USDA-FHA Form FHA 442-30 (3-4-68)

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SEP 0.7.1994 WATER PURCHASE CONTRACT

PUBLIC SERVING This contract for the safe and purch 76 City of	ICE ON		3/2	Nay •
This contract for the sale and purch 76 City of	iase of water is entered : Columbia, Co.	into as of the Lumbia Util:	day of	sion,
19, between the Campbellsville Street				
		ress)	AUMUIN, AU	11 tucky 42/28
hereinafter referred to as the "Seller" a	44-1- C		District,	By its Chairma
Kermit Grider, c/o Rob	and the		•	·
108 North Reed Street,	(Add		· · · · · · · · · · · · · · · · · · ·	
hereinafter referred to as the "Purchase	er",	•	•	
		SSETH:		
Whereas, the Purchaser is organized	and established under th	e provisions of	K.R.S. 74.	020 of the
Lentucky and by C	narter	•		water supply distribution
system serving water users within the this purpose, the Purchaser will require	area described in plan	s now on file in th		
1/	m and the estimated num n the office of the Purch	ber of water users to aser, and enacted on the	be served by the	said Purchaser as shown
with the provisions of the said carrying out the said and attested by the Secretary, was duly	and understand by the	ing Chairs	pproved, and the c	-
Whereas, by Minutes and or		April and		
of the Purchaser, enacted on the	day o		••	indertakings
the purchase of water from the Seller in	·		aid	
was approved, and the execution of this attested by the Secretary was duly author	contract by the	airman, Ker	rmit Gride	, and
Now, therefore, in consideration of the		ial apreements herei	PUBLIC	SERVICE COMMISSION
A. The Seller Agrees:	•		nuiter bet term,	OF KENTUCKY EFFECTIVE
1. (Quality and Quantity) To	furnish the Purchaser at	the moint of delive	rv hereinafter sne	oifined aduring the term of
3.			•	
this contract or any renewal or extension Department of Healt	n thereof, potable treated h, Commonweal1	water meeting appl Ch of Kentuc		NTTO 8 OP KAR 5011,
in such quantity as may be required by t	the Durchaser not to ever	4,509,000	BY: gallons per mont	

at	from an	existing	<u></u>	nch main supply:at a	point located
			•	<u> </u>	9
such greater pressur breaks, power failure	re shall be borne by	the Purchaser. En	nergency failures of re. earthquake or of	pired by the Purchaser, pressure or supply du her catastrophe shall envice.	e to main supply lin excuse the Seller fro
necessary metering of the quantity of water but not more frequent below the test result	equipment, including a delivered to the Purch htly than once every	n meter house or pi laser and to calibrat twelve (12) months be accurate. The pi	t, and required devi e such metering equ . A meter register revious readings of	its own expense at a ces of standard type for injurient whenever requesting not more than two pany meter disclosed by	or properly measuring sted by the Purchase percent (2%) above of
shall be corrected for inaccuracy found by	or the 12 such tests. If any me	mon	the previous to suc for any period, the a responding period in	h test in accordance wamount of water furnishing mediately, prior to the	ed during such period failure, unless Selle
and Purchaser shall of An appropriate officials readings.	agree upon a different in a ser a ser a	amount. The metering all reasonable times	ng eduipment shall b	e read on 11 set of ess to the meter for the	f aich mant
4. (Billing each month, with an i	Procedure) To furnis	th the Purchaser at the amount of water	ે. the above address lumished the Purcha	not later than the ser during the precedin	first day o
B. The Purchaser	Agrees:	the second second	•	•	:
1. (Rates a	and Payment Date) To	n now the Seller n	ne lasar shan sha	day of eac	i i e G
elivered in accordance	ce with the following:	schedule of rates:	ot later than the	day or eac	n month, for water
	COCOCDE MARKANANA COCOCDE MARKANANANANANANANANANANANANANANANANANANA	XBKEKRAUKKX	XXXXXXXXXX	KAR RUMYAKAJAY	Konstation selection is
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b. Macacaca	CHARLES ENGLISHED	SERVICE REPORT OF THE PROPERTY	hteratores more correct	CXXXXXXXXXXXXXX	NAME OF TAXABLE PARTY.
telesenth	MXXXXXXXXXXX	***********			*
Park and April 1844	o de la serie de la companie de la c			ing in the second section of the sec	· ny throday (A)
c. Kxxx	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	MARKAROKKADA	THE RESIDENCE	REFERENCE NAMED IN	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
78	nrice for e	 ha watar ha	_ rain formiw	hed under thi	e contract
in	units of 1.0	00 gallons	each will b	e at the rate	of 412
per	runit, Thi	s contract	may be subj	ect to review first purcha	every two
of the second					OMMISSION:
		described.		OF KENTU	CKY · · ·
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	•			3EP 22	1994
er e				PURSUANT TO 807.	KAR 5011, 2
and the second of the second		and the second s			1 1
			ing the second s	BY:	
Carrier Contract		1.00		FQN Hill Floring a large a man	and the second of the second of
2. (Conne	ction Fee) To pay as	an agreed cost, a	connection fee to co	nnect the Seller's syst	em with the system
of the Purchaser the	e sum of	ر د سوسرالماد در در د	sich chall cause	and all costs of the Se	lles for idetallation
The BANGER COR	· •••• ••	COHERS W	men suatt cover any	and all coats of me 20	TEL IOI IUSCHIIHUOD
of the metering equip	ment and			•	•

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 ____ 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. (Delivery of Water) That __ _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 \$. 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 _ __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. · H. O. A. 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. (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.
 - That this contract every two years will be reviewed by the parties concerning the quantity of water and the price, and if there is a suggested increase same will be negotiated as this contract has,

PUBLIC SERVICE COMMISSION OF KENTUCKY / EFFECTIVE

SEP 22 1994

PURSUANT TO 807 KAR 5011, SECTION 9 (1)

e duly executed in	4counterpart	ts, each of which sha	Il constitute an origina	d. '

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at: 1/11/17		Title	1811Ben	
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contract is approved on	behalf of the Farmers H	ome Administration t	hisday of	
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