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C O N T R A C T

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THIS CONTRACT, made and entered into, by and between the City of Richmond, Kentucky, through its Board of Public Utilities, known as the Richmond Water, Gas and Sewerage Works, as the party of the First Part, and the Waco Water District, acting by and through its Board of Commissioners, as the party of the Second Part,

WITNESSETH: That whereas, the City of Richmond, through its Board of Public Utilities, known as the Richmond Water, Gas and Sewerage Works, operates a water distribution system and

Whereas, the source of water supplying said system is to be increased by the construction of a water line from the Kentucky River to the City of Richmond which water line will run near or through or adjacent to the Waco Water District at or near College Hill, Kentucky and at or near Clouse's Lane, and

Whereas, the Waco Water District is attempting to construct a water distribution system in Madison County and desires to purchase water from the City of Richmond and from the aforesaid Board of Public Utilities if and when said Waco Water District completes its project and

Whereas, the said Board of Public Utilities of the City of Richmond desires to sell water to the Waco Water District,

NOW, THEREFORE, IT IS COVENANTED AND AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The City of Richmond, acting through said Board, does hereby promise and agree to furnish and sell treated water to the Waco Water District.
2. The Waco Water District shall pay for such treated water at the prevailing city rates.

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SECTION 9 (1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

3. The City of Richmond by and through its Board of Public Utilities agrees to furnish treated water to the Waco Water District at a point near College Hill, Kentucky and at a point near near Clouse's Lane (with both points being fixed by Ballard H. Luxon, III, Civil Engineer), said connection to be installed at Waco Water District's expense, in such quantities as may be required by said Waco Water District, if and when said Waco Water District can construct a water distribution system in Madison County.

4. The obligation of said Board to supply water as agreed upon under the paragraph next above is limited to the understanding that the said Board shall be required to use reasonable care and diligence in the operation of and maintenance of its water supply system to prevent and avoid interruption or fluctuation in the supply; that it cannot and does not guarantee that such an interruption or fluctuation will not occur; that because of emergency due to breaks, leaks, defects, necessary repairs, fires, strikes, acts of GOD, or other causes or unusual demands upon its system there may be periods during which the supply may be materially curtailed or interrupted, in which event, said Board shall not be held liable for failure to supply said District with its needs. However, said Board is to use diligence in removing the cause of interruption or suspension.

5. The water furnished to said Waco Water District shall be through a six (6) inch compound meter or meters which will be paid for, installed and maintained by the Waco Water District.

6. The term of this Contract shall be for a period of Twenty (20) Years, beginning on that date on which the Waco Water District has completed and has ready for use its distribution system and the Waco Water District is hereby granted an option to renew or extend this Contract for an additional term of Twenty (20) Years, commencing at the end of the original term, afore-

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said, no notice of extension is required to be given. The Waco Water District hereby agrees that during the term of this Contract or of any renewal thereof, it shall purchase water from the Richmond Water, Gas and Sewerage Works only and from no other source of supply.

7. The Waco Water District agrees to pay for water furnished to it at the rate herein called for as shown by the reading or combined readings of said meter or meters through which water is furnished to said District under this Contract. Said payments shall be made monthly and within fifteen (15) days after receipt of a statement by said District. Said statement shall be sent to said District on such date as said Board shall prescribe. In the event said District fails to make any such payment when due, said Board may in its discretion impose and inflict upon said District the penalties applicable to delinquent customers of said Board and may in its discretion suspend service to said District until said delinquent payments and penalties have been paid.

8. This Contract shall be binding upon the parties hereto or their assigns or their successors in interest or their successors in operation.

IN TESTIMONY WHEREOF, this Contract is executed by the City of Richmond, by and through its said Board of Public Utilities known as the Richmond Water, Gas and Sewerage Works and by the Waco Water District on this the 22nd day of January, 1965, in multiple copies, each of which shall have the same force and effect as the original.

RICHMOND WATER, GAS and SEWERAGE WORKS

By: /S/ Caperton Burnam PUBLIC SERVICE COMMISSION
OF KENTUCKY
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/S/ Harold Park

/S/ Harry McCord FEB 06 1995

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WACO WATER DISTRICT BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

By: /S/ Jack Ginter

/S/ Harold K. Botner

/S/ James I. Wagers

The execution of this Contract was authorized and approved by the Common Council of the City of Richmond at a meeting held on the 25th day of January, 1965.

/S/ Chester Luxon
Mayor
City of Richmond, Kentucky

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FOR THE PUBLIC SERVICE COMMISSION