PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

CITY OF LIBERTY LIBERTY, KENTUCKY MUNICIPAL ORDER NO. 86-MO-<u>16</u>

SEP 02 1994

PURSUANT TO BOT KAR 5.011, SECTION 9 (1)

A MUNICIPAL ORDER AUTHORIZING MAYOR TO EXECUTE WATER PURCHASE CONTRACT

The City of Liberty does hereby order as follows:

SECTION I - That Malcolm Wolford, as Mayor of the City of Liberty, is authorized and directed to execute, on behalf of the City of Liberty, the Water Purchase Contract between the City of Liberty and East Casey County Water District, a copy of which is attached hereto, incorporated herein, and made a part of this municipal order.

SECTION II - SEVERABILITY OF CLAUSES: All municipal orders or parts of municipal orders in conflict with this municipal order are hereby repealed, and if any part, section, subsection, paragraph or clause of this municipal order shall be held unconstitutional or otherwise invalid then only such section, subsection, paragraph or clause shall be voided and the remaining parts, sections, subsections, paragraphs and clauses hereof shall remain in full force and effect.

SECTION III - RECORD OF PASSAGE: Upon motion of John Clicker, seconded by <u>Arrey David</u>, <u>4</u> voting in favor, <u>O</u> voting against, <u>O</u> abstaining, the foregoing ordinance received reading and passage upon this <u>13</u> day of October, 1986.

Trena Cummins, Clerk

I certify that this is a true and correct copy of the Muncipal Order enacted by the City of Liberty on October 13, 1986

Trena Cummins, City Clerk

(Rev. 4-	-FHA 11A 442-30 •19•72)	,	WÁTE	ER PURCHAS	and the second	.CT	,	
This	contract for the	e sale and pu	irchase of wate	r is entered int	o as of the 🖄	5 day ol	September	
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:) 2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated

80 Lbs. per sq. inch from an existing ______ inch main supply at a point located ______

at the present meter on the W.'K. Shugars'Heirs' real property

If r 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.

3. (Metering Equipment) To lurnish, install, operate, and maintain at its own expense at point of delivery, the necussary metering equipment, including a meter 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 helow the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate

and Purchaser shall agree upon a different amount. The metering equipment shall be read on <u>15th of each month</u>. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. (Billing Procedure) To furnish the Purchaser at the above address not later than the ______day of month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

B. The Purchaser Agrees:

I. (Rates and Payment Date) To pay the Seller, not later than the ______ day of each month, for water delivered in accordance with the following schedule of rates:

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PURSUANT TO 807 KAR 5:011. SECTION 9(1) BY: FOR THE PIST

(Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system 2.

of the Purchaser, the sum of \$89,000.00 dollars which shall cover any and all costs of the Seller for installation

of the metering equipment and any and all other costs of the seller which may be classified as material or necessary to connect the sellers system with the purchasers system. This connection fee shall not be due and payable to the seller until such time as Farmers Home Administration transmits the loan money to East Casey County Water District.

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

the se . . . **/** ars from the date of the initial 1. (Term of Contract) That this contract shall extend for a term of ... 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.

10 _____ days prior to the estimated date of completion of construction of the 2. (Delivery of Water) That _ 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 meter charge of \$1.60 per 1,000 gallons of water

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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

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1 year period. Any increase or the Purchaser for water delivered are subject to modification at the end of every _ 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 perlorming 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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PURSUANT TO 807 KAR 5:011, SECTION 9(1)

Andre C. ΒY:. COMMENSION In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in <u>duplicate</u> counterparts, each of which shall constitute an original.

Seller: City of Liber Bv 1. Title Attest Secretary Purchaser: County Water District East Casey 2 By 11. 11 i C . Cha' Title Attes This contract is approved on behalf of the Farmers Home Administration 19 82 By Special -usura. Title-> PUBLIC SERVICE COMMISSION OF KENTUCKY ··· EFFECTIVE 10.00 122 1994 2 PURSUANT TO 807 KAR 5011, SECTION 9 (1) BY PĮ. ł ١