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USDA-FHA Form FHA 442-30 (Rev. 4-19-72)

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## WATER PURCHASE CONTRACT

<b>771</b>	the set of such as a first state of the set	t water is entered into as of the $17\%$ day of Aug	ust
			<u>,                                     </u>
19 <u>83</u> , between	the <u>Western-Fle</u>	eming Water District	· · · · · · · · · · · · · · · · · · ·
Ewing,	Kentucky, 41039		
		(Address)	
hereinafter referre	d to as the ''Seller'' and the	e Fleming County Water Assoc., Inc	•,
<u>Р.С. Во</u>	x 327. Flemings	burg, Ky., 41041	
hereinafter referre	d to as the ''Purchaser'',	(Address)	
		WITNESSETH:	
Whereas, the Pr	urchaser is organized and es	stablished under the provisions of <u>KRS</u> 273	of the
Code of <u>Kent</u>	ucky	, for the purpose of constructing and operating a wate	r supply distribution
	ater users within the area Purchaser will require a sup	described in plans now on file in the office of the Purchase oply of treated water, and	er and to accomplish
present customers		water supply distribution system with a capacity currently ca the estimated number of water users to be served by the said office of the Purchaser, and	
	Resolution	Noenacted on the	dav
Whereas, by		Noenacted on the	
Whereas, by ofAugust		Noenacted on the , 19 <sup>83</sup> , by the Seller, the sale of water to the Purc	haser in accordance
Whereas, by ofAugust with the provision.	s of the said <u>Resol</u>	Noenacted on the , 19 <sup>83</sup> , by the Seller, the sale of water to the Purc utionwas approved, and the execu	haser in accordance
Whereas, by of <u>August</u> with the provision carrying out the sa	s of the said <u>Resol</u>	Noenacted on the , 19 <u>83</u> , by the Seller, the sale of water to the Purc was approved, and the execu by the <u>Chairman</u> , Clyde Thomas	haser in accordance
Whereas, by ofAugust with the provision carrying out the sa and attested by the	s of the said <u>Resol</u> id <u>Resolution</u> Secretary, was duly author	Noenacted on the , 1983, by the Seller, the sale of water to the Purc utionwas approved, and the execu by the <u>Chairman</u> , Clyde Thomas rized, and	haser in accordance
Whereas, by ofAugust with the provision carrying out the sa and attested by the	s of the said <u>Resol</u>	Noenacted on the , 19 <u>83</u> , by the Seller, the sale of water to the Purc was approved, and the execu by the <u>Chairman</u> , Clyde Thomas	haser in accordance tion of this contract
Whereas, by of <u>August</u> with the provision carrying out the sa and attested by the Whereas, by	s of the said <u>Resol</u> id <u>Resolution</u> Secretary, was duly author	Noenacted on the , 1983, by the Seller, the sale of water to the Purc utionwas approved, and the execu by the <u>Chairman</u> , <u>Clyde</u> _Thomas rized, andof the <u>Board of Directors</u>	haser in accordance
Whereas, by ofAugust with the provision carrying out the sa and attested by the Whereas, by of the Purchaser, o	s of the said <u>Resol</u> id <u>Resolution</u> e Secretary, was duly author Resolution enacted on the	Noenacted on the , 1983_, by the Seller, the sale of water to the Purc utionwas approved, and the execu by the Chairman, Clyde Thomas rized, andof theBoard of Directors day ofAugust	tion of this contract
Whereas, by of <u>August</u> with the provision carrying out the sa and attested by the Whereas, by of the Purchaser, of the purchase of wa was approved, and	s of the said <u>Resol</u> id <u>Resolution</u> e Secretary, was duly author Resolution enacted on the <u>ter from the Seller in accord</u> the execution of this contra	Noenacted on the	tion of this contract
Whereas, by of <u>August</u> with the provision carrying out the sa and attested by the Whereas, by of the Purchaser, of the purchase of wa was approved, and attested by the Sec	s of the said <u>Resol</u> id <u>Resolution</u> e Secretary, was duly author Resolution enacted on the <u>ter</u> ter from the Seller in accord the execution of this contra- cretary was duly authorized	Noenacted on the , 1983_, by the Seller, the sale of water to the Purc utionwas approved, and the execu by the <u>Chairman</u> , <u>Clyde_Thomas</u> rized, andof the <u>Board of Directors</u> day of <u>August</u> dance with the terms set forth in the said <u>Resoluti</u> act by the <u>President</u> ; O. W. McIntire ;	tion of this contract
Whereas, by ofAugust with the provision. carrying out the sa and attested by the Whereas, by of the Purchaser, of the purchase of wa was approved, and attested by the Sec <u>Now, therefore,</u>	s of the said <u>Resol</u> id <u>Resolution</u> e Secretary, was duly author Resolution enacted on the <u>seller</u> ter from the Seller in accord the execution of this contra- cretary was duly authorized; in consideration of the fore	Noenacted on the , 1983_, by the Seller, the sale of water to the Purc utionwas approved, and the execu by the <u>Chairman</u> , <u>Clyde_Thomas</u> rized, and by the <u>Board of Directors</u> day of <u>August</u> dance with the terms set forth in the said <u>Resoluti</u> act by the <u>President</u> ; O. W. McIntire ; egoing and the mutual agreements hereinafter set for	haser in accordance tion of this contract , 1983, RIN, and
Whereas, by ofAugust with the provision. Carrying out the sa and attested by the Whereas, by of the Purchaser, of the purchase of wa was approved, and attested by the Sec <u>Now, therefore,</u> A. <u>The Seller Approved</u>	s of the said <u>Resolution</u> id <u>Resolution</u> e Secretary, was duly author Resolution enacted on the <u>selfer</u> ter from the Seller in accord the execution of this contra- cretary was duly authorized; in consideration of the fore grees:	Noenacted on the	haser in accordance tion of this contract , 1983 , and
Whereas, by ofAugust with the provision carrying out the sa and attested by the Whereas, by of the Purchaser, of the purchase of wa was approved, and attested by the Sec <u>Now, therefore,</u> A. <u>The Seller Application</u> 1. (Quality)	s of the said <u>Resol</u> id <u>Resolution</u> e Secretary, was duly author Resolution enacted on the <u>selfer</u> the execution of this contra- the execution of this contra- cretary was duly authorized; in consideration of the fore grees: ity and Quantity) To furnis	Noenacted on the	haser in accordance tion of this contract , 1983, , and , and
Whereas, by of <u>August</u> with the provision carrying out the sa and attested by the Whereas, by of the Purchaser, of the purchase of wa was approved, and attested by the Sec <u>Now, therefore,</u> A. <u>The Seller Ar</u> 1. (Qual this contract or an	s of the said <u>Resolution</u> id <u>Resolution</u> e Secretary, was duly author Resolution enacted on the <u>selfer</u> ter from the Seller in accord the execution of this contra- cretary was duly authorized in consideration of the fore grees: ity and Quantity) To furnis y renewal or extension there	Noenacted on the	haser in accordance tion of this contract , 1983, , and , and

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

\_\_\_\_\_from an existing \_\_\_\_\_3" \_\_\_\_\_inch main supply at a point located \_\_\_\_\_ 60 psi

#### Elizaville, Kentucky

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

-12months previous to such test in accordance with the percentage of shall be corrected for the \_\_\_\_ inaccuracy 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 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>first</u> day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

Β. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the <u>15th</u> day of each month, for water delivered in accordance with the following schedule of rates:

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less than . gallons.

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(Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system 2. 0\_\_\_\_\_ dollars which shall cover any and all costs of the Seller for installation

of the Purchaser, the sum of \_\_\_\_

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

-30-1. (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.

2. (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.

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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 <u>-1-</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.

ISSION

Carryn Jee fas BAY

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract o be duly executed in \_\_\_\_\_\_ counterparts, each of which shall constitute an original.

Seller:

Western-Fleming Water District By Chucke homas Chairman Title .

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3<u>Uy (a</u> Secretary Attest: ( Owan

Purchaser:

Title President

Title \_\_\_\_\_

Ву \_\_\_\_\_

Fleming County Water Assoc., Inc. Bv

Attest: J.F Jpecretary

This contract is approved on behalf of the Farmers Home Administration this \_\_\_\_\_\_ day of \_\_August\_\_\_

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Carryn Lee Jas 2011,

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