

CONTRACT

This CONTRACT, made and entered into on this the 26th day of August, 1969, between the WEST DAVIESS COUNTY WATER DISTRICT, DAVIESS COUNTY, KENTUCKY, AND NORTH MCLEAN COUNTY WATER DISTRICT, MCLEAN COUNTY, KENTUCKY:

W I T N E S S E T H

WHEREAS, the West Daviess County Water District is organized under the laws of Kentucky and the orders of the Daviess County Court to operate a water district in Daviess County, Kentucky; and,

WHEREAS, the North McLean County Water District is organized under the laws of Kentucky and the orders of the McLean County Court to operate a water district in McLean County, Kentucky, for the purpose of supplying water within the District; and,

WHEREAS, the parties hereto have agreed upon the terms and conditions under which the West Daviess County Water District shall sell and the North McLean County Water District shall purchase water to be distributed by North McLean County Water District to its customers;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is agreed between West Daviess County Water District and the North McLean County Water District as follows:

SEP 18 1969

1. West Daviess County Water District agrees to sell, and North McLean County Water District agrees to purchase water for supplying its customers in the Beech Grove and Glenville areas of the North McLean County Water District for the term of this contract, said water to be of the same quality as that supplied by West Daviess County Water District to its customers.

2. West Daviess County Water District shall furnish up to one hundred thousand (100,000) gallons per day to the North McLean County Water District, for the Beech Grove and Glenville

day will be subject to mutual agreement, both as to price and as to quantity. It is recognized that West Daviess County Water District is purchasing the water herein contracted for from Owensboro Municipal Utilities and it is agreed that the rate herein established is subject to adjustment proportionate to Owensboro Municipal Utilities' adjustment of rates to its customers in Owensboro.

3. The North McLean County Water District covenants to pay for all water purchased under this contract within ten (10) days after the West Daviess County Water District mails the bill. If the North McLean County Water District fails to pay any bill within thirty (30) days from the due date thereof, the West Daviess County Water District shall have the right, without demand or further notice, to terminate the delivery of water to the North McLean County Water District until such default is remedied.

4. The West Daviess County Water District shall deliver the water to the North McLean County Water District at the end of the existing lines of said District, and the water shall be delivered at the West Daviess County Water District's system pressure.

5. The North McLean County Water District shall purchase and install the metering devices at the points of delivery, but the West Daviess County Water District shall own, operate, and maintain the metering devices. The West Daviess County Water District shall perform such tests and inspections of the meters as may be necessary to maintain them at the highest practical commercial standard of accuracy, with tests performed at intervals of not more than 12 months, and the West Daviess County Water District shall advise the North McLean County Water District promptly of the results of all such tests. The West Daviess County Water District shall give North McLean County Water District notice of and the opportunity to have representatives present at any such tests or inspections. The West Daviess County Water District shall make additional tests

The standard of accuracy shall be 3%, slow or fast. If such tests shall show that the metering is inaccurate by more than the standard, correction shall be made in the billing to the North McLean County Water District for the period during which the parties agree that the inaccuracy existed. If no such agreement is reached, it shall be assumed that the error developed progressively from the date of the last metering test and the appropriate adjustment shall be made.

6. The North McLean County Water District agrees that it will design and install a system which meets the minimum recommendations of the American Waterworks Association, and that it will maintain and operate the system in accordance with the rules and regulations of the public health authorities of the Commonwealth of Kentucky and McLean County, Kentucky. If the North McLean County Water District should fail to so maintain and operate its system, the West Daviess County Water District shall have the right to terminate service during any such period of default.

7. The term of this contract shall be forty (40) years from the date of the initial bond issue financing the original construction of facilities within the North McLean County Water District; provided, however, that the North McLean County Water District may terminate this contract upon thirty (30) days written notice to the West Daviess County Water District.

8. This contract contains the entire agreement between the parties hereto, and there are no covenants, representations, warranties, or other terms or conditions affecting the construction, performance, or effectiveness of this contract except as stated herein.

9. This contract shall extend to and bind the parties hereto and their respective successors and assigns; provided, however, that neither party hereto shall assign this contract without the written consent of the other party hereto, and

10. The West Daviess County Water District shall assert every effort to deliver water to the North McLean County Water District with continuity and shall diligently remove any cause for the non-delivery of water. The West Daviess County Water District shall not be liable for any loss or damage occasioned by the non-delivery of water under this contract when such non-delivery is caused by acts of God, fire, flood, explosion, insurrection, riot, or any cause which is beyond said District's reasonable control.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument as of the date first herein written.

ATTEST:

WEST DAVIESS COUNTY WATER DISTRICT

John E. Thompson

By: Allen W. Hales
Chairman, Board of Commissioners

ATTEST:

North McLean County Water DISTRICT

Margaret Hays

By: Johanna E. Phillips
Chairman, Board of Commissioners

PUBLIC SERVICE COMMISSION
OF MISSOURI
ST. LOUIS

SEP 18 1939

FLORIAN J. WYKAS, JR.,
SECRETARY

BY James H. Miller
PUBLIC UTILITY COMMISSION MANAGER