•	USDA-FHA Copy : 111 1700
•	Form FHA 442–30 (
٠	(3-4-68) WATER PURCHASE CONTRACT
	This contract for the sale and purchase of water is entered into as of the 24th day of Pfin have remaining OF KENTUCKY
	19 71, between the City of Morgantown, Kentucky EFFECTIVE
٠	Morgantown, Kentucky
•	(Address) SEP 02 1994
•	hereinafter referred to as the "Seller" and the Butler County Water System pund ANT TO 807 KAR 5011
	Morgantown, Kentucky
•	hereinafter referred to as the "Purchaser".
	WITNESSETH:
	Whereas, the Purchaser is organized and established under the provisions of
į	Secretary Revised Statutes for the purpose of constructing and operating a water supply distribution
	protes pervise water users within the gree negrithed in place now as file is the effect of the contract of the
	and a supply of freated 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 plant of the system now on file in the office of the 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 22nd
	of June, 19 70, by the Seller, the sale of water to the Purchaser in accordance
	with the provisions of the seldresolutionwas approved, and the execution of this contract
:	carrying out the said resolution by the Mayor of the City of Morgantown
,	and attested by the Secretary, was duly authorized, and
,	Whereas, by resolution of the Butler Courty Water System, Inc.
	of the Purchaser, enacted on the 24th day of February 1971 :p.
•	
	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 President of said Water System
•	attested by the Secretary was fully authorized;
	Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth, where the consideration of the foregoing and the mutual agreements hereinafter set forth, where the consideration of the foregoing and the mutual agreements hereinafter set forth, where the consideration of the foregoing and the mutual agreements hereinafter set forth, where the consideration of the foregoing and the mutual agreements hereinafter set forth, where the consideration of the foregoing and the mutual agreements hereinafter set forth, where the consideration of the foregoing and the mutual agreements hereinafter set forth, where the consideration of the foregoing and the mutual agreements hereinafter set forth, where the consideration is the consideration of the consi
	And The Seller Agrees: A great of the profit of the Seller Agreement of the Seller Agrees: A great of the Seller Agrees of the Seller Agree of the Selle
•	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 treated water meeting applicable purity standards of the
	Kentucky State Department of Health
_	Ut the intermediation well and the state of
	in such quantity as may be required by the Purchaser not to exceed 3,000,000 gallons per month.
j	5" (Hold of Daliger 204 Property That white will be furnished at a surroundly constructed 445-30 (3-4-68):
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at the intersection of U.S. Hi	ight (2) inch main supply at a point located
	ahung 211 and Yambushi Utata an
such greater pressure shall be borne by the Purchase	ne point of delivery is required by the Purchaser, the cost of providing er. Emergency failures of pressure or supply due to main supply line fight fire, earthquake or other catastrophe shall excuse the Seller from
necessary metering equipment, including a meter house the quantity of water delivered to the Purchaser and to c but not more frequently than once every twelve (12):	operate, and maintain at its own expense at point of delivery, the or pit, and required devices of standard type for properly measuring calibrate such metering equipment whenever requested by the Purchaser months. A meter registering not more than two percent (2%) above or The previous readings of any meter disclosed by test to be inaccurate
shall be corrected for the Six (6) naccuracy found by such tests. If any meter falls to reshall be deemed to be the amount of water delivered in	months previous to such test in accordance with the percentage of egister for any period, the amount of water furnished during such period the corresponding period immediately prior to the failure, unless Seller.
An appropriate official of the Purchaser at all reasons	metering equipment shall be read of ast day of each month able times shall have access to the meter for the purpose of verifying
4. (Billing Procedure) To furnish the Purche each month, with an itemized statement of the amount of	aser at the above address not later than the tenth (10) day of water furnished the Purchaser during the preceding month.
B. The Purchaser Agrees:	The second of the control of the second of t
1. (Rates and Payment Date) To pay the Se	eller, not later than the 15th . day of each month, for water
elivered in accordance with the following schedule of	gatest the this pattern all a meter of a large in the Panish and in the comments
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Z. (Connection Fee) to pay as an agreed	COSt, a connection tes to connect the Sener's system with the system
# U #	follors which shall cover any and all costs of the Seller for installation.
Function of the state of the st	Was the engineering of the angles of the contraction of
for the metering equipment and _in_lieu_of_a	tap on foo, the purchaser is to install
the state of the s	this provision for such reasonable period of time as may 3. (Metering Equipment) To furnish, install, necessary metering equipment, including a meter house the quantity of water delivered to the Purchaser and to the tot more frequently than once every twelve (12) below the test result shall be deemed to be accurate. Shall be corrected for the Six (6) naccuracy found by such tests. If any meter fails to make the deemed to be the amount of water delivered in naccuracy found by such tests. If any meter fails to make the deemed to be the amount of water delivered in and Purchaser shall agree upon a different amount. The han appropriate official of the Purchaser at all reasons its readings. 4. (Billing Procedure) To furnish the Purchaser has a temperatured the amount of the purchaser Agrees: 1. (Rates and Payment Date) To pay the Seliver of in accordance with the following schedule of the purchaser water and the following schedule of the purchaser of the schedule of the purchaser, the sum of the pay as an agreed of the Purchaser, the sum of the pay as an agreed of the Purchaser, the sum of the pay as an agreed of the Purchaser, the sum of the pay as an agreed of the Purchaser, the sum of the pay as an agreed of the Purchaser, the sum of the pay as an agreed of the Purchaser, the sum of the pay as an agreed of the Purchaser, the sum of the pay as an agreed of the Purchaser, the sum of the pay as an agreed of the Purchaser, the sum of the pay as an agreed of the Purchaser, the sum of the pay as an agreed of the purchaser of the pay and

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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 60 (sixty) 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 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 that time, at a

flat charge of \$ 100.00 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.
 - 5. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by

the Purchaser for water delivered are subject to modification at the end of every 1 (one) year period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease 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 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.

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The Seller Agrees.

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