

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into us of the 30th day of August

19 83, between the City of Williamstown, Kentucky

400 North Main Street, Williamstown, Kentucky 41097

(Address)

hereinafter referred to as the "Seller" and the Corinth Water District

c/o Grant Co. Judge/Executive, Grant Co. Courthouse, Williamstown, Ky.

(Address)

hereinafter referred to as the "Purchaser",

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of KRS 74.010 et seq of the Statutes of Kentucky, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

Whereas, by Municipal Order No. 15 enacted on the 5th day of August, 19 83, by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said Municipal Order was approved, and the execution of this contract

carrying out the said Municipal Order by the Mayor of the City of Williamstown, and attested by the Clerk was duly authorized, and

Whereas, by Resolution of the Board of Commissioners of the Purchaser, enacted on the 29th day of August, 19 83,

the purchase of water from the Seller in accordance with the terms set forth in the said Resolution was approved, and the execution of this contract by the Chairman, and attested by the Secretary was duly authorized;

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE FEB 8 1988 PURSUANT TO 807 KAR 5:011, SECTION 9.11 BY: PUBLIC SERVICE COMMISSION MANAGER

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

- A. The Seller Agrees: 1. (Quantity and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Ky Natural Resources and Environmental Protection Cabinet

in such quantity as may be required by the Purchaser not to exceed 2,000,000 gallons per month nor more than 80,000 gallons during any twenty-four (24) hour period.

2. (Point of delivery and Pressure) That water will be furnished at a reasonably constant pressure of forty-five pounds per square inch (45 psi) at a peak flow not to exceed one hundred gallons per minute (100 gpm) from an eight inch (8") water main to be constructed by Seller from its existing eight inch (8") water supply main to a point adjacent to and west of U. S. Highway 25 approximately five hundred fifty feet (550') south of the Heekin Road, the point of delivery. If a greater pressure than that normally available at the point of delivery is required by Purchaser, the cost of providing such greater pressure shall be borne by Purchaser. Emergency failures of pressure or supply due to water line breaks, power failure, flood, fire, use of water to fight fires, earthquake or other catastrophe shall excuse Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering equipment) To furnish, install, operate and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pole, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter dis-

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closed by test to be inaccurate shall be corrected for the six (6) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. Should the metering equipment be found to be accurate within the definition set out above upon any calibration test requested by Purchaser, the entire cost of such calibration test shall be borne by Purchaser. The metering equipment shall be read on or about the fifteenth (15th) day of each month. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. (Billing Procedure) To furnish the Purchaser, at the address shown above, on or about the first (1st) day of each month, with an itemized statement of the amounts of water furnished by Seller to Purchaser during the preceding meter reading period.

B. The Purchaser Agrees:

1. (Rates and Payment Date) ~~To pay to the Seller,~~ not later than the tenth (10th) day of the month in which Seller's statement is forwarded to Purchaser, for water delivered to Purchaser in accordance with the following schedule of rates:

(a) ONE HUNDRED SIXTY-SIX DOLLARS and twenty-five cents (\$166.25)* for the first one hundred seventy-five thousand (175,000)* gallons of water delivered which sum shall also be

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the minimum rate per month.*

(b) Ninety-five cents (\$0.95)* per one thousand (1,000) gallons for water delivered in excess of one hundred seventy-five thousand (175,000) gallons of water during any billing period.

* (c) No minimum monthly charge shall be applicable until such time as twelve (12) months have elapsed from the date the Purchaser installs, or permits others to install, the first customer service tap on its water main or distribution lines; during such period Purchaser shall be billed at the then current rate applicable for each one thousand (1,000) gallons delivered to it.

* (d) The charge for water delivered by Seller to Purchaser shall be adjusted as provided in Paragraph C-6 hereof and upon such adjustment the minimum monthly rate to be paid by Purchaser to Seller will be likewise adjusted, based on the charge for 175,000 gallons.

2. (Connection Fee) To pay to Seller as an agreed cost, a connection fee to connect the Seller's system with the system of the Purchaser, a sum equal to all costs, fees, and expenses, including but not limited to, cost of labor, materials, meters, valves, accessories, supplies, engineering, incurred by Seller in constructing at the point of delivery an appropriate meter house or pit and in installing therein an appropriate meter, valves, by-pass, etc. all in accordance with good engineering practices, provided however, that the total of such charges shall

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not exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00) if Purchaser has notified Seller to proceed with construction of such meter pit and appurtenances before September 1st, 1985; if such notice be given after that date no limitation shall apply but the total actual cost shall be paid.

This connection fee shall be paid by Purchaser to Seller on or before the time of the making by Purchaser of the first customer tap for its customers or permitting others to make such tap.

C. IT IS FURTHER MUTUALLY AGREED BETWEEN THE SELLER AND THE PURCHASER AS FOLLOWS:

1. (Term of Contract) That this contract shall extend for a term of forty (40) years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and thereafter may be renewed or extended only by a written agreement executed by both Seller and Purchaser upon such terms and conditions as may be agreed upon by the Seller and Purchaser.

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2. (Delivery of Water) That not less than one hundred twenty (120) days prior to the estimated date of completion of the Purchaser's water distribution system (or of any stage if Purchaser desires water service to such stage) the Purchaser will notify the Seller in writing of the date for initial delivery of water.

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3. (Water for Testing) When requested by the Purchaser the

Seller will make available to the contractor at the point of delivery, or if Seller's water line extension or the meter pit or metering devices have not both been fully completed, at the fire hydrant then nearest the point of delivery which is available for service, water sufficient for testing, flushing and trench filling the system of the Purchaser during the construction, irrespective of whether metering equipment at the point of delivery has been fully installed at the time, at a charge of ninety-five cents (\$0.95) per one thousand (1,000) gallons used, which shall be paid by the Contractor or on his failure by the Purchaser.

4. (Exclusive Purchase Contract, Exceptions)

(a) Purchaser presently contemplates, as shown by the tentative plans now on file in Purchaser's office, the construction of an eight inch (8") water main and distribution line south from the point of delivery to the City of Corinth and various distribution lines within that City and west therefrom along Ky. 330 to a point near U. S. Highway I-75. Should Purchaser at any time during the life of this contract, elect to build and/or install or serve a water distribution system in any area not contiguous to the area served by the water lines described above, then the Purchaser shall not be required to purchase water from the Seller herein for supplying such non-contiguous area, nor shall Seller be required to sell to Purchaser water to supply such non-contiguous area.

(b) Except as provided in Paragraph C, 4(a) hereof the Seller will sell to Purchaser and Purchaser will purchase from

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Seller all of Purchaser's water requirements during the term of this contract not exceeding THREE MILLION (3,000,000) gallons per month, provided however, should Purchaser's requirements exceed TWO MILLION (2,000,000) gallons per month and Seller is not able or does not desire to furnish such additional requirements, Seller shall not be required to furnish such additional amounts and Purchaser may purchase from other sources or provide from its own sources, that part of its water requirements in excess of TWO MILLION (2,000,000) gallons which Seller is unable or does not desire to furnish. Purchaser shall notify Seller not more than forty-eight (48) months nor less than six (6) months prior to the time Purchaser anticipates Purchaser's requirements will exceed TWO MILLION (2,000,000) gallons per month by written notice setting forth its anticipated requirements for a period of the subsequent ten (10) years showing average monthly requirements for each year. Seller shall within ninety-one (91) days of receipt of such notice notify Purchaser, in writing of the amount of water it is willing to furnish to Purchaser in any one month during such ten (10) year period.

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That the Seller will at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with the quantities of water required by Purchaser, subject to the limitations provided herein. Temporary or partial failures

to deliver water will be remedied with all possible dispatch. In the event of an extended shortage of water or the supply of water available to the Seller is otherwise diminished over an extended period of time, then its full obligation hereunder shall be suspended until such time as it can, with reasonable diligence fully supply the quantities of water anticipated by this contract. In the event, for any reason, Seller cannot fully supply the needs of all its customers including the obligations under this contract the Purchaser agrees to adopt and enforce water conservation practices and rules for itself and its customers equal to those adopted and enforced by Seller. In the event Purchaser shall fail to impose and enforce such restrictions Seller may reduce the amount of water supplied under this contract to insure performance under this contract. That all users supplied directly or indirectly by Seller shall bear the burden of water shortages equally.

6. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by Purchaser to Seller for water delivered to Purchaser (Paragraphs B1(a)(b)(c) & (d) are subject to modification, as herein provided, from time to time, but not more frequently than once in any twelve (12) month period. No increase or decrease shall be made in the rate of water charged by Seller to Purchaser unless the Seller shall have given Purchaser a notice of the proposed increase or decrease a minimum of four (4) months prior to the effective date of such increase or decrease; nor,

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shall any such rate change increase the then current rate by more than ten percent (10%). Purchaser shall pay to Seller a fee or charge or charges for each one thousand (1,000) gallons of water delivered to Purchaser at the metering point at the rate set out in Paragraph B1(a), (b), (c), (d) hereof or at such rate as may be fixed by the Seller from time to time but not exceeding (a) the limitations set out in the preceding sentences of this paragraph nor (b) the lowest rate charged by Seller to any of Seller's individual customers within the City of Williamstown as fixed by ordinance or municipal order of the Seller. Any other provision of this contract may be altered, amended or stricken only by express written agreement executed by each of the parties hereto or their respective successors or assignees.

7. (Seller Not Limited as to Future Customers) Seller may, without limitation, sell potable water in any amounts to any present or future customers it may elect without prior or subsequent approval of Purchaser.

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8. (Regulatory Agencies) That this contract is subject to such rules, regulations or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like as may be required to comply therewith, without cost to Seller.

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9. (Miscellaneous) That the construction of the water supply distribution system of the Purchaser is being financed by a loan

made or insured by, and/or a grant from, the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereby pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of the Farmers Home Administration.

10. (No Interest in System) Purchaser shall not have any interest of any kind or nature in Seller's water supply, filtration system or distribution system at any time; Seller shall not have any interest of any kind or nature in Purchaser's water system.

11. (Maintenance of Purity and Pressure) Purchaser shall have the sole responsibility to maintain the purity and pressure of water from the point of delivery to all points within its system.

12. (Contract to be Construed as a Whole) This contract together with each of the separate parts thereof shall be construed as a whole. Should any word, clause, sentence or paragraph of this contract be declared by any court, regulatory agency, or other judicial authority to be invalid or unenforceable then the entire contract shall be invalid and unenforceable, at the exclusive option of the Seller.

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BY: *W. H. H. H.*
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13. (Successor to Purchaser) That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment or otherwise, shall succeed to the rights

of the Purchaser hereunder.

14. (Successor to Seller) That this contract shall be assignable by the Seller and any successor to the Seller or of the ownership or operation of its water treatment and distribution system, as the result of legal process, or voluntary assignment shall succeed to the rights of the Seller hereunder.

15. (Pledge of Contract) This contract is hereby pledged to the United States of America, acting through the Administrator of the Farmers Home Administration, as part of security for loans made by FmHA to the Purchaser.

16. (Boundaries of Purchaser) The purchaser shall cause the boundaries of the Corinth Water District to be amended fixing its northern boundary by a line described as follows:

A line determined by a point located six hundred feet due south (on a bearing of 180° true) of the intersection of the center line of Heekin Road with the intersection of the center line of U.S. Highway # 25 and from such point extended west (on a bearing of 270° true) to a point in the Grant/Owen County line; and from such point extended east (on a bearing of 90° true) to a point in the Grant/Pendleton line

within ninety (90) days following the execution of this contract.

The seller shall not be required to extend its water main as herein contemplated or build any meter house or pit or to furnish water as provided herein until such time as such boundary has been so amended.

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17. (Limitation on Service Area) Seller shall not at any time during the life of this contract extend any water distribution lines into the area south of the line fixed by the terms of

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Paragraph 16 hereof except that Seller may without limitation serve all or any part of the lands now owned by Harry Marksberry and Aida Marksberry a part of which lie on the south of the line

described in Paragraph 16 hereof. Purchaser shall not at any time during the life of this contract extend any water distribution line into the area north of the line fixed by the terms of Paragraph 16 hereof.

18. (Contract Terminable if Purchaser's Distribution System not Constructed within Reasonable Time) This contract shall be terminated at the exclusive option of the Seller if the Purchaser has not on or before October 1st, 1986 notified the Seller in writing that it has awarded a contract for the construction of its water distribution system substantially in accordance with the tentative plans for such system now on file in Purchaser's office.

19. (Failure of Purchaser to Pay for Water Supplied) Should Purchaser fail to pay any statement in full for water delivered in accordance with this Contract, on or before its due date and if the same remains unpaid for a period of sixty (60) days then the Purchaser shall pay in addition to the amount of such statement a late payment penalty of two percent (2%) of the amount of such statement not to exceed FIVE DOLLARS (\$5.00) together with interest at an interest rate per annum equal to the prime rate then being charged by the largest bank in Grant County, at that time, on the amount of the statement from its due date until paid. Should any charges due from Purchaser to Seller remain unpaid for a period of more than one hundred eighty-three (183) days, the Seller, at its exclusive option, may reduce or withhold delivery under this contract

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until all unpaid charges, with penalty and interest, have been fully paid.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in ten (10) counterparts, each of which shall constitute an original.

Seller:

City of Williamstown

By *Harold Caldwell*

Title Mayor

Attest:

William B. [unclear]
Secretary Clerk

Purchaser:

By *[unclear]*

Title _____

Attest:

[unclear]
Secretary

This contract is approved on behalf of the Farmers Home Administration this _____ day of _____, 19 _____.

By _____

Title _____

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PURSUANT TO 1807 KAR 5:011,
SECTION 9 (1)

BY: *[unclear]*
PUBLIC SERVICE COMMISSION MANAGER

August 5th, 1983
Continued Meeting

The Williamstown City Council met in a continued meeting at 6:00 P.M. August 5th, 1983 at the City Building. Mayor Herbert Caldwell called the meeting to order with Councilpersons W. M. O'Neil, Jr., John D. Risen, Marianna Gardner and Willie D. Lawrence present. Absent Councilman Harry Wilson and Wayne Richardson.

Councilman, W. M. O'Neil, Jr., tendered to the Council a proposed Municipal Order in words and figures as follows:

The Mayor of the City of Williamstown, with the advice and assistance of the Superintendent of the Water Department, the City's Administrative Assistant and the City Attorney is hereby directed to negotiate with the Corinth Water District for the purpose of agreeing upon a contract whereby the City of Williamstown will agree to sell and the Corinth Water District will agree to buy such water as it may need from the City of Williamstown.

Upon the conclusion of such negotiations, if an agreement is reached satisfactory to the Mayor, he is authorized and directed to execute such contract for and on behalf of the City of Williamstown and its successors and assigns to carry out the provisions of such contract, and the City Clerk is authorized to attest the signature of the Mayor thereto and to affix the seal of the City.

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BY: [Signature]
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and caused the same to be read at length and then moved its adoption, which motion was duly seconded by Councilperson Marianna Gardner and after some discussion and a vote being called for the Mayor called for a record vote and the vote was as follows:

W. M. O'Neil, Jr. "Aye"
John Risen "Aye"
Marianna Gardner "Aye"
Willie D. Lawrence "Aye"

The Mayor then announced that the vote was 4 for and 0 against and that the Municipal Order had been adopted and the Clerk assigned this Municipal Order the Number of 15.

Motion by Councilman John D. Risen, seconded by Councilman Willie D. Lawrence, to adjourn.

"Aye" 4 "Nay" 0 2 Absent Motion Carried.

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BY: Shane Miller
PUBLIC SERVICE COMMISSION MANAGER

CERTIFICATION OF MINUTES

I, William Dudley Peddicord, the duly appointed, qualified and acting Clerk of the City of Williamstown, do hereby certify that I am the Clerk of the City of Williamstown and do further certify that the foregoing extract of minutes of the continued meeting of the City Council of the City of Williamstown held on August 5th, 1983 is a true and correct copy of the original minutes of said meeting on file and of record insofar as said original minutes relate to the matters set forth in said abstract and I do further certify that a copy of the resolution appearing in said foregoing abstract is a true and correct copy of said resolution adopted at said meeting and on file and of record.

In testimony whereof I have hereunto set my hand and Seal of the City of Williamstown on this 30th day of August, 1983.




WILLIAM D. PEDDICORD
CITY CLERK, CITY OF WILLIAMSTOWN

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By: 

PUBLIC SERVICE COMMISSION MANAGER

R E S O L U T I O N

Be it hereby resolved by the Commissioners of the Corinth Water District that the Chairman, Winfred Colson and The Secretary, David Damron on behalf of this Commission be and they are authorized to execute six (6) copies of a Water Purchase Agreement between the Corinth Water District and the City of Williamstown, Kentucky, a copy of which agreement is attached hereto and which shall be made a part of the permanent record of this Commission.

CORINTH WATER DISTRICT

Date: 22nd Aug, 1938

by: Winfred Colson
CHAIRMAN

Attest: David Damron
SECRETARY

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BY: George Miller
PUBLIC SERVICE COMMISSION MANAGER

RESOLUTION OF THE COMMISSION OF THE CORINTH WATER DISTRICT APPROVING EXECUTION OF LEGAL SERVICES AGREEMENTS WITH JOHN L. ACKMAN, JR., AS LOCAL COUNSEL, AND RUBIN & HAYS, AS BOND COUNSEL.

WHEREAS, John L. Ackman, Jr., Attorney at Law, Williamstown, Kentucky, who has heretofore advised and assisted the Corinth Water District in connection with preliminary matters pertaining to the financing and construction of a new waterworks distribution system, and the firm of Rubin & Hays, recognized Municipal Bond Counsel, have each submitted to the Commission of the Water District a form of Legal Services Agreement, by which they would agree to act as Attorneys for the District in the preparation of all legal proceedings and the rendering of all legal services pertaining to the financing and construction of a new waterworks system for the District, including both the services customarily rendered by Bond Counsel and the services customarily rendered by Local Counsel, and all related work, all as set out in said Legal Services Agreements,

NOW, THEREFORE, be it resolved by the Commission of the Corinth Water District of Grant County, Kentucky, on behalf of said District, that said Commission and said District accept and approve said Legal Services Agreements, and that the Chairman of the Commission and the Secretary of the District be and that are hereby authorized to execute said Legal Services Agreements on behalf of the District, copies of which Agreements are attached to this Resolution and made a part hereof as if copied in full herein.

Adopted on August ____, 1983.

CORINTH WATER DISTRICT

Attest:

By William L. Ackman, Jr.
Chairman

William L. Ackman, Jr.

CERTIFICATE OF SECRETARY PUBLIC SERVICE COMMISSION OF KENTUCKY

I, the undersigned, hereby certify that I am the Secretary of the Corinth Water District, that the foregoing is a true, complete, and correct copy of a resolution adopted by the Commission of said District, signed by the Chairman, and attested to by me as Secretary, upon the occasion of a publicly convened meeting of the Commission held on August ____, 1983, that there are attached hereto copies of the Legal Services Agreements approved in said Resolution, that said meeting was duly held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820, and 61.825, that a quorum was present at said meeting, that said Resolution has not been modified, amended, revoked, or repealed and that same is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature and the Seal of said Water District the ____ day of August, 1983.

William L. Ackman, Jr.
Secretary, Corinth Water District