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PUBLIC SERVICE
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WATER PURCHASE CONTRACT

THIS CONTRACT, for the sale and purchase of water is this day entered into by and between the City of Richmond, Kentucky, a municipal corporation of the third class through its Board of Public Utilities known as the Richmond Water, Gas and Sewerage Works of the first part and The White Hall Water District hereinafter referred to as the "District".

WITNESSETH,

WHEREAS, the District has been organized and established under the provisions of Chapter 74 KRS for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the District and to accomplish this purpose, the District will require a supply of treated water, and

WHEREAS, the City owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the city system and the estimated number of users to be served by the said District as shown in the plans of the system now on file in the office of the District, and

WHEREAS, by ordinance enacted on the 11 day of December, 1967, by the Council of the City, the sale of Water to the District in accordance to the provisions of this Contract was approved and the execution of this contract by the Mayor and attested by the City Clerk, and also by the Richmond Water, Gas and Sewerage Works, by its Chairman and was duly authorized, and

WHEREAS, by Resolution of the Commissioners of the District, enacted on the 21 day of December, 1967, the purchase of water from

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PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

the city in accordance with the terms set forth in this Contract was approved, and the execution of this contract by the Commissioners was duly authorized;

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

The City, by and through its Board of Public Utilities agrees:

(1) To furnish the District, at the point of delivery hereinafter specified, during the term of this Contract or any extension or renewal thereof, potable treated water meeting applicable purity standards of the State Board of Health in such quantities as may be required by the District.

(2) That water will be furnished at a reasonably constant normal pressure calculated at ___ pounds from an existing 6" main supply at a point just past the Sewage Treatment plant on Tates Creek Pike, Kentucky 169 in Madison County, Kentucky.

(3) To furnish the District at its office not later than the ___ day of each month an itemized statement of the amount of water furnished the District during the preceding month.

THE DISTRICT AGREES:

(1) To pay the Board of Public Utilities, not later than 15 days after receipt of the bill for water used the preceding month in accordance with the Schedule of Rates hereto attached. In the event said District fails to make any such payments when due, said Board may in its discretion impose and inflict upon the District the penalties applicable to delinquent customers of said Board and may in its discretion suspend service to said District until said delinquent bills and penalties have been paid.

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FOR THE PUBLIC SERVICE COMMISSION

IT IS MUTUALLY AGREED between the City of Richmond, Kentucky, through its Board of Public Utilities and the District, as follows:

(1) The terms of this Contract shall be for a period of ~~40~~ years beginning on that date on which the District has completed and has ready for use its distribution system and the District is hereby granted an option to renew or extend this Contract for an additional term of 20 years commencing at the end of the original term aforesaid, no notice of extension is required to be given.

(2) The District shall pay for such treated water such rate as is fixed in the Schedule of Rates hereto attached, or at such other rate as may be set by any agency to the State of Kentucky, or the Federal Government having, by law, the power and authority to fix and determine such rate and the City of Richmond through its Board of Public Utilities shall notify the District of any application or hearing for the purpose of determining or fixing rates which might effect said District, in so far as it is possible for said City through said Board to give said notice.

(3) That the City 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 District with quantities of water required by the District. 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 City is otherwise diminished over an extended period of time, the supply of water to District consumers shall be reduced or diminished in the same ratio or proportion as the supply to City consumers is reduced or diminished.

(3A) The District shall furnish the water meter and shall have periodic test made on its accuracy and both parties agree to make adjustments in accordance with the test.

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(4) That this Contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Kentucky and the City and District will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

(5) That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) 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 District are conditioned upon the approval, in writing, of the State Director of Kentucky, of the Farmers Home Administration. Similarly, any modification of the provisions of this Contract, including any increase in the schedule of rates to be paid by the District for the delivery of water shall be conditioned upon the prior approval, in writing, of the State Director of Kentucky, of the Farmers Home Administration.

(6) That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the District hereunder.

IN TESTIMONY WHEREOF, this contract is executed by the City of Richmond, Kentucky, Board of Public Utilities known as the Richmond Water, Gas and Sewerage Works, and by The White Hall Water District on this the 12 day of December, 1967, in multiple copies, each of which shall have the same force and effect as the original.

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BY: Jordan C. Noel
FOR THE PUBLIC SERVICE COMMISSION

CITY OF RICHMOND, KENTUCKY

BY Virgil H. Roberts
Mayor

ATTEST:

Geneva Harpwood
City Clerk

RICHMOND, WATER, GAS AND SEWERAGE WORKS

BY Raymond J. Chaney

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PURSUANT TO 807 KAR 5.011,
Commissioner's (1)

BY Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

THE WHITE HALL WATER DISTRICT

BY Wright Wells
George L. Smith

Thomas Fox Jr.

Commissioners

This Contract is approved on behalf of the Farmers Home
Administration, this 23 day of Oct, 1968

Amuel T. Allison
State Director of Kentucky