	(3-4-68) SEP 0.7.1994 WATER PURCHASE CONTRACT
	This contract for the UBLIC SERVICE COMMISSION as of water is entered into as of the day of
	19 76, between the <u>City of Columbia, Columbia Utility Commission</u> .
	Campbellsville Street (Municipal Building), Columbia, Kentucky 4272
	(Address)
•	hereinafter referred to as the "Seller" and the Adair County Water District, By its Chairman
	Aermit Grider. c/o Robert H. Hutchison, Jr., Attorney for District 108 North Reed Street, (Address) Columbia, Kentucky 42728 hereinafter referred to as the "Purchaser", Gould 1995 a market hereinafter collaboration of the state of the stat
• '	and my for the first compared witnesseth here and for any for any for a start.
	Whereas, the Purchaser is organized and established under the provisions of K.R.S. 74.020
	Yantucky and by Charter
	Code of Event by Chestors , for the purpose of constructing and operating a water supply distribut system serving water users within the area described in plans now on file in the office of the Purchaser and to accompli- 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 to present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as sho in the plans of the system now on file in the office of the Purchaser, and
	Whereas by Minutes No. exacted on the
	Hacicas, Sy cuactor on the
	Whereas, by <u>Hinutes</u> No. <u>enacted on the</u> , 13th, and 16th and 1976 of <u>December</u> , Nay & <u>December</u> , 19, by the Seller, the sale of water to the Purchaser in accordan with the provisions of the said <u>minutes and this contract</u> was approved, and the execution of this contra
	of <u>become of a poccess</u> , 19, by the Seller, the sale of water to the Purchaser in accordan
	with the provisions of the said <u>minutes and this contract</u> was approved, and the execution of this contract carrying out the said <u>agreement and understanding</u> <u>Chairman</u> , <u>Larue Jessie</u> and attested by the Secretary, was duly authorized, and Whereas, by <u>Minutes and orders</u> of the <u>Adair County Water District</u>
	with the provisions of the said <u>minutes and this contract</u> was approved, and the execution of this contract carrying out the said <u>agreement and understanding</u> Chairman, Larue Jessie and attested by the Secretary, was duly authorized, and Whereas, by <u>Minutes and orders</u> of the <u>Adair County Water District Lef</u> of the Purchaser, enacted on the <u>7th</u> day of <u>April and 5th day of May</u> , 1976 before
ļ	with the provisions of the said <u>minutes and this contract</u> was approved, and the execution of this contract carrying out the said <u>agreement and understanding</u> Chairman, Larue Jessie and attested by the Secretary, was duly authorized, and Whereas, by <u>Minutes and orders</u> of the <u>Adair County Water District</u> Whereas, by <u>Minutes and orders</u> of the <u>Adair County Water District</u> of the Purchaser, enacted on the <u>7th</u> day of <u>April and 5th day of May</u> before the purchase of water from the Seller in accordance with the terms set forth in the said <u>oral undertakings</u>
	of <u>December</u> , <u>res</u> , <u>december</u> , <u>19</u> , by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said <u>minutes and this contract</u> was approved, and the execution of this contra- carrying out the said <u>minutes and understanding</u> <u>Chairman</u> , <u>Lerue Jessie</u> and attested by the Secretary, was duly authorized, and Whereas, by <u>Minutes and orders</u> of the <u>Adair County Water District</u> of Whereas, by <u>Minutes and orders</u> of the <u>Adair County Water District</u> of the Purchaser, enacted on the <u>7th</u> <u>day of April and 5th day of May</u> <u>19</u> 76 before the purchase of water from the Seller in accordance with the terms set forth in the said <u>oral undertakings</u> was approved, and the execution of this contract by the <u>Chairman</u> , Kermit GriebelC SERVICE COMMISS
ļ	of <u>become of very q become of</u> , 19, by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said <u>minutes and this contract</u> was approved, and the execution of this contract of the said <u>agreement and understanding</u> <u>Chairman</u> , <u>Larue Jessie</u> and attested by the Secretary, was duly authorized, and Whereas, by <u>Minutes and orders</u> of the <u>Adair County Nater District Lef</u> of the Purchaser, enacted on the <u>7th</u> day of <u>April and 5th day of May</u> 1976 before the purchase of water from the Seller in accordance with the terms set forth in the said <u>oral undertakings</u> was approved, and the execution of this contract by the <u>Ateirman</u> , <u>Kermit Grieber</u> SERVICE COMMISS OF KENTICKY, attested by the Secretary was duly authorized;
ļ	of <u>December</u> , 19, by the Seller, the sale of water to the Purchaser in accordant with the provisions of the said <u>minutes and this contract</u> was approved, and the execution of this contra- carrying out the said <u>minutes and understanding</u> <u>Chairman</u> , <u>Larue Jessie</u> and attested by the Secretary, was duly authorized, and Whereas, by <u>Minutes and orders</u> of the <u>Adair County Nater District and the said</u> of the Purchaser, enacted on the <u>7th</u> <u>day of</u> <u>April and 5th day of May</u> <u>19</u> before the purchase of water from the Seller in accordance with the terms set forth in the said <u>oral undertakings</u> was approved, and the execution of this contract by the <u>Chairman</u> , <u>Kermit Grifter</u> SERVICE COMMISS <u>OF KENTICKY</u> , attested by the Secretary was duly authorized; <u>Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,</u> SEP 22 1994
ļ	of <u>becompose</u> , <u>here</u>
ļ	of <u>becomes, way a becomes, 19</u> , 19, by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said <u>agreement and understanding</u> <u>Chairman</u> , <u>Larue Jessie</u> and attested by the <u>secretary</u> , was duly authorized, and Whereas, by <u>Minutes and orders</u> of the <u>Adair County Nater District Lef</u> of the Purchaser, enacted on the <u>7th</u> <u>day of April and 5th day of May</u> 19 76 before the purchase of water from the Seller in accordance with the terms set forth in the said <u>oral undertakings</u> was approved, and the execution of this contract by the <u>Chairman</u> , <u>Kermit Griffer</u> SERVICE COMMISS of the Secretary was duly authorized; was approved, and the execution of this contract by the <u>Chairman</u> , <u>Kermit Griffer</u> SERVICE COMMISS <u>OF KENTICKY</u> , attested by the Secretary was duly authorized; Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth, <u>A. The Seller Agrees</u> : 1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter WESHANIAJ (2007 548 5641 SECTION 9 (1)
ļ	of <u>December</u> , <u>Hey</u> <u>december</u> , <u>19</u> , by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said <u>minutes and this contract</u> was approved, and the execution of this contract carrying out the said <u>minutes and understanding</u> <u>Chairman</u> , <u>Larue Jessie</u> and attested by the Secretary, was duly authorized, and <u>Whereas</u> , by <u>Minutes and orders</u> of the <u>Adair County Nater District 100 100000000000000000000000000000000</u>
ļ	of <u>December</u> , <u>res</u> , <u>by</u> <u>December</u> , <u>19</u> , <u>by</u> the Seller, the sale of water to the Purchaser in accordance with the provisions of the said <u>minutes and this contract</u> was approved, and the execution of this contract carrying out the said <u>minutes and understanding</u> <u>Chairman</u> , <u>Larue Jessie</u> and attested by the Secretary, was duly authorized, and <u>Whereas</u> , by <u>Minutes and orders</u> of the <u>Adair County Nater District</u> <u>19</u> of the Purchaser, enacted on the <u>7th</u> <u>day of April and 5th day of May</u> <u>76</u> <u>116</u> 01 6 37, <u>19</u> the purchase of water from the Seller in accordance with the terms set forth in the said <u>oral undertakings</u> <u>Oct KENTUCKY</u> , a attested by the Secretary was duly authorized; <u>Now, therefore</u> , in consideration of the foregoing and the mutual agreements hereinafter set forth, <u>SEP 22 1994</u> . <u>1.</u> (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinaft <u>FUERMANTION (1)</u> this contract or any renewal or extension thereof, potable treated water meeting applicable purity standing of the <u>Department of Health</u> , <u>Commonwealth of Kentucky</u> FOR THE PLE
ļ	of <u>becoment and understanding</u> <u>Chairman</u> , Larue Jessie and attested by the <u>said agreement and understanding</u> <u>Chairman</u> , Larue Jessie and attested by the Secretary, was duly authorized, and Whereas, by <u>Minutes and orders</u> of the <u>Adair County Nater District 19</u> of the Purchaser, enacted on the <u>7th</u> <u>day of April and 5th day of May</u> <u>19</u> 76 before the purchase of water from the Seller in accordance with the terms set forth in the said <u>oral undertakings</u> was approved, and the execution of this contract by the <u>Chairman</u> , Kormit Grider SERVICE COMMISS of the Furchaser, in consideration of the foregoing and the mutual agreements hereinafter set forth, <u>Now, therefore</u> , in consideration of the foregoing and the mutual agreements hereinafter set forth, <u>SECTION</u> (1) this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the <u>Section</u> (1) this contract of Health, Commonwealth of Kentucky FORTHERE
ļ	of <u>December</u> , <u>Here</u> ,

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2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated

at1	from an existing	inch	main supply at a point located
delivery point and	its location	shall be designa	main supply at a point located
District's engineer	as same fits	into the City's	existing facilities.
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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 bracks, 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.

(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

12 shall be corrected for the ____ 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 first of each month An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying b its readings.

first (Billing Procedure) To furnish the Purchaser at the above address not later than the _ day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month. .

B. [§] The Purchaser Agrees:

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1. (Rates and Payment Date) To pay the Seller, not later than the 10th day of each month, for water delivered in accordance with the following schedule of rates: 查: 如日静花,后头。

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The price for the water herein furnished under this contract in units of 1,000 gallons each will be at the rate of 45¢ per unit. This contract may be subject to review every two years commencing with the date of the first purchase of sundts of water herein described. OF KENTUCKY

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PURSUANT TO 807 KAR 5.011. SECTION (9(1),

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

BY:

of the Purchaser, the sum of ______ dollars which shall cover any and all costs of the Seller for installation BUME P ÷

of the matering equipment and the master meter however will be at buyer.

.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 ______ 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.

 $\frac{3}{3}$ 2. (Delivery of Water) That <u>30</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 \$ as priced herein 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. Temperary 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 Burchaser for water delivered are subject to modification at the end of every <u>two</u> 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.

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.

10. 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

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SEP 22 1994

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

FOR THE PIRE

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract 4 to be duly executed in counterparts, each of which shall constitute an original. Seller: CITY OF COLUMBIA. COLUMBIA UTILITY COMM Γ. £ an. Chairman and Attest: Ťitle . Ő 11:02 Secretary Purchaser: ADAIR WATER **D**1 COUNTY Bv Chairman Attest Title_ ecretary This contract is approved on behalf of the Farmers Home Administration this . day g OF KENTUCKY 19 EFFECTIVE Ru SF Title PURSUANT TO 807 KAR 5:011 SECTION 9 (1) BY: FOR Ti邻 Councilman ouncilman Mayor ncilman Councilman ouncilman Councilman