the price of said water to be in accordance with the following schedule:

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

BY: *[Signature]*

RATE (net)

FIRST	1,000 gallons used per month	- \$2.50 (Minimum)
Next	1,000 gallons used per month	- .95 per M gallons
Next	4,000 gallons used per month	- .90 per M gallons
Next	19,000 gallons used per month	- .80 per M gallons
Next	25,000 gallons used per month	- .75 per M gallons
Next	25,000 gallons used per month	- .65 per M gallons
Next	25,000 gallons used per month	- .55 per M gallons
Next	100,000 gallons used per month	- .40 per M gallons
All Over	200,000 gallons used per month	- .35 per M gallons

MINIMUM MONTHLY CHARGES

5/8 or 3/4 inch meter	- \$ 2.50
1 inch meter	- 3.35
1-1/4 or 1-1/2 inch meter	- 3.85
2 inch meter	- 4.60
3 inch meter	- 7.10
4 inch meter	- 10.60
6 inch meter	- 20.10

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PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: *[Signature]*
FOR: *[Signature]*

Service will be supplied under Company's General Rules & Regulations.

* * * * *

It is hereby acknowledged by Pulaski County Water District No. 1, that 360,000 gallons of pure and treated water per day is adequate for the present and foreseeable needs of the District. The foregoing schedule of rates for treated water furnished by Kentucky Water Service Company, Inc., is stated by Water Company to be its approved, commercial schedule for treated water.

Section 2. District hereby covenants and agrees to cause to be constructed an adequate reception and pumping facility to receive said purchased water from Water Company. Said pumping and

reception facility shall have a minimum capability of pumping treated water at the rate of two hundred and fifty (250) gallons per minute and shall be constructed in full compliance with regulations, standards, and requirements of the Kentucky State Department of Health and any other public agencies having regulatory jurisdiction thereof. Said pumping and reception facility shall be constructed at the location noted on that certain site plan prepared by the District's Consulting Engineers, which is appended hereto as "Exhibit A." and said location is hereby expressly approved and consented to by Water Company.

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Section 3. This Contract shall remain in full force and effect for a term of thirty (30) years from May 1, 1963, said expiration date being May 1, 1993. It is acknowledged by the parties hereto that May 1, 1993, will be the date of the final maturity of the Waterworks System Revenue Bonds to be issued by the District in accordance with the governmental Loan Agreement hereinabove particularly identified.

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PURSUANT TO 807 KAR 5011

SECTION 10.63(1) said

BY: _____

Section 4. In the event the water needs of said District should exceed three hundred sixty thousand (360,000) gallons per day, Water Company will endeavor to provide adequate service to the District to the extent necessary, but cannot unqualifiedly covenant to do so. As noted aforesaid, it is acknowledged that 360,000 gallons of water per day is at this time in excess of present and foreseeable water needs of the District. Sums due and payable from the District to the Water Company for purchase of treated water on the basis aforesaid, shall be due and payable at the same time and in the same manner as other commercial accounts of Kentucky Water Service Company, Inc., in the Somerset, Kentucky, area.

Section 5. This contract shall inure to the benefit of, and shall be binding upon the parties hereto, and their successors in interest, grantees, assignees, and transferees.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

PULASKI COUNTY WATER DISTRICT NO. 1

(SEAL)

By *Theo H Diehl*
THEO. H. DIEHL
Chairman of the Commission

ATTEST:

Louie Phelps
LOUIE PHELPS
Secretary of the Commission

* * * * *

KENTUCKY WATER SERVICE COMPANY, INC.

(SEAL)

By *M E Graybeal*
M. E. GRAYBEAL
Vice President

ATTEST:

Cornelius W. Grafton
CORNELIUS W. GRAFTON
Secretary

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

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PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: *Judith A. [Signature]*
FOR THE PUBLIC SERVICE COMMISSION

STATE OF KENTUCKY }
COUNTY OF PULASKI } SS

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this day the foregoing Contract For Purchase of Treated Water was produced before me in my

said County and State by (Theo. H. Diehl) as Chairman of the Commission, and Louis Phelps as Secretary of the Commission, of PULASKI COUNTY WATER DISTRICT NO. 1, a Water District duly organized and existing under and by virtue of the provisions of Chapter 74 of the Kentucky Revised Statutes, a party thereto, being both personally known to me and known personally by me to be such officers, and to be the same persons who executed as such officers, respectively, the within and foregoing instrument of writing, and such persons duly acknowledged the execution of the same to be their voluntary act and deed as such officers of said Pulaski County Water District No. 1, and the official act and deed of said Pulaski County Water District No. 1 by and through them as its duly authorized officers.

WITNESS my hand and Notarial Seal this 20 day of January, 1964. My commission expires October 17, 1967.

(SEAL)

John Gilman Ralston
 Notary Public
 Pulaski County, Kentucky
 PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE

STATE OF KENTUCKY)
) SS
 COUNTY OF JEFFERSON)

SEP 22 1994

PURSUANT TO 807 KAR 5011,
 SECTION 3 (1)

BY: John Gilman Ralston

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this day the foregoing Contract For Purchase of Treated Water was produced before me in my said County and State by M. E. Graybeal, as Vice President, and Cornelius W. Grafton as Secretary, of KENTUCKY WATER SERVICE COMPANY, INC., a Kentucky corporation and a party thereto, being both personally known

to me and known personally by me to be such officers, and to be the same persons who executed as such officers, respectively, the within and foregoing instrument of writing, and such persons duly acknowledged the execution of the same to be their voluntary act and deed as such officers of said Kentucky Water Service Company, Inc., and the official act and deed of said Kentucky Water Service Company, Inc., by and through them as its duly authorized officers.

WITNESS my hand and Notarial Seal this 21st day of
Notary Public, State At Large, Ky.
January, 1964. My commission expires My commission expires May 22, 1965.

(SEAL)


Notary Public
Jefferson County, Kentucky


THIS INSTRUMENT PREPARED BY THE
UNDERSIGNED, ATTORNEY AT LAW, OF
GRAFTON, FERGUSON & FLEISCHER
ROOM 403—310 WEST LIBERTY ST.
LOUISVILLE, KENTUCKY


SPENCER H. HARPER, JR.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 22 1964

PURSUANT TO 807 KAR 5:011,
SECTION 3 (1)

BY: 
FOR THE PUBLIC SERVICE COMMISSION

STATE OF Kentucky

COUNTY OF Pulaski

The foregoing Service Agreement was produced to me and signed and acknowledged before me by L B Dodson VP, and attested by Shae E. Utley Jr. Secretary, for and on behalf of Kentucky Water Service Company, Inc., and acknowledged by each of them to be the voluntary act and deed of said corporation and the duly authorized act and deed of each of said corporate officers serving in the aforesaid capacities this 17 day of January, 1980.

Marie C Lucas
NOTARY PUBLIC
My Commission Expires: 5-13-81

STATE OF Florida

COUNTY OF Monroe: SCT

The foregoing Service Agreement was this day produced to me and signed and acknowledged before me by L. C. Henry, Jr., as Chairman of the Pulaski County Water District #1, Science Hill, Kentucky, to be the voluntary act and deed of said water district and the duly authorized act and deed of the aforesaid Chairman acting in his capacity aforesaid, this 21 day of January, 1980.

Albert J. Neal
NOTARY PUBLIC
My Commission Expires: Aug 21-1983

STATE OF KENTUCKY

COUNTY OF PULASKI: SCT

The foregoing Service Agreement was this day produced to me and signed and acknowledged before me by J. D. Phelps as Secretary of the Pulaski County Water District #1, Science Hill, Kentucky, to be the voluntary act and deed of said water district and the duly authorized act and deed of the aforesaid Secretary acting in his capacity aforesaid, this ___ day of January, 1980.

Vernie Vaughn
NOTARY PUBLIC
My Commission Expires NOVEMBER 22, 1983
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

THIS INSTRUMENT PREPARED

By: _____ Attorney
LAW OFFICES OF JOHN G. PRATHER

SEP 22 1984

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: John G. Prather
FOR THE PR