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vanceburg, a	"Purchaser"	(Address)		MAY - 3 1 - 1988 ·
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ode of <u>Kentucky</u>	HOVLEOG STATI	uton for the purpose of construct	ting and operating a wat	er supply distribution
ystem serving water users	within the area desc	ribed in plans now on file in the	he office of the Purchas	er and to accomplish
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t 40 pounds from an existing 2001 [4] inch main supply at a point located appion mately four miles East of Vanceburg, Kentucky, on the South side of Kentucky Highway, No. 10, directly, opposite Sellers pumping and treatment stasuch 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, parthquake 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

four (4)

three (3) _months previous to such test in accordance with the percentage of shall be corrected for the . inaccuracy found by such tests. If any meter 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, unless Seller

15th of each month and Purchaser shall agree upon a different amount. The metering equipment shall be read on _ An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

(Billing Procedure) To furnish the Purchaser at the above address not later than the . first dav of each month, with an itemized statement of the amount of water furnished the Purchaser during the proceeding month.

Β. The Purchaser Agrees:

of the metering equipment and

40 pounds

at

1. (Rates and Payment Date) To pay the Seller, not later than the **15th** day of each month, for water delivered in accordance with the following schedule of rates:

XXXABABABABABABABABABABABABABABABABABA

Thirty-fivecents per 1000 gallons for water in the context and the context of the

bypass.

2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system \$1,200.00 of the Purchaser, the sum of dollars which shall cover any and all costs of the Seller for installation

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

1. (Term of Contract) That this contract shall extend for a term of ______ 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.

60

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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.

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

flat charge of \$ ______ which will be paid by the contractor or, on his failure to pay, by the Purchaser.

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 ______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.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in ______ Fire____ counterparts, each of which shall constitute an original. Seller: Vancoburg Utility Commission ceden! Βy Attest: Title __ Chairman Secretary Purchaser: Black Oak Water Association, Inc. By Prosident Attest: Title . Secretary This contract is approved on behalf of the Farmers Home Administration this ______ day of _____ 19 _____. By Martin &. Williams Title Chief Communit, programs This contract was approved and ratified by the City Council of the City of Vanceburg, Kentucky, by a resolution enacted at a regular meeting of the Council hold on the 34th day of July, 1972. CITY OF VANCEBURG \mathcal{D} . avor ATTEST: 35 010-201

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