

THIS CONTRACT entered into this the 17 day of October, 1978, by and between Southeast Daviess County Water District, of Daviess County, Kentucky, a District organized under the provisions of KRS, Chapter 74, hereinafter called PARTY OF THE FIRST PART, and the City of Whitesville, Kentucky, a municipal corporation, hereinafter called PARTY OF THE SECOND PART.

WITNESSETH: THAT WHEREAS, the Party of the First Part is authorized by the statutes of Kentucky to operate a water district in Daviess County, Kentucky, for the purpose of supplying water within said district, and

WHEREAS, the Party of the Second Part is desirous of purchasing from the Party of the First Part water to supply its water system, and

WHEREAS, the parties hereto have agreed upon the following terms and conditions pursuant to which the Party of the First Part shall sell and the Party of the Second Part shall purchase water to be distributed to its customers,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is covenanted and agreed between the parties hereto as follows:

1. The Party of the First Part agrees to sell and the Party of the Second Part agrees to purchase water for supplying the Party of the Second Part's customers for the term of this contract, said water to be of the same quality as supplied to the Party of the First Part's other customers.

2. The Party of the First Part shall furnish water to the Party of the Second Part at the per diem rate of 55¢ per 1,000 gallons for the first 250,000 gallons of water sold by the Party of the First Part and purchased by the Party of the Second Part, and at the per diem rate of 66.5¢ per 1,000 gallons on all gallonage over 250,000 gallons of water sold by the Party of the First Part and purchased by the Party of the Second Part.

In the event that the City Utility Commission of the City of Owensboro, Kentucky, increases the water rate to the Party of the First Part, then in that event, the Party of the First Part shall be allowed to increase its per diem water rate at 11.5¢ per 1,000 gallons over the per diem rate which is charged by the City Utility Commission of the City of Owensboro, Kentucky, on the first 250,000 gallons of water sold by Party of the First Part to Party of the Second Part, and that on all gallonage above 250,000 gallons sold by Party of the First Part to Party of the Second Part, the Party of the First Part shall be allowed to increase its per diem water rate at 23¢ per 1,000 gallons over the per diem rate which is charged by the City Utility Commission of the City of Owensboro, Kentucky.

3. The Party of the First Part shall deliver water to the Party of the Second Part's line at a point at the intersection of Kentucky Highway 54 and the Jack Hinton Road.

4. It is understood by the parties hereto that the Party of the Second Part shall install a meter at the intersection of Kentucky Highway 54 and the Jack Hinton Road, and it is understood that said meter shall be tested once every three (3) years, and the parties hereto shall share equally the cost of testing said meter. Either party shall have the option to test said meter at any time; however, the party requesting said testing shall be responsible for the cost of the testing.

5. The Party of the Second Part covenants that it will install in a good and workmanlike manner its entire system; that it will establish reasonable rules and regulations governing the installation of the water system of its customers and that it will maintain and operate said system in accordance with the rules and regulations of the public health authorities of the Commonwealth of Kentucky and of Daviess County, Kentucky.

6. This contract shall continue in full force and effect for a period of five (5) years from the date of said agreement and shall continue thereafter from year to year. Either party

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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BY \_\_\_\_\_  
PUBLIC SERVICE COMMISSION MANAGER

hereto may, at its option, after the five-year period, terminate this contract by giving two (2) years notice.

7. It is understood that the Party of the First Part shall bill the Party of the Second Part on a monthly basis.

8. This contract contains the entire agreement between the parties hereto, and there are no covenants, representations, warranties, or other terms or conditions affecting the construction, performance, or effectiveness of this contract except as stated herein.

9. This contract shall extend to and bind the parties hereto and their respective successors and assigns; provided, however, that neither party hereto shall assign this contract without the written consent of the other party hereto.

10. The Party of the First Part shall not be liable for any loss or damage occasioned by non-delivery of water under this contract caused by acts of God, fire, flood, explosion, strike, labor disputes, civil or military authority, insurrection or riot, acts of the elements, failure of equipment, or any other cause, whether similar or dissimilar, which is beyond the Party of the First Part's reasonable control. The Party of the First Part will exert every effort to assure continuity of the supply of water to the Party of the Second Part and to remove any of the said causes for non-delivery of water with diligence.

11. All notices under this agreement shall be in writing and may be delivered in person to the Chairman of the Commissioners of the Southeast Daviess County Water District or to the Mayor of the City of Whitesville, or sent by mail to either party hereto at their respective addresses.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument as of the date first herein written.

SOUTHEAST DAVIESS COUNTY WATER DISTRICT

By John D. Reid  
Chairman

ATTEST:

D. P. Draper  
Secretary

OFFICE OF THE COMMISSIONER  
OF KENTUCKY

SEP 18 1959

SECTION 9.10  
UNITED STATES COMMISSIONER MANAGER

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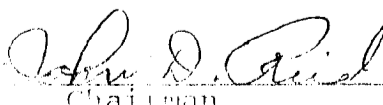
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SOUTHEAST DAVIESS COUNTY WATER DISTRICT

  
Chairman

PUBLIC SERVICE COMMISSION  
RESOLVE

SEP 18 1980

PUBLIC SERVICE COMMISSION MANAGER

CITY OF WHITESVILLE, KENTUCKY

By Robert C. Howard, Mayor

ATTEST:

Rose Crowe, Clerk



PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
FRICK BLDG

SEP 18 1933

RECEIVED BY KRM 5:01 P.M.  
AUG 19 1933  
By Ray L. Latta  
PUBLIC SERVICE COMMISSION MANAGER