

## WATER PURCHASE AGREEMENT

THIS WATER PURCHASE AGREEMENT is made by and between the JONATHAN CREEK WATER DISTRICT of 7564 U.S. Highway 68E, Benton, KY 42025, (hereinafter referred to as the "District"), the CITY OF HARDIN, KENTUCKY of 104 2<sup>nd</sup> Street, Hardin, KY 42048 (hereinafter referred to as the "City"), and COUNTY OF MARSHALL, KENTUCKY of 1101 Main Street, Benton, KY 42025 (hereinafter referred to as the "County"),

### WITNESSETH

WHEREAS, the City owns and operates a water supply distribution system serving water users within the area described in plans now on file in the office of the City ("City's Territory") and desires to increase the supply of water available to its users by connecting the District's system to the City's system;

WHEREAS, the District owns and operates a water supply distribution system with a capacity currently capable of serving its present customers and the estimated supplemental water needs to be required by the City;

WHEREAS, the District owns an 8" water main located within the City's Territory along Kentucky Highway 402, is able to connect to the City's System without extending the District's System, and has determined there is a general benefit accruing to the District from furnishing water to the City pursuant to this Agreement;

WHEREAS, the County has agreed to pay the costs to connect the District's System to the City's System;

WHEREAS, by Resolution enacted by the District's Board of Commissioners on Dec 22, 2020 the District approved and authorized the connection to the City's system and sale

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**Linda C. Bridwell**  
Executive Director



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of water to the City in accordance with the terms of this Agreement, and the execution of this Agreement by the Chairman on behalf of the District was duly authorized;

WHEREAS, by Resolution enacted by the City's council on 2-8-2021, the City approved and authorized the connection to the District's system and purchase of water from the District pursuant to the terms of this Agreement and the execution of this Agreement by the Mayor was duly authorized;

WHEREAS, by Resolution enacted by the County's Fiscal Court on 5-19-2020 the County agreed to pay the costs necessary for the District to connect to the City pursuant to KRS 74.350 and KRS 67.083 and the terms of this Agreement;


WHEREAS, the City and the District are engaged in a cooperative effort to connect the District's water distribution system with the City's water distribution system to provide and additional/emergency water supply to the City; and

WHEREAS, the parties desire to execute a formal Agreement regarding the duties and responsibilities each shall have in this cooperative effort;

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by the parties, the District, County, and City agree as follows:

1. **Furnish Water.** The District agrees to furnish the City during the term of this Agreement or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Commonwealth of Kentucky as defined in KRS 224.032 and in accordance with Kentucky Public and Semi Public Water Supplies Regulations (KAR Title 401, Chapter 6) in such quantity as may be required by the City not to exceed ~~6 Million gallons per month at the~~ point of delivery set forth below.

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2. **Point of Delivery and Pressure.** The District agrees that the water will be furnished at a reasonably constant pressure calculated from the District's 8" main at a point Kentucky Highway 402 ("Point of Delivery"). If a greater pressure than that normally available at the Point of Delivery is required by the City, the cost of providing such greater pressure shall be borne by the City. 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 District from this provision for such reasonable period of time as may be necessary to restore service.

3. **Rate.** The City will pay the District not later than the 25<sup>th</sup> day of each month, \$2.00 per 1,000 gallons of water delivered to it by the District pursuant to this Agreement.

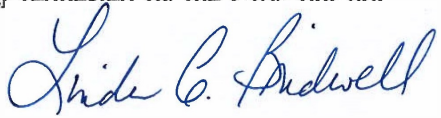
4. **Billing Procedure.** The District will furnish the City at the address above not later than the 15<sup>th</sup> day of each month, with an itemized statement of the amount of water furnished the City for the preceding month.

5. **No Minimum Usage** There is no minimum usage required by the City, and the City will not be charged a minimum usage fee.

6. **Term.** The initial term of this Agreement shall be a period of one (1) year(s) from the date of this Agreement and may be renewed or extended thereafter for such term, or terms, as may be agreed upon by the District and the City.

7. **Metering Equipment.** The District agrees to furnish, install, operate and maintain at the point of delivery all fittings and metering equipment and devices required to properly measure the quantity or water delivered by the District to the City ("Metering Equipment"), and to calibrate the Metering Equipment whenever requested by the City, but not

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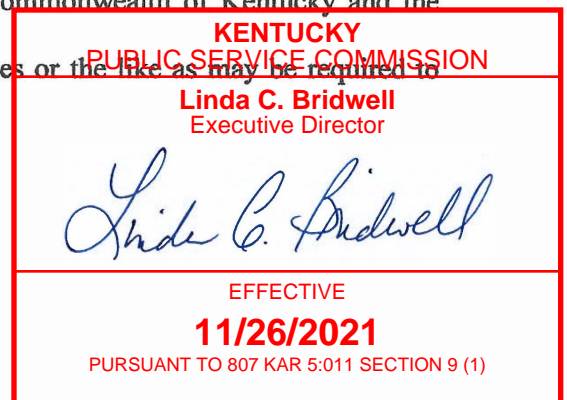
more frequently than every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. If any meter fails to register for any period, the amount of water furnished will correspond with the period immediately prior to the failure, unless both parties agree upon a different amount.

8. **Cost to Connect.** The County agrees to cover and pay the cost to connect the District's system to the City's system, including the cost to install the Metering Equipment. The City will not be charged a Connection Fee.

9. **Maintenance of District's System.** The District will, at all time, operate and maintain its system in an efficient manner and will take such action as may be reasonably necessary to furnish the City with quantities of water required by the City. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event an extended shortage of water, or the supply of water available to Seller is otherwise diminished over an extended period of time, the supply of water to the City shall be reduced or diminished in the same ratio or proportion as the supply to District's other consumers is reduced or diminished.

10. **Modification of this Agreement.** The provisions of this Agreement pertaining to the rate to be paid by the City for water purchased at the end of every one (1) year period. And increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder. Other provisions of this Agreement may be modified or altered by mutual agreement.

11. **Regulatory Agencies.** This Agreement is subject to such rules, regulations or laws as may be applicable to similar agreements in the Commonwealth of Kentucky and the parties will collaborate in obtaining such permits, certificates or the like as may be required to comply therewith.




12. **Termination.** The District and the City have the right to terminate this Agreement for just cause upon giving ninety (90) days written notice to the other of the date of termination at the party's address set forth above.

13. **Miscellaneous Provisions.** This Agreement represents the entire understanding and agreement of the parties, and all prior covenants, agreements, presentations and covenants are merged herein. This Agreement shall be binding upon the parties and deemed fully enforceable in law or in equity. If any provision of this Agreement shall be invalid under applicable law, that invalidity shall affect the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

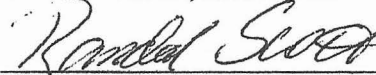
**DISTRICT:**

JONATHAN CREEK WATER DISTRICT

By:   
Jeff O'Bryan, Chairman

**CITY:**

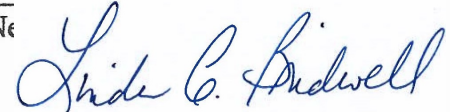
CITY OF HARDIN, KENTUCKY

By:   
Randal Scott, Mayor

**COUNTY:**

MARSHALL COUNTY, KENTUCKY  
PUBLIC SERVICE COMMISSION

By:   
Kevin Ne



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