

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the _____ day of _____, 1994, between the Pineville Water System, P.O. Box 277, Pineville, Kentucky 40977, hereinafter referred to as the "Seller" and the Green Hills Water District, Bledsoe, Kentucky 40810, hereinafter referred to as the "Purchaser".

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WITNESSETH:

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Whereas, the Purchaser is organized and established under the provisions of Chapter 74 of the Code of Kentucky Revised Statutes, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
Shawn O. Bell
SECRETARY OF THE COMMISSION

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

Whereas, by Resolution No. _____ enacted on the 6th day of April, 1994, by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said Resolution was approved, and the execution of this contract carrying out the said Resolution by the Chairman and attested by the Secretary, was duly authorized, and

Whereas, by Resolution of the Board of Commissioners of the Purchaser, enacted on the _____ day of _____, 1994, 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 the Chairman, and attested by the Secretary was duly authorized;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The Seller Agrees:

1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Kentucky Public and Semi Public Drinking Water Regulations (401 KAR 8:010-

401 KAR 8) in such quantity as may be required by the
Purchaser not to exceed 2,000,000 gallons per month.

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2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated at 40 psi from a proposed six (6) inch main supply at a point located on Highway 221 near the Bell-Harlan County Line. 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.

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SECRETARY OF THE COMMISSION

3. (Metering Equipment) To operate, and maintain at seller's expense at point of delivery, the necessary metering equipment and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser. Purchaser shall pay the expenses associated with testing and calibrating the meter once a year. 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 two (2) months previous to such test in accordance with the percentage of 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 and Purchaser shall agree upon a different amount. The metering equipment shall be read on or about the 10th day of 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 first 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. \$1,750.00 for the first 1,000,000 gallons, which amount shall also be the minimum rate per month.

b. \$1.75 per 1000 gallons for water in excess of 1,000,000 gallons.

2. (Connection Fee) In lieu of a connection fee to connect the Seller's system with the system of the Purchaser,

Seller will arrange for and pay the cost of installation of a meter house or pit and furnish and install the necessary metering equipment to meter purchases by Purchaser's.

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

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1. (Term of Contract) That this contract shall extend for a term of fifty (50) 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.

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BY Stephen O. Bell
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2. (Delivery of Water) That thirty (30) 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 the Seller completes construction to the point of delivery and when requested by the Purchaser, the Seller will make available to the contractor at the point of delivery, 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 \$1.75 per 1000 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 one (1) year period. Any increase or the decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder. Other provisions of this contract may be modified or altered by mutual agreement. Seller agrees that any adjustment of Purchaser's rates shall be in the same proportion as the adjustment to all of Seller's other "outside the city" use.

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 occurrence 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 Administrator of the Rural Development Administration (RDA) as part of the security for loans made by the Rural Development Administration to the Seller and Purchaser.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in five (5) counterparts, each of which shall constitute an original.

Seller:

Pineville Water System

By *John Rowland*

Title Chairman

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Attest:

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Secretary

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Purchaser:

BY: *Stephan D. Bell*
SECRETARY OF THE COMMISSION

Green Hills Water District

By *Linda G. Harmon*

Title Chairman

Attest:

Nettie Mae Burkhardt
Secretary

This contract is approved on behalf of the Farmers Home
Administration this ____ day of _____, 1994.

By _____

Title _____

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SECTION 9(1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION