WATER PURCHASE CONTRACT

The state of the s	· !
This contract for the sale and purchase of water is entered into as of the <u>19th</u> day of <u>May</u> THE CITY OF SCOTTSVILLE, KENTUCKY, a municipal corporation of Scottsville, Allen County, Kentucky, 42164, acting by and the <u>92</u> , between the <u>Hon. George Maxwell, City-County Building, Scottsville, Kentucky</u>	the Fourth Class, cough its Mayor,
92, between the <u>Hon. George Maxwell, City-County Building, Scottsville, Kenti</u>	<u>1cky 4216</u> β
(Address)	!
hereinafter referred to as the "Seller" and the ALLEN COUNTY WATER DISTRICT, A BODY Corporat	e, of Scottsville,
Allen County, Kentucky, 42164, acting by and through its Chairman, JOHN H. Journal vested in him by the Board of Commissioners of said District, of Scounty, Kentucky, City-County Bldg., 4216(Hdress)	INES, pursuant to
hereinalter referred to as the "Purchaser",	i
WITNESSETH:	
Whereas, the Purchaser is organized and established under the provisions ofKRS Chapter 74	of the
Code of the Commonwealth of Kentucky , for the purpose of constructing and operating a water suppl	· .
system serving water users within the area described in plans now on file in the office of the Purchaser and t 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 coresent customers of the Seller's system and the estimated number of water users to be served by the said Purchanthe plans of the system now on file in the office of the Purchaser, and	of serving the ser as shown
Whereas, by resolution No. enacted on the 16th	i day
March, 1992 , 19, by the Seller, the sale of water to the Purchaser in	
	n accordance .
riturne provisions of the said <u>resolution</u> was approved, and the execution of	this contract
arrying out the said <u>resolution</u> by the <u>Mayor of the City of Scottsvil</u> nd attested by the Secretary, was duly authorized, and	le, Kentucky
Whereas, by resolution of the Board of Commissioners	· ·
f the Purchaser, enacted on the25thday ofMarch	, 19 <u>92</u> ,
ne purchase of water from the Seller in accordance with the terms set forth in the said	
as approved, and the execution of this contract by the <u>Chairman of the Board of Commissioners</u> ttested by the Secretary was duly authorized;	, and
Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,	
The Seller Agrees:	•
1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during	the term of
is contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Catural Resources and Environmental Protection, Division of Sanitary Engineeriealth of Kentucky.	ng, Common-
	TARIEF BRANCH
such quantity as may be required by the Purchaser not to exceed 15,000,000 gallons per month.	KECEIVED
J. S. GOVERNMENT PRINTING OFFICE: 1978—665-052/23 DECEIVE FHA 442-30 (Re	v. 4-19 ¹ /2)
JAN - 4 1993:	PUBLIC SERVICE COMMISSION
	OF KENTUCKY

at 50 lbs. PSI from any existing transmission lines XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	located <u>at</u> as determined
by Engineers of the Seller and Purchaser.	
If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the couch greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to moreaks, power failure, flood, fire and use of water to light fire, earthquake or other catastrophe shall excuse this provision for such reasonable period of time as may be necessary to restore service.	ain supply line
3. (Metering Equipment) To furnish, install, operate, and maintain at its own expense at point of necessary metering equipment, including a meter house or pit, and required devices of standard type for properties quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by but not more frequently than once every twelve (12) months. A meter registering not more than two percent below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to	erly measuring the Purchaser t (2%) above or
shall be corrected for the <u>Twelve</u> months previous to such test in accordance with the inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished duri shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure	ng such period
and Purchaser shall agree upon a different amount. The metering equipment shall be read on or about the An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpoits readings.	25th day of each se of verifying month.
4. (Billing Procedure) To furnish the Purchaser at the above address not later than the <u>10th</u> each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding mont	ay or
B. The Purchaser Agrees:	•
1. (Rates and Payment Date) To pay the Seller, not later than the 10th day of each more elivered in accordance with the following schedule of rates:	orth, for water 6
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NAME OF THE PROPERTY OF THE PR	
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(a) \$2.03 per one thousand gallons of water delivered with said rate to effective at such time as the City's (Seller's) Water Treatment Pla under construction on the Barren River Reservoir, is complete and of and the City is delivering water to the District (Purchaser) therefore contracted by the parties in that certain Water Purchase Contract of June, 1991, but subject to all the terms of this contract, incl Paragraphs C4, C5, C6, C7, and C8. The City (Seller) and the Water (Buyer), pursuant to oral discussions, agree to review and evaluate one year after the new treatment plant is complete and operational.	nt, now perational, rom, (as ated uding District
2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with	
Purchaser, the sum of dollars which shall cover any and all costs of the Seller for	installation 10/22/2009
the metering equipment andN/A .	
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z. . (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated

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

extended for such term, or terms, as may be agreed upon by the Seller and Purchaser and, thereafter may be renewed or
2. (Delivery of Water) That N/A 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 Seller has heretofore been delivering water to the Purchaser under water Purchase Completes dated May 26, 1977 and June, 1991, the terms of which, to the extent they are
Complete dated May 26, 1977 and June, 1991, the terms of which, to the extent they are not in conflict herewith, shall be construed to be extended for the term of this contract. 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 \$ which will be paid by the contractor or, on his failure to pay, by the Purchaser.

1. (Term of Contract) That this contract shall extend for a term of fifty (50) years from the date of the initial

- 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 Scller's consumers is reduced or diminished.
- 5. (Modification of Contract) That the provisions of this contract partaining to the schedule of rates to be paid by three three three purchaser for water delivered are subject to modification at the end of every year period. Any increase or agreed decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such by the costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or parties 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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The witness shippeof, the parties hereto, acting under authority of	и боси по ресеняе восенниц болев, наче санисе бага същнег
to be duly executed in six counterparts, each of	which shall constitute an original.
Attest: Attest: Attest: Secretary Secretary	THE CITY OF SCOTTSVILLE By Mayor of the City Purchaser: THE ALLEN COUNTY WATER DISTRICT By Title Chairman of the Board of Commissioners
This contract is approved on behalf of the Farmers Home Admini	stration this 21 of day of Meenser,
19 <u>92</u> .	By James d. Vileter Title Community & Businer Programs Specialist

TARIFF BRANCH

10/22/2009

PUBLIC SERVICE COMMISSION OF KENTUCKY