

Form RD 442-30  
(Rev. 10-96)

Position 5

FORM APPROVED  
OMB NO. 0575-0015

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 12th day of MAY  
1999, between the City of Millersburg

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

P.O. Box 265, Millersburg, KY 40348

OCT 31 1999

hereinafter referred to as the "Seller" and the Nicholas County Water District

364 East Main Street, Carlisle, KY 40311

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

hereinafter referred to as the "Purchaser",

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of KRS Chapter 74 of the  
Code of Kentucky Revised Statutes, 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 established 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 Resolution No. \_\_\_\_\_ enacted on the 12th day of May, 1999, by the Seller, the sale  
of water to the Purchaser in accordance with the provisions of the said Resolution  
was approved, and the execution of this contract carrying out the said water purchase contract by the  
Chairman, and attested by the Secretary, was duly authorized and

Whereas, by action of the Board of Commissioners of the Purchaser, enacted on the 12th day of May,  
1999, the purchase of water from the Seller in accordance with the terms set forth in the said  
water purchase contract was approved, and the execution of this contract by the Nicholas County Water  
District, and attested by the Secretary was duly authorized:

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

A. The Seller Agrees:

\_\_\_1. (Quality 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 water meeting applicable  
purity standards of the Kentucky Department of Natural Resources - Division of Water  
in as such quality as may be required by the Purchaser not to exceed 1,500,000 gallons per month.

2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated at minimum of 50 PSI from an existing 6-inch main supply at a point located on US Route 68 at the eastern City Limits of Millersburg

If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the 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 pit, 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.

SEE PARAGRAPH 4.B.2 BELOW

The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the (6) six months previous to such test in accordance with the percentage of inaccuracy found by such test. 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. The metering equipment shall be read on

Last day of the 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 above address not later than the 10th day of each month, with an itemized statement of the amount furnished the Purchaser during the preceding month.

B. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the 20th day of each month, for water delivered in accordance with the following schedule of rates:

a. \$ N/A for the first \_\_\_\_\_ gallons, which amount shall also be the minimum rate per month.

b. \$ N/A cents per 1000 gallons for water in excess of \_\_\_\_\_ gallons than \_\_\_\_\_ gallons.

c. \$ N/A cents per 1000 gallons for water in excess of \_\_\_\_\_ gallons.

d. \$ 1.65 cents per 1000 gallons for all water purchased.

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2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system of the Purchaser, the sum of -0- dollars which shall cover any and all costs of the Seller for installation of the metering equipment and installation will be provided by the Purchaser (with approval) of the Seller. Upon completion of installation start up, calibration and one year warranty, the facility shall become the property of the Seller.

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Terms of Contract) That this contract shall extend for a term of 40 (forty) years from the date of the delivery of any water as shown by the first bil submitted by the Seller to the Purchaser and thereafter may be renewed or extended for such term or terms, as may be agreed upon by the Seller and Purchaser.

2. (Delivery of Water) That 30 (thirty) days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.

3. (Water for Testing) When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction.

irrespective of whether the metering equipment has been installed at the time, at a flat charge of \$1.65 / 1,000 gallons which will be paid by the contractor or, on his failure to pay, by the Purchaser.

4. (Failure to Deliver) 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 quantities of the water required by the Purchaser. Temporary or partial failures to deliver water shall 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, 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 consumers is reduced or diminished.

5. (Modification of Contract) That the provisions of this contract pertaining to the scheduled of rates to be paid by the Purchaser for water delivered are subject to modification at the end of every 3 (three) year period. Any increase or decrease in rates shall be based on a demonstrable increase in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.

6. (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.

7. (Miscellaneous) That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or grant from, the United States of America acting through Rural Development of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing of the State Director of Rural Development.

8. (Successor to the 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.

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BY: Stephan Bue  
SECRETARY OF THE COMMISSION

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in 3 (three) counterparts, each of which shall constitute an original.

Seller:

City of Millersburg

By Sam Chanslor  
Sam Chanslor

Title Mayor

Attest:

CAROLYN R. SEARS  
Carolyn Sears Secretary Clerk

Purchaser:

Nicholas County Water District

By Jim Simons  
Jim Simons

Title Chairman

PUBLIC SERVICE COMMISSION  
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SECTION 9(1)

By: Stephan D. Bell  
day of \_\_\_\_\_  
SECRETARY OF THE COMMISSION

Attest:

Sue Kirby  
Sue Kirby Secretary/Treasurer

This contract is approved on behalf of Rural Development this \_\_\_\_\_  
19\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_