Form RD 442-30 (Rev. 10-96)

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

FORM APPROVED OMB NO. 0575-0015

EMERGENCY WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 8th day ofJuly,
2002 , between theRattlesnake Ridge Water District
P.O. Box 475 Grayson, KY 41143
(Address)
hereinafter referred to as the "Seller" and theSandy Hook Water District,
P.O. Box 726, Howards Creek Sandy Hook, KY 41171
(Address)
hereinafter referred to as the "Purchaser",
WITNESSETH:
Whereas, the Purchaser is organized and established under the provisions of Kentucky Revised Statutes of the
Code of, 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 Purchaser and to accomplish 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 the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and
Whereas, by Resolution No. 7 8 502 enacted on the 8th day of July , 2002,
by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said <u>Resolution</u>
was approved, and the execution of this contract carrying out the said Resolution by the
Chairman, Rattlesnake Ridge Wtr Distand attested by the Secretary, was duly authorized, and
Whereas, by Resolution of the Chairman of the Purchaser,
enacted on the day of, 2002 , the purchase of water from the Seller
in accordance with the terms set forth in the said Resolution was approved, and the execution of this
contract by the Chairman, Sandy Hook Water District and attested by the Secretary was duly authorized;
Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,
A. The Seller Agrees:
1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or
any renewal or extension thereof, potable treated water meeting applicable purity standards of the USEREF BRANCH
and Commonwealth of Kentucky Division of Water RECEIVED
in such quantity as may be required by the Purchaser not to exceed 3,000,000 gallons per month. 10/31/2013
Public reporting burden for this collection of information is estimated to average I hour per response, including the time for reviewing instruction RUBLIC SERVICE acress gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any elegants of the collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W. Mashing in S.S. ON 250-7602, Please DO NOT RETURN this form to this address. Forward to the local USDA office only You are not required to respond to this collection of the ENTITICKY phase of convents valid OMB control manber.

2. (Point of Deliver	y and Pressure) That	water will be furnish	ed at a reasonably constant	pressure calculated at
125 _{psi}	from an existing _	ten (10)	inch main s	upply at a point located
If a greater pressure than tha pressure shall be borne by th fire and use of water to fight of time as may be necessary	it normally available at the ne Purchaser. Emergency t fire, earthquake or other to restore service.	failures of pressure or su catastrophe shall excus	quired by the Purchaser, the cost apply due to main supply line br the Seller from this provision	for such reasonable period
equipment, including a mete to the Purchaser and to calib twelve (12) months. A mete	er house or pit, and require prate such metering equip or registering not more the	ment whenever requeste an two percent (2%) abo	s own expense at point of delive ype for properly measuring the d by the Purchaser but not more we or below the test result shall	frequently than once every be deemed to be accurate.
previous to such test in acco	ordance with the percentage	ge of maccuracy round o	y such tests. If any meter fails to t of water delivered in the correspondent amount. The metering ex	conding period immediately
20th of m the meter for the purpose o	onth	An appropriate official o	of the Purchaser at all reasonabl	e times shall have access to
	Y To Europa the Durchas	ser at the above address furnished the Purchaser (not later than the <u>lst</u> Buring the preceding month.	day of each month,
B. The Purchaser Agrees				
accordance with the follow	ving schedule of rates:		10th day of each n	
a. \$112.50	for the first <u>50</u> , 00	gallons, which ar	nount shall also be the minimur	n rate per month.
			K <u>XXXXXXXXXXX</u> X	
c \$ 2 25	erats per 1000 gallo	ons for water in excess o	f <u>50,000</u> gallons.	
2. (Metering Ed to the Seller's and connection and installati	quipment) To furn s system as set o s shall follow go on shall be appro acceptance by th perty of the Selle	ish and install out in Paragraph ood and normal eroved by the Selle	one compound meter pi A (2) above. Said me gineering principles or and performed by the eter vaults and equipment that and maintain same	and said design ne Purchaser. Upon ment therein shall
				TARIFF BRANCH
2. (Connection Fee	e) To pay as an agreed c	ost, a connection fee to	connect the Seller's system with	
			costs of the Seller for installati	
andN/A			·	PUBLIC SERVICE COMMISSION OF KENTUCKY

C. It is f	urther mutually agreed between the Seller a	d the Purchaser as follows:
l. (Term of Contract) That this contract shall exhown by the first bill submitted by the Sell may be agreed upon by the Seller and Purch	tend for a term of years from the date of the initial delivery of any or to the Purchaser and, thereafter may be renewed or extended for such term, or
2. (supply dis	Delivery of Water) That 14 day stribution system, the Purchaser will notify t	s prior to the estimated date of completion of construction of the Purchaser's water ne Seller in writing the date for the initial delivery of water.

irrespective of whether the metering equipment has been installed at that time, at a flat charge of \$ 2.90/1,000 gallons which will be paid by the contractor or, on his failure to pay, by the Purchaser.

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.

- 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.
- 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 Rural Development 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 Rural Development.
- 8. (Successor to the Purchaser) That in the event of any occurrence 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.
 - la. For temporary emergency hook-up not to exceed (5) five consecutive days unless otherwise agreed to by both parties, Emergency determination shall be at the sole discretion of the seller.
 - lb. Once the state prison is operational, the seller reserves the right ro reevaluate the furnishing of the Emergency Water Supply.

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ecuted in	four (4)	counterparts, each of which shall constitute an original.			
			Seller:	Rattlesnake Ridge W	ater District
liest: Savel	weell		Title	Chairman	
afry Kar	roll, Secretary.				
			Purcha	ser: Sandy Hook Water I	
			Ву		
itest:			Title _	Chairman	
AXXXXXXXXX	Secretary				9
his contract is	approved on behalf of	Rural Development this		day of	
2002 .					
			Ву		
			Title		

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* U.S. GPO: 1997-5555-806
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