

CONTRACT

THIS CONTRACT made and entered into on this the 21st day of June, 1984, by and between the ELECTRIC AND WATER PLANT BOARD OF THE CITY OF FRANKFORT, KENTUCKY, a governmental agency of the City of Frankfort, Kentucky, having the powers granted by Section 96.171 et. seq., Kentucky Revised Statutes, hereinafter referred to as "Board", and the U. S. 60 WATER DISTRICT of FRANKLIN AND SHELBY COUNTY, KENTUCKY, hereinafter referred to as "District";

WITNESSETH, that the parties hereto have, and do agree between themselves as follows:

1. The Board will make available to the District water in such quantity and at such pressure as it may have in its main at the hereinafter designated service connection at the time of use but not to exceed more than 150 gallons per minute or six million gallons per month, with, however, pumping from the main, to be at regular pumping periods at the time or times designated by the Board.
2. The Board shall have the option to furnish electric power for all the uses of the District at the existing published rates of the Board at time of service.
3. The Board under this contract is obligated to make water available only to the facilities of the District.
4. The Board in agreeing to furnish water to the District is acting on a friendly and neighborly basis, and in an effort to assist the residents of the District to have water service, and the District shall have the right to cancel and terminate this contract at any time it desires on sixty (60) days written notice to the Board.
5. The Board under this contract has, and assumes no obligation whatever to furnish satisfactory quantity or pressure for any particular service such as irrigation, fire protection, industrial or commercial use.
6. The District shall at all times pay the rates and charges for water as exist at the time of delivery of water prescribed under the then existing published rates, rules and regulations of the Board.
7. The Board shall deliver and make such water available to the District at the end of its existing line in or near Bridgeport, Kentucky. It will furnish through a meter or meters of the size and type specified by the Board, which shall be furnished by the Board at the cost of the District, and the cost of installation and maintenance of such meters shall be by the Board at the cost of the District. Such meter or meters shall be located at such point or points as the Board shall designate. Said meter or meters shall remain the property of the Board, and subject to maintenance, inspection and testing by the Board at the cost of the District. If water be pumped by the district from said main, any such pump shall be of the size determined by the Board, and located where and operated as the Board shall direct.

8. The obligation of the Board to supply water hereunder is further limited by the understanding that the Board shall only be required to use reasonable care and diligence in the operation and maintenance of its existing system to prevent and avoid interruptions and fluctuations in the supply, and that it cannot and does not guarantee that such interruptions and fluctuations will not occur, or that because of emergencies due to breaks, leaks, defects or necessary repairs to its facilities, or the normal demand on its system, or fires, strikes, acts of God or other causes there may not be periods during which the supply may be curtailed or interrupted.

9. The present Rates, Rules and Regulations of the Board relating to water service are attached hereto and made a part hereof. Whenever feasible and practical the Board shall give the District sixty (60) days advance notice of any rate increase. In the event that the Board, at its sole discretion, determines that said 60 day notice is not feasible or practical, the Board shall notify the District of any such rate increase in as timely a manner as is possible.

10. It is further mutually agreed and understood by and between the parties hereto that this contract is for a term of 40 years from this date, with an option to renew for an additional period of 20 years, provided the Plant Board continues to be in operation during this time period.

IN TESTIMONY WHEREOF, The parties hereto and executed this contract by and through their respective representatives duly authorized so to you on this the 21 day of June, 1984.

ATTEST:

ELECTRIC AND WATER PLANT BOARD OF THE CITY OF FRANKFORT, KENTUCKY

Heleen F. Holmes
SECRETARY

BY James A. Moore
CHAIRMAN

U.S. WATER DISTRICT OF FRANKLIN AND SHELBY COUNTIES, KENTUCKY

ATTEST:

Ronald Blain
SECRETARY

BY James W. Mudd
CHAIRMAN

*From His Concurrence
David R. King
Committee & Business Program
10-9-85*