

THIS AGREEMENT, made and entered into this the 31st day of ^{December}~~October~~, 1971, by and between CITY UTILITIES COMMISSION OF THE CITY OF PRESTONSBURG, KENTUCKY, party of the first part, and FORREST MUSIC, D/B/A AUXIER WATER COMPANY, party of the second part.

WITNESSETH:

That the parties hereto, for and in consideration of the covenants of this agreement hereinafter set out, to be paid, kept, and performed, hereby agree as follows:

(1) The party of the first part agrees to furnish to the party of the second part, at the point of delivery which is located at the site of the Highlands Hospital now being constructed, during the term of this contract, or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Kentucky Department of Health at the point of delivery in such quantities as may be required by the party of the second part, not to exceed 100,000 gallons per day of twenty-four hours.

(2) Water will be furnished at a reasonably constant pressure at 40 p.s.i. from an existing 10-inch main supply at a point located near the new Highlands Hospital now under construction. If a greater pressure than that normally available at the point of delivery is required by the party of the second part, the cost of providing such greater pressure shall be borne by the party of the second part. 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 party of the first part from this provision for

such reasonable period of time as may be necessary to restore service.

(3) The party of the first part agrees to furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the party of the second part and to calibrate such metering equipment whenever requested by the party of the second part but not more frequently than once 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. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the 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 party of the first part and party of the second part shall agree upon a different amount. The metering equipment shall be read on the last day of the month. An appropriate official of the party of the second part at all reasonable times shall have access to the meter for the purpose of verifying its readings.

(4) The party of the first part agrees to furnish the party of the second part at his address at Auxier, Kentucky, once each month, a statement of the amount of water furnished the party of the second part during the preceding month.

(5) The party of the second part agrees to pay the party of the first part not later than the 20th day of

each month for water delivered in accordance with this agreement at the rate of fifty (50¢) cents per thousand gallons for all water furnished.

(6) This contract shall extend for a term of one (1) year from the date hereof and thereafter may be renewed or extended for such term or terms as may be agreed upon by the parties hereto.

(7) The party of the first part is not to be responsible in any way for failure of party of the second part to furnish sufficient water for fire protection purposes.

(8) The party of the second part shall be responsible for any chlorination of the water furnished by party of the first part, if such chlorination is required by the Floyd County Department of Health.

(9) The party of the first part 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 party of the second part with quantities of water required by the party of the second part. 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 party of the first part is otherwise diminished over an extended period of time, the supply of water to party of the second part's consumers shall be reduced or diminished in the same ratio or proportion as the supply to party of the first part's consumers is reduced or diminished.

(10) In the event any occurrence takes place which renders the party of the second part incapable of

performing under this contract, any successor of the party of the second part, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the party of the second part hereunder, and this agreement shall extend to and be binding upon the successors of party of the first part and party of the second part.

(11) In the event the water bill of party of the second part is not paid, the party of the first part, upon reasonable notice to the party of the second part, may disconnect the water and is not required to furnish water in the future until all past bills are paid.

(12) If the party of the first part does not have a sufficient supply of water to supply its consumers of the City of Prestonsburg, Kentucky, then the party of the first part, at its disgression, may reduce the amount of water to be furnished to the party of the second part under this agreement so long as the furnishing of such water shall endanger the furnishing of water to the consumers of the City of Prestonsburg, Kentucky.

IN TESTIMONY WHEREOF, the party of the first part has caused this agreement to be executed by its duly appointed, acting, and qualified Commissioners, and the party of the second part has hereunto subscribed his name, this the day and date first above written.

CITY UTILITIES COMMISSION OF THE
CITY OF PRESTONSBURG, KENTUCKY

By William C. Goebel
CHAIRMAN

Blair K. Hall
COMMISSIONER

John O. Heinze
COMMISSIONER

ATTEST:

Richard Davis
SUPERINTENDENT

FORREST MUSIC, D/B/A
AUXIER WATER COMPANY

Forrest Music

STATE OF KENTUCKY

SCT.

COUNTY OF FLOYD

I, Wanda Hoover, a Notary Public within and for the County and State aforesaid, do hereby certify that the foregoing agreement between the CITY UTILITIES COMMISSION OF THE CITY OF PRESTONSBURG, KENTUCKY, and FORREST MUSIC, D/B/A AUXIER WATER COMPANY, was, on this day, produced to me in my said County and duly acknowledged by William O. Goebel, Chairman of the City Utilities Commission, John G. Heinze and Blaine Hall, Commissioners of said City Utilities Commission, and by Richard Davis, Superintendent of said City Utilities Commission, to be their act and deed as well as the act and deed of the said City Utilities Commission of the City of Prestonsburg, Kentucky.

December
of ~~October~~, 1971.

Given under my hand, this the 31 day

Wanda Hoover
NOTARY PUBLIC
FLOYD COUNTY, KENTUCKY

STATE OF KENTUCKY

SCT.

COUNTY OF FLOYD

I, Joe Hobson, a Notary Public within and for the County and State aforesaid, do hereby certify that the foregoing agreement between the CITY UTILITIES COMMISSION OF THE CITY OF PRESTONSBURG, KENTUCKY, and FORREST MUSIC, D/B/A AUXIER WATER COMPANY, was, on this day, produced to me in my said County and duly acknowledged by Forrest Music to be his act and deed for all purposes therein mentioned.

November
of ~~October~~, 1971.

Given under my hand, this the 31st day

Joe Hobson
NOTARY PUBLIC
~~FLOYD COUNTY, KENTUCKY~~
State of Kentucky
at Louisville

ENDORSEMENT

The foregoing agreement having been read and considered by the City Council of the City of Prestonsburg, Kentucky, and a motion having been made to approve the action of the City Utilities Commission of the City of Prestonsburg, Kentucky, the Mayor and City Clerk were hereby authorized to endorse said agreement signifying the approval and concurrence of the City of Prestonsburg, Kentucky.

Dated: This 3rd day of ^{February}~~October~~, 1970.

George P. Gschwend
MAYOR

ATTEST:

Judith D. Archer
CITY CLERK