JUSDA-FHA	P	osition 5		
(Rev. 4-19-72)	WATER PURCHASE CONTRACT			
This contract for the sale and	purchase of water is enti	ered into as of the $6t$	hday ofMarch	
1975, between the Barkl			•	f
	z, Kentucky	5- 1-		
		(Address)	· ·	- <u></u> 4
hereinafter referred to as the "Se	ller" and the <u>Chris</u>	<u>tian County Wate</u>	r District	
		insville, Kentucl (Address)	(y	<u> </u>
hereinafter referred to as the "Pu		(Address)		<i>.</i> .
	WI.	TNESSETH:		•
Whereas, the Purchaser is orga	nized and established und	ler the provisions of	Chapter 74	of the
Code ofKentucky Revis	•			
system serving water users with this purpose, the Purchaser will r	in the area described in	plans now on file in the		
Whereas, the Seller owns and present customers of the Seller's in the plans of the system now on	system and the estimated	number of water users to		
Whereas, by <u>Resolut</u> :	ionNo	enacted on th	e_lst	day
of <u>March</u> with the provisions of the said				
carrying out the said \underline{R} and attested by the Secretary, was	esolution a duly authorized, and	by the <u>Chair</u>	man	,
Whereas, by Resolution	n of the .	Commission		
of the Purchaser, enacted on the	d	lay of <u>November</u>		, 19 <u>7/</u> ,,
the purchase of water from the Sel	ler in accordance with the	e terms set forth in the sa	id <u>Resolution</u>	
was approved, and the execution o attested by the Secretary was duly	of this contract by the authorized;	Chairman		, and
Now, therefore, in consideration	n of the foregoing and the	mutual agreements hereir	alter set forth,	
A. The Seller Agrees:				
• •	•	DIRI IC SERVICE CO	y hereinafter specified, duri MMISSIUM	
this contract or any renewal or ext	ension thereof, potable tr	eated water note KitsNappin EFFECTIV	Vable purity standards of the E	Depart-
ment of Health, Comr	nonwealth of Ken	0CT 18 1	•	······
a such quantity as may be require	d by the Purchaser not to	exceed five million PURSUANT TO 807 K	Rallans per month.	
	· .	BY PUBLIC SERVICE COMMISSIO	FHA 442-30 (I	Rev. 4-19-72)

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and a second second

2. (Point of Delivery and ssure) That water will be furnished at a re nably constant pressure calculated

at forty five pounds from an existing ______ six____

_____inch main supply at a point located at the

intersection of Ky. 128 and U. S. Highway 68 near the Christian-Trigg Co, line

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. The previous readings of any meter disclosed by test to be inaccurate

shall be corrected for the $\underline{two}(2)$ months previous to such test in accordance with the percentage of inaccutacy 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. The metering equipment shall be read on <u>20th day of each month</u>. 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 <u>tenth (10)</u> day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

8. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the <u>twentieth</u> day of each month, for water Jelivered in accordance with the following schedule of rates:

Forty One (41) Cents per thousand gallons for all water.

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PURSUANT TO 807 KAR 5:011,

RELACION MANAGER

2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system

the Purchaser, the sum of _____NO_____ dollars which shall cover any and all costs of the Seller for installation

the metering equipment and ____

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

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1. (Term of Contract) That this contract shall extend for a term of <u>forty</u> 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 for such term, or terms, as may be agreed upon by the Seller and Purchaser.

2. (Delivery of Water) That <u>thirty</u> 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 that time, at a

flat charge of \$. 41 per thousand gal 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 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.

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 a grant from, the United States of America, acting through the Farmers Home Administration 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 the Farmers Home Administration.

8. (Successor to the Purchaser) That in the event of any occurence 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.

9. (Pledge) This contract is hereby pledged to the United States of America, acting through the Farmers Home Administration, as part of the security for a loan from the United States of America.

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In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract counterparts, each of which shall constitute an original. 6 to be duly executed in _ Seller: Barkley Lake Water District By Title Attest: Secretary Purchaser: Christian County Water District Bv Title_ Attest: tool Secretary This contract is approved on behalf of the Farmers Home Administration this ______ day of _______ By Toke 7. Harnen Community Orops **PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE** OCT 18 1990 stein PURSUANT TO 807 KAR 5:011, LIC SERVICE COMMISSION MANAGER ----

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