WATER PURCHASE CONTRACT

74, between the City of Lawrence	30 m A	
City Hall, Lawrencebu	rg. Kentucky 40342	· · · · · · · · · · · · · · · · · · ·
**	(Address)	
	South Anderson Water Distric	<u> </u>
P. O. Box 211, Law	renceburg. Kentucky 40342	
hereinafter referred to as the "Purchaser",	(Address)	
	WITNESSETH:	
A CATACON CONTRACTOR OF THE CATACON CONTRACT		
Whereas, the Purchaser is organized and estable	ished under the provisions of KR 6 74	of t
	, for the purpose of constructing and operating a	•
system serving water users within the area desc this purpose, the Purchaser will require a supply of	ribed in plans now on file in the office of the Purc of treated water, and	haser and to accompli
Whereas, the Seller owns and operates a water	supply distribution system with a capacity currently	y capable of serving t
present customers of the Seller's system and the c in the plans of the system now on file in the office	estimated number of water users to be served by the second the Purchaser, and	aid Purchaser as show
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Whereas, by Resolution	Noenacted on the	ds
February	, 19 74, by the Seller, the sale of water to the I	
	, 19 74, by the Seller, the sale of water to the I	Purchaser in accordance
the provisions of the saidResolution	, 19 74, by the Seller, the sale of water to the lattice was approved, and the ex-	Purchaser in accordance
the provisions of the said	by the City of Lowrenceburg, and the expanded	Purchaser in accordance
the provisions of the said	, 19 74, by the Seller, the sale of water to the lattice was approved, and the ex-	ecution of this contrac
the provisions of the said	by the City of Lowrenceburg, and the export of the Board of Commissioners.	Purchaser in accordance ecution of this contract
the provisions of the said	by the City of Lowrenceburg, and the export of the Board of Commissioners day of	Purchaser in accordance ecution of this contraction of the contraction
the provisions of the said	by the City of Lowrenceburg, and the export of the Board of Commissioners day of February with the terms set forth in the said Resolution	Purchaser in accordance ecution of this contra
the provisions of the said	by the City of Lowrenceburg, and the export of the Board of Commissioners day of February with the terms set forth in the said Resolution	Purchaser in accordance ecution of this contraction of the contraction
the provisions of the said	by the City of Lowrenceburg, and the export of the Board of Commissioners day of February with the terms set forth in the said Resolution	Purchaser in accordance ecution of this contra
the provisions of the said Resolution and attested by the Secretary, was duly authorized Whereas, by Resolution of the Purchaser, enacted on the 18th the purchase of water from the Seller in accordance was approved, and the execution of this contract by attested by the Secretary was duly authorized;	by the City of Lowrenceburg, and the experimental day of February with the terms set forth in the said Resolution, the South Anderson Water District.	Purchaser in accordance ecution of this contra
the provisions of the said	was approved, and the experimental by the	ecution of this contract, 19 74
the provisions of the said Resolution and attested by the Secretary, was duly authorized. Whereas, by Resolution of the Purchaser, enacted on the letter in accordance was approved, and the execution of this contract by attested by the Secretary was duly authorized; Now, therefore, in consideration of the foregoing I. (Quality and Quantity) To furnish the	was approved, and the experimental by the City of Lowrenceburg, and of the Board of Commissioners day of February with the terms set forth in the said Resolution of the Bouth Anderson Water Districtions and the mutual agreements hereinafter set forth, Purchaser at the point of delivery hereinafter species	recution of this contraction, 19 74
the provisions of the said Resolution and attested by the Secretary, was duly authorized Whereas, by Resolution of the Purchaser, enacted on the latter in accordance was approved, and the execution of this contract by attested by the Secretary was duly authorized; Now, therefore, in consideration of the foregoing the Seller Agrees: 1. (Quality and Quantity) To furnish the	by the City of Lowrenceburg and the example of the Board of Commissioners day of February with the terms set forth in the said Resolution with the mutual agreements hereinafter set forth, Purchaser at the point of delivery hereinafter speciotable treated water meeting applicable purity standards.	recution of this contraction, 19 74

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lf a sucl brea	n greater p h greate aks, powe	pressure the pressure s r failure, f	an that norm shall be born lood, fire an	ally available by the Poid use of waeriod of time	le at the urchaser, ter to fig	point of de Emergen the fire, ea	inch under the control of the contro	equired be of press other ca	y the Pur	chaser, the	cost of p	Ky. 64 roviding
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aeliva		cordance v	vith the following the per month	1.	ale of rat he first _	es:	1.000	gal	lons, whic	ch amount s		
	b. `	s ——O+	39	cents per-	1000 gall	ons for wa	er in exce	ss of	1.00	Ì	gallo	ons but
		less than .	_500,00		gal	lons.				•		
•	c.	s		cents per	1000 ga	llons for w	ater in exc	ess of _			g	allons.
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d b	t point and requirements by the tristering	of deli- uired de ed to the Seller based on not m	very, the wides of Purchas at not mo ore than	nent) To : e necess: estandere ser and t xre freque two pero vious res	ary meditype o califortiy ently tent (2)	tering of for proporate author conduction (%)	equipme certy meta ce ever e or boi	nt, inc. pesuring exing exity twelvestood low the	luding g the c quipme re (12) e test r	a meter ruentity int when months. esult si	house of was ever re A met	or pli ter equest er re-
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Continuation of The Purchaser Agrees, #2

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 or about the same day of each month. An appropriate offical of the Purchaser at all reason times shall have access to the meter for the purpose of verifying its readings.

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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 40 (AForty) 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.
- 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 \$ 0.39/1000 gal which 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. 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 case (1) 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.

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	r authority of their respective governing bodies, have caused this contrac
be duly executed incounterpa	rts, each of which shall constitute an original.
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	City of Lawrenceburg, Klytucky
	By Kanneth P. Hospins
test:	Title MAYOR
Elapher C. Hanks	
Secretary	Purchaser:
	SOUTH ANDERSON WATER DISTRICT
	By allin Warford
	Title CHARMAN
(10s):	
Secretary	
his contract is approved on behalf of the Farmers	Home Administration this day of Manual files
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	By The T. Harnen
	Title Chief Community Progra
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ChO #10-501

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