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WATER PURCHASE CONTRACT

This contract for the sale and purcha	se of water is entered into as of the	day ofOctober	r
19 77, between the Richmond Ut	ility Board, d/b/a Richmon	nd Water, Gas & Sewera	age Works,
being the Board of Public Wo			
Corporation of the Third Cla	ISS (Address)		
hereinafter referred to as the "Seller" at	nd the Kingston-Terrill Wa	ter District whose add	iress is
South Third Street, Richmon	•	RECEIVED	SEIVED
hereinafter referred to as the "Purchase	(Address)	JAN 2 5 1995	2 4 1995
	WITNESSETH:	RATES & RESEARCH DIV.	C SERVICE MISSION
Whereas, the Purchaser is organized a	and established under the provisions of	Chapter 74	of
Code of Kentucky Revised Sta	tutes, for the purpose of cons	ructing and operating a water su	pply distribut
system serving water users within the this purpose, the Purchaser will require a	area described in plans now on file		
Whereas, the Seller owns and operate present customers of the Seller's system in the plans of the system now on file in			
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FHA 442-30 (Rev. 4-19-72)

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

at 60 P.S.I minimum from an effisting

_____inch main supply at a point located

on property owned by Starlin Howe, now in use

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.

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Purchaser ligrees

3. (Metering Equipment)/To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a 'neter 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 ______months previous to such test in accordance with the percentage of 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>regularly scheduled dates</u> An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

Seller agrees

B. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the <u>10th</u> day of each month, for water delivered in accordance with the following schedule of rates:

Next 400 cu. Next 5,000 cu.	fti fti fti fti fti	\$1.50 per 100 cu. feet \$.95 per 100 cu. feet
		PUBLIC SERVICE COMMISSION OF KENTUCKY

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

anden C. Neel BY:

2. (Connection Fee) To pay as in agreed cost, a connection fee to connect the Seller's system with a solution of the seller's solut

of the Purchaser, the sum of <u>N/A</u> dol

_____ dollars which shall cover any and all costs of the Seller for installation

of the metering equipment and <u>N/A</u>

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

new addition to the

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, for the new addition.

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

the above rates

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4. (Failure to Deliver) That the Beller 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 consume's 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. This Contract supercedes and replaces earlier Contracts between the parties hereto for the sale and purchase of water.

10. (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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FEB 0.6 1995

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

arden C. neel BY:

FOR THE PUBLIC SERVICE COMMISSION

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

Secretary

Seller: Richmond Utility Board d/b/a Richmond Water, Gas & Sewerage Works

By 🛓 Cha, rman Title .

Purchaser:

Kingston-Terrill Water District Bv Chairman Title

Attest: Baker Earl X

This contract is approved on behalf of the Farmers Home Administration this _____ day of ____

19 _____.

By ___

Title ___

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

FEB 06 1995

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Oordan C. Neel

BY: FOR THE PUBLIC SERVICE COMMISSION