

THIS CONTRACT AND AGREEMENT was made and entered into on this the 6th day of November, 1961, by and between the City of Lawrenceburg, Kentucky, a municipal corporation, acting by and through its Mayor, Thomas B. Ripy, and its Clerk, Jane M. Spencer, pursuant to resolution adopted by its Board of Council in regular meeting assembled on the 6th day of November, 1961, hereinafter known and referred to as the City, and the Alton Water District, acting by and through its Commissioners, P. H. Crutcher (who is also its Chairman), W. E. Chowning (who is also its Secretary) and Delores Noriwether (who is also its Treasurer), hereinafter known and referred to as the District, both parties being of Anderson County, Kentucky;

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P.S.C. RATES & RESEARCH DIV.

WHEREAS, the City is the owner of a municipally operated water and sewer system, including a water treatment plant and water mains for the transporting of water in and about the limits of the City of Lawrenceburg; and,

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PURSUANT TO 807 KAR 5011, SECTION 9

BY: [Signature] FOR THE CITY

WHEREAS, the District contemplates the construction of water mains and lines in Anderson County, Kentucky, to the area located generally north of the City of Lawrenceburg;

WHEREAS, the City is desirous in selling and the District is desirous in purchasing water for ultimate consumption by the customers of the District;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter contained, it is agreed and understood by and between the parties hereto as follows:

1. The City agrees to furnish water to the District through an acceptable meter which shall be furnished, maintained and located on U. S. Highway #127 at or near the northern boundary line of the City of Lawrenceburg, Kentucky. The City shall be given access to and the right to inspect and test said meter or meters at any and all times and said meters shall be of the disc type.

2. The obligation of the City to supply water as agreed under paragraph 1 above is limited to the understanding that the City shall be required to use reasonable care and diligence in the operation and maintenance of its existing system to prevent and avoid interruption and fluctuations in the supply, but it cannot and does not guarantee that such interruptions and fluctuations will not occur, or that because of emergencies due to breaks, leaks, defects, necessary repairs, fires, strikes, Acts of God, or other causes or unusual demand upon its system there may be periods during which the supply of water may be materially curtailed or interrupted, in which event, the City shall not be held liable for failure to supply the District with

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PURSUANT TO 807 KAR 6-00  
SECTION 9 (1)

3. The District agrees to pay \$.31 per thousand gallons of water furnished to the District, which payment shall be made monthly payable not later than the 15th day of the month following the sale of the water, and, in the event the District fails to make said payments within said time, the City reserves the right to either discontinue such service or to impose and inflict upon said District the penalties applicable to delinquent customers.

4. It is agreed that the City assumes no obligation to furnish satisfactory or any specified amount of water pressure

for use by the District; it being understood that the District has the duty to furnish its own pressure above that available from the supply main at the location of the master meter aforementioned.

5. It is further agreed that in the event the City increases its water rates to its local subscribers, then the City may also increase the rates to the District, provided the increased rates to the District remain in the same proportions which the present rates to the District, hereinabove set out, bear to the present rates to the local subscribers of the City.

6. It is further agreed that the District shall care and hold forever harmless the City from any liability resulting from any and all negligence or wrongful acts of the District, its officers, agents, servants or employees.

7. It is further agreed that in the event of an extreme emergency whereby the City would need to preserve the water supply in its standpipes for fire fighting purposes or other adequate reason, the supply to the District may be first curtailed before the City would be obligated to curtail service to its local subscribers in which event no liability would result to the City by the curtailing of the supply to the District.

8. The term of this contract shall be for the period of twenty (20) years, beginning with the date shown in the caption hereof and an option to renew granted to the District shall automatically renew or extend this contract for an additional term of twenty (20) years commencing at the end of the original term aforesaid.

IN WITNESS WHEREOF, WITNESS the hands of the Mayor and Clerk of the City of Lawrenceburg and the hands of the Commission members of the said Water District to multiple copies

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PURSUANT TO 807 KAR 5011,  
SECTION 4(1)

BY: *Arthur B. [Signature]*  
[Signature]

