

CONTRACT

THIS CONTRACT made and entered into this 22nd day of October, 1984, by and between Christian County Water District, party of the first part and the Commonwealth of Kentucky, Department of Human Resources, (Outwood Facility), party of the second part;

WITNESSETH: WHEREAS, the party of the first part is a public water system operating in Christian County, Kentucky, and the party of the second part operates a facility at Outwood, Kentucky, and is desirous of obtaining a source of water from first party, the parties hereto have agreed and do hereby covenant mutually to the following terms and conditions:

1. The party of the first part will construct a water line from its presently existing service lines some 2.5 miles to a given point shown on plans and specifications which shall be adopted by mutual agreement of the parties, and included herein by reference as if fully set forth. First party shall further install a meter at the end of said 2.5 mile extension line to meter water delivered and sold to second party, and further shall install a storage tank and pumps. The parties estimate that the cost of the construction stipulated herein shall be approximately \$175,000.00, and public bids shall be taken thereon. Assuming said bids do not exceed \$175,000.00, the cost of construction of the 2.5 miles of line and other facilities mentioned in this paragraph shall be shared pro rata and second party agrees to pay 86% of the total bids accepted and resulting construction of costs, said sum to be paid by second party to first party as soon as possible following the acceptance of said bids, and prior to commencement of construction. First party agrees to complete

construction within 120 days of receiving and approving bids, and commencing with the receipt of monies to be paid by second party to first party as mentioned herein. First party shall assume the remaining 14% of the cost of construction up to a maximum of \$25,000.00, which shall be recaptured from the sale of water to second parties. In the event said bids go over said \$175,000.00, then the sharing of such additional costs will be negotiated between the respective parties hereto.

2. First party will construct a water line for the benefit of second party to tie into second party's existing system; second party shall be responsible for all maintenance or water lossage from the gate valve immediately outside pumping station on and into second party's existing lines. First party's responsibility for maintenance shall end at the aforementioned gate valve immediately outside the pumping station.

3. Upon completion, first party agrees to furnish second party potable water from its present source of water located on the Dawson Springs Road at the regular rates established and approved presently and as modified from time to time as charged other customers for service for water through meters of the same size as is agreed upon and installed as set forth in paragraph 1 above.

4. It is further agreed by and between the parties that the second party shall have a minimum usage of 450,000 gallons per month, and shall use and/or pay for same even if not used for a period of a minimum of 5 years from and after commencement of service. It is further agreed by and between the parties that the maximum gallonage shall be no more than 50,000 gallons per day, averaged over a 30 day period. If daily usage exceeds 50,000 gallons per day, averaged over a thirty day period, then it is agreed and stipulated by and between the parties that this contract must be renegotiated with respect to an increase of charge per gallon, as well as

additional cost sharing of other improvements which will have to be constructed by first party in order to supply a demand in excess of an average of 50,000 gallons per day.

5. A schedule of rates to be charged by first party to second party is attached hereto as Exhibit "B" and incorporated herein by reference as if fully set forth.

6. It is further agreed and stipulated by and between the parties hereto that all terms set forth in this agreement are subject to approval by the Public Service Commission of the Commonwealth of Kentucky, and all parties agree to be governed by such modifications as are dictated, directed or required to satisfy said Public Service Commission, and this contract shall be amended accordingly with respect to any changes as may be directed or demanded by the said Public Service Commission.

WITNESS the hands of the authorized representatives of the parties hereto, this 11th day of Oct, 1984.

CHRISTIAN COUNTY WATER DISTRICT

By [Signature]
President

ATTEST:

[Signature]
Secretary

Subscribed and sworn to before me by [Signature], President and [Signature], Secretary, Christian County Water District, this 11th day of Oct, 1984.

My commission expires 2-6-85.

[Signature]
Notary Public

COMMONWEALTH OF KENTUCKY
SECRETARY, FINANCE & ADMINISTRATION CABINET

By *Gordon C. Duke*
Gordon C. Duke

*Examined -
Charles D. Wadsworth*

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HUMAN RESOURCES

By *William H. ...*

Subscribed and sworn to before me by *James ...*,
Commonwealth of Kentucky, Department of Human Resources, this
27 day of *November*, 1984.

My commission expires *June 25, 1987*.

Thomas ...
Notary Public

This instrument was prepared by

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