

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is made and entered into this 23rd day of July, 1999, by and between the City of Danville, Kentucky, a municipal corporation of the third class, sometimes hereinafter referred to as "Seller", and Garrard County Water Association, Inc., hereinafter referred to as "Purchaser";

W I T N E S S E T H

WHEREAS, the Seller owns and operates a water supply distribution system and desires to sell water to the Purchaser; and

WHEREAS, the Purchaser desires to purchase water from the Seller, and

WHEREAS, resolutions have been duly enacted by each of the governing bodies of the respective parties hereto, which resolutions approved the terms and provisions of this agreement and do further authorize the respective representatives of each party to execute this agreement.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual promises and agreements contained herein, the parties hereby do now agree to the following terms and conditions:

1. The term of this contract shall be for a period of 45 years, commencing on or before the first day of October, 1999, and ending on the first day of October, 2044.

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2. The Seller agrees to furnish the Purchaser at the point of delivery specified and set forth on Addendum a (attached hereto and incorporated by reference) during the term of this contract treated water suitable for human consumption and meeting applicable purity and safety standards, in a quantity not to exceed 300,000 gallons per day, 9,000,000 gallons per month. The Purchaser specifically agrees and covenants to purchase from Seller during the term set forth above and not exceeding the limits set forth above, unless a written agreement is had to the contrary.

3. The water to be sold hereunder will be furnished at a point set forth in the attached addendum. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the costs and means of providing such greater pressure shall be the responsibility of the Purchaser. It shall be the expense and the responsibility of the Purchaser to (a) construct and maintain any line or lines beyond the point of delivery, (b) purchase and install a water meter and necessary appurtenant facilities consistent with the specifications directed by the Seller's City Engineer, and (c) provide the hook-up or connection at the point of delivery, but subject to the supervision and the approval of the Seller's City Engineer.

4. The water purchased and sold under this agreement shall be delivered by Seller at the above-stated point of delivery and shall pass through and be measured by a meter capable and sufficient to measure the quantity of water so delivered. It shall

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be the expense and responsibility of the Purchaser to furnish, install, and maintain the necessary metering equipment, the same to be determined by the Seller's City Engineer, and any required devices of standard types for property measuring the quantity of water delivered to the Purchaser and the responsibility of the Seller to calibrate and test for accuracy such metering equipment annually, or at such other times that are reasonably requested by either party. A meter registering not more than 2% above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by tests to be inaccurate shall be corrected for the six (6) months previous to such tests in accordance with the percentage of inaccuracy found by such tests.

If any meter fails to register for any period, the amount of water delivered in the corresponding period immediately prior to the failure shall be considered the amount consumed, unless the Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on a regular basis, but not less than once every month. An appropriate official or representative of the Purchaser shall at all reasonable times have access to the meter for the purpose of verifying its readings.

5. The Purchaser agrees to pay to Seller for water delivered in accordance with the following rate schedule based on monthly consumption:

Quantity  
(Cu Ft)

Rate  
(\$/100 Cu Ft)

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First	20,000 cu ft	\$1.68
Next	80,000 cu ft	\$1.44
Next	100,000 cu ft	\$1.20
Next	300,000 cu ft	\$1.06
All over	500,000 cu ft	\$0.86

6. In addition to the foregoing schedule of rates, the Purchaser shall further pay to Seller a surcharge of twenty percent (20%) to be added to the total water bill (not including any applicable taxes or fees).

HOWEVER, the parties understand and agree that if at any time during the term of this agreement the rate charged to other wholesale consumers, including other municipalities, independent water districts, or privately owned water companies, are modified, either increased or decreased, the rate of charge to the Purchaser shall automatically be modified to conform to such rates; similarly, it is agreed and understood that in the event the amount of the surcharge which is charged to all wholesale customers outside the city limits of Seller, is modified, then the rate of surcharge unto Purchaser shall automatically be modified to conform with such surcharge rate. It is understood and agreed by the parties that modification of the water purchase rate and the surcharge thereon shall be at the discretion of the Seller, City of Danville. The City of Danville shall be required to give a written five (5) month advance notice of any rate increase and comply with any applicable Public Service Commission rulings.

7. The Purchaser shall not consume more than the monthly limit without written permission from the Seller except in the case

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of an emergency. If an emergency so arises, it shall be the duty of the Purchaser to immediately notify the Seller by telephone of such said emergency and its expected duration and then to follow-up the said telephonic notice with written notice within 24 hours served by certified mail, return receipt requested and that this exception does not apply if the reason for the emergency is due to drought or otherwise lack of rain.

8. Payment for such water delivered shall be made promptly and in accordance with the regular billing policy of the Seller, which shall from time to time, be in effect. The Seller shall furnish Purchaser with an itemized statement of the amount of water furnished the Purchaser during the proceeding period for which the meter was read.

9. The Seller will at all times operate and maintain its system to the point of delivery to Purchaser in a state of reasonable repair and will take such reasonable action as may be necessary to furnish the Purchaser with the quantities of water heretofore set forth. Temporary or partial failure to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or if 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 other customers located outside its corporate limits is reduced or diminished. Seller will afford priority to customers

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within the City of Danville. The obligation of the Seller to supply water is limited, however, by the understanding that while the Seller shall use reasonable care and diligence in the operation and maintenance of its existing system to prevent and avoid interruptions or fluctuations in supply, that nevertheless the Seller does not guarantee that such interruptions and fluctuations will not occur. The parties agree that the Seller shall not be liable for the curtailment of supply due to emergencies, breaks, leaks, defects, necessary repairs, fires, strikes, acts of God, or other causes of unusual demand upon its system. Further, in the event of fire, storm, war, acts of God, or other emergencies, the Seller's City Manager may, without liability attaching to the Seller, and without notice, reduce or temporarily discontinue such water supply. In the event the Seller's City Manager shall be absent from the City of Danville, or be for any reason incapacitated, his power to order reduction or cessation of supply shall vest in the City of Danville's Fire Chief, or if he shall be absent or incapacitated, then in the Seller's City Engineer. In either event, the official determination of emergency shall permit such reduction or cessation during the emergency without liability unto the Seller, but with the understanding that same shall be rectified as quickly as is reasonably possible.

10. It is contemplated and understood that the water service hereunder is for the purpose of providing for the needs of consumers located within the jurisdiction of the Purchaser. It is

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agreed and understood the Purchaser shall not circumvent the intention of this contract by the selling of such water, or any portion thereof, unto other municipalities, water districts, or such other entities providing water to consumers not located within the jurisdiction of the Purchaser herein, without the express written consent of the City of Danville.

11. Should major industrial consumer of water desire to located within the area served by the Purchaser, the Purchaser shall not supply water unto said major industrial consumer of water without the express written consent and approval of the City of Danville, which consent and approval shall not be unreasonably withheld. A major industrial consumer of water is defined as one using more than 500,000 gallons of water per month.

12. The parties acknowledge that Seller obtains its raw water from Herrington Lake pursuant to an agreement with Kentucky Utilities Company dated April 14, 1970, under which Agreement the sale of water to the Purchaser herein may be subject to the approval or disapproval of said Kentucky Utilities Company. In the event Kentucky Utilities Company fails to grant approval, or in the event Kentucky Utilities Company grants approval but subsequently revokes such approval, or in the event the Kentucky Utility Company undertakes any action to prohibit or limit the sale of water specifically to the Purchaser herein or to the City of Danville, the City of Danville shall have only a good faith duty to negotiate the matter with Kentucky Utilities Company, but shall not be held

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liable for any cessation or reduction in the amount of water provided to the Purchaser herein which results directly from such action by Kentucky Utilities Company.

13. By execution of this contract, the undersigned parties do hereby acknowledge that all prior contracts or agreements between these parties relative to the sale and purchase of water are hereby rescinded and of no further force and effect.

IN TESTIMONY WHEREOF, the parties hereto, by and through their respective authorized representatives, have executed this agreement effective the date first above written.

SELLER  
CITY OF DANVILLE, KENTUCKY

BY: Alex W. Stevens  
MAYOR

ATTEST:  
Cindi Woolcum  
CITY CLERK

PURCHASER  
THE GARRARD COUNTY WATER ASSOC., INC.

BY: [Signature]  
PRESIDENT

ATTEST:  
[Signature]  
SECRETARY

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By [Signature]  
Executive Director



## ADDENDUM A

Following is a description of the expected connection to the City of Danville system, by Garrard County Water Association.

1). The point of connection will be made to the existing 12-inch water main currently located on the City of Danville property on Gun Range Road, this point of connection being just south of an existing meter vault where there will be installed appropriate equipment to check flows in the main to determine if leaks may exist under the lake.

2). The Purchaser will be responsible for construction of the water mains including those under the lake as well as work necessary for connections and metering. The Purchaser will also be responsible for any repair work to said equipment and water mains.

The Purchaser will not be responsible for leaks in unmetered portions of the mains provided repairs are made in a timely manner.

3). The meter to measure water to the Purchaser shall be located on the East Side of the lake on the northwest corner of the Jim Bryant property near the end of Bryant's Camp Road and accessible without interference of private property.

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