

CONTRACT

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THIS CONTRACT made and entered into this 7 day of July, 1971, by and between the City of Eubanks, Kentucky, hereinafter referred to as Eubanks, a municipal corporation duly organized and existing pursuant to the Acts of the General Assembly of the Commonwealth of Kentucky, acting by and through its duly authorized corporate officers, and Kentucky Water Service Company, Inc., hereinafter referred to as Water Company, a Kentucky corporation acting pursuant to authority and direction heretofore granted by its Board of Directors as its duly authorized and empowered governing body;

WITNESSETH: That whereas, Kentucky Water Service Company, Inc., is a Kentucky corporation engaged in the acquisition, treatment and distribution and sale of pure and potable water, and whereas, the City of Eubanks, Kentucky, has established a water distribution system for the purpose of furnishing an adequate supply of pure and potable water for its use in its district and the vicinity and environs thereof; and, whereas, the parties to this agreement have this date entered into a certain contract for the purchase of treated water; and whereas, the present and existing water lines of the Water Company do not extend to the proposed beginning point for the water lines of the City of Eubanks, Kentucky, but that said Water Company does have future plans for the construction of a water line to the point of the beginning of the water distribution system of the City of Eubanks, Kentucky, and whereas, it is necessary that Kentucky Water Service Company, Inc., construct and install a water line or lines to said beginning point of the water distribution system of the City of Eubanks, Kentucky, and it is therefore appropriate that this Contract now be consummated;

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 22 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: *[Signature]*
FOR THE SECRETARY

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and undertakings herein described, the parties hereto covenant and agree, each with the other, as follows:

Section 1. Kentucky Water Service Company, Inc., hereby covenants and agrees to construct and install 8 inch water main extension beginning at the existing water main of said Water Company on U. S. Highway #27, North of Somerset, Pulaski County, Kentucky, near the Southern States Coop Store along the right-of-way now owned by said Water Company to the point being known as Station 15.04 on the McKee Road, all as shown and designated on a certain plan for the extension of the water mains of the Kentucky Water Service Company, Inc., dated June, 1971, a copy of which is annexed hereto and made a part of this contract in its entirety by reference to the same. Said construction shall be according to the plans and specifications as prepared by Howard K. Bell, Consulting Engineers, Lexington, Kentucky, and said water main shall be 8 inch water main and constructed of cast iron pipe.

Said water main shall be constructed in full compliance with regulations, standards and requirements of the Kentucky State Health Department and other public agencies having regulatory jurisdiction.

It is further agreed and understood that said Water Company will cause said construction to begin and become completed within six months from the date of this Contract.

Section 2. In consideration of the foregoing, the City of Eubanks, Kentucky, promises and agrees to pay unto the said Water Company as contribution toward the cost of construction of said water main by Water Company the sum of \$6,892.52. Said sum being an estimate of the construction costs under the City of Eubanks, Kentucky, contract with Eslinger Contracting Company for an 8 inch P. V. C. water pipe.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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SEP 22 1994

PURSUANT TO 807 KAR 5.011,
SECTION 3 (1)

BY: *[Signature]*
FOR THE PUBLIC SERVICE COMMISSION

same route as that shown on the plans for said water main referred to in Section 1 above and which plans are a part of this agreement, said estimated costs for an eight inch P. V. C. water line as prepared by Vaughn & Melton, Consulting Engineers for the City of Eubanks, Kentucky, being attached hereto and made a part of this agreement in its entirety by reference to the same.

One-half of said sum of \$6,892.52 shall be paid to Kentucky Water Service Company, Inc., on receipt by said Water Company of the materials needed for the construction and the remaining one-half of said sum shall be paid upon completion of said construction by the Water Company.

Section 3. It is further understood and agreed that the total footage for said water main construction shall be 1,504 feet and running according to the plans hereinbefore specified.

Section 4. It is further agreed and understood that the Kentucky Water Service Company, Inc., will own and maintain the water main so constructed.

Section 5. The effectiveness of this contract is subject to the awarding by the City of Eubanks of contracts for the construction of a waterworks distribution system.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

CITY OF EUBANKS, KENTUCKY

By: *Jesse P. Gupper*
Chairman, Board of Trustees
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

ATTEST:

C. R. Good
Clerk

SEP 22 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: *Arthur P. ...*
FOR THE PUBLIC SERVICE COMMISSION

KENTUCKY WATER SERVICE
COMPANY, INC.

By: *L.B. Dodson*
Vice President and General Manager

ATTEST:

Bill W. ...
Secretary
Kentucky Water Service Company, Inc.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 22 1994

PURSUANT TO 207 KAR 5.011,
SECTION 2(1)

BY: *[Signature]*
FC...

STATE OF KENTUCKY

COUNTY OF PULASKI: SCT

I, the undersigned Notary Public within and for the above named county and state, do hereby certify that on this day the foregoing Contract was produced before me in my said County and State by Jesse ~~R~~ Griffin, Chairman, Board of Trustees, and C. L. Gooch, Sr., Clerk of the City of Eubanks, Kentucky, a municipal corporation duly organized and existing pursuant to the Acts of the General Assembly of the Commonwealth of Kentucky, a party thereto, being both personally known to me and known personally by me to be such officers, and to be the same persons who executed as such officers, respectively, the within and foregoing instrument of writing, and such persons duly acknowledged the execution of the same to be their voluntary act and deed as such officers of the said City of Eubanks, Kentucky, and the official act and deed of said City of Eubanks, Kentucky, and through them as its duly authorized officers.

Witness my hand and Notarial Seal this 12 day of July, 1971.

William V. [Signature]
NOTARY PUBLIC

My Commission Expires: 8-12-1972

STATE OF KENTUCKY

COUNTY OF PULASKI: SCT

I, the undersigned Notary Public within and for the above named county and state, do hereby certify that on this day the foregoing Contract was produced before me in my said County and State by L. B. Dodson, as Vice President, and Ben D. Smith, as Secretary of Kentucky Water Service Company, Inc., a Kentucky corporation and a party thereto, being both personally known by me to be such officers, and to be the same persons who executed as such

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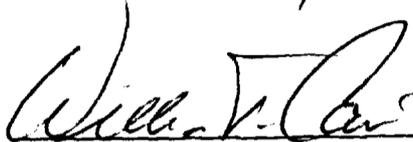
SEP 22 1994

PURSUANT TO 807 KAR 5:011,
SECTION 2(1)

BY: [Signature]
FOR THE

officers, respectively, the within and foregoing instrument of writing, and such persons duly acknowledged the execution of the same to be their voluntary act and deed as such officers of said Kentucky Water Service Company, Inc., and the official act and deed of said Kentucky Water Service Company, Inc., by and through them as its duly authorized officers.

Witness my hand and Notarial Seal this 9 day of July, 1971.


NOTARY PUBLIC
My Commission Expires: 8/2/1972

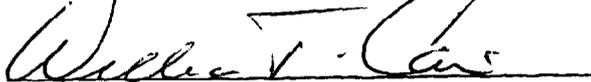
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 22 1994

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: 
FOR THE STATE OF KENTUCKY

THIS INSTRUMENT PREPARED BY:


Attorney at Law

MINUTES OF A REGULAR MEETING OF THE BOARD OF
TRUSTEES OF THE CITY OF EUBANKS, KENTUCKY,
HELD ON THE 12th DAY OF JULY, 1971

A regular meeting of the Board of Trustees of the City of Eubanks, Kentucky, was held at the regular meeting place of said Board of Trustees at the Directors Room of the First State Bank, in Eubanks, Kentucky, at 7:30 P.M., E.D.S.T., on the 12th day of July, 1971.

Chairman J. P. Griffin presided, and the following duly qualified and acting members of the Board of Trustees were present:

J. P. Griffin, Chairman
Herbert Todd
Eugene Butt
Frey Todd
~~Ervin Buis~~

The following were absent:

~~Ervin Buis~~

The City Clerk, C. L. Gooch, Sr., was also present and duly recorded the Minutes of the Meeting.

* * *

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY
OF EUBANKS, KENTUCKY, APPROVING EXECUTION OF CON-
TRACT TO PURCHASE TREATED WATER WITH KENTUCKY
WATER SERVICE COMPANY, INC.

WHEREAS, it is necessary to enter into a contract for a supply of treated water for the purpose of furnishing water to the proposed consumer of the City of Eubanks, Kentucky, Water Distribution System and whereas, Kentucky Water Service Company, Inc. has proposed to furnish an adequate supply of water under said company's general rules and regulations and approved by the Public Service Commission of Kentucky, and whereas, negotiations for a contract for the purchase of treated water have been carried out between said City of Eubanks, Kentucky, and the Kentucky Water Service Company, Inc., and whereas, a proposed contract has been presented said contract bearing date July 9, 1971, and styled Contract for the Purchase of Treated Water.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the City of Eubanks, Kentucky, on behalf of said City that said Board accept and approve said Contract for the Purchase of Treated Water and that J. P. Griffin, Chairman of the Board of Trustees of said city and C. L. Gooch Sr., City Clerk of said city be and they are hereby authorized to execute said Contract for the Purchase of Treated Water on behalf of said city, a copy of said contract being attached to the minutes of this meeting and made a part hereof as fully as if copied herein.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 22 1994

PURSUANT TO 807 KAR 5.011,
SECTION 8(1)

BY: *[Signature]*
FOR THE CITY CLERK

The above resolution was presented to the Board of Trustees and was duly moved by Eugene Butt, seconded by Frey Todd, and a vote was thereupon taken upon said resolution with the vote being as follows:

Yeas for the Motion

Nays against the Motion

J.P. Griffin, Chairman
Herbert Todd
Eugene Butt
Frey Todd

None

Thereupon, The Chairman declared that said resolution had carried and he directed that the Contract for the Purchase of Treated Water between the City of Eubanks, Kentucky, and the Kentucky Water Service Company, Inc. be executed on behalf of the City by the Chairman of the Board of Trustees and the City Clerk of the City.

Whereupon, such Contract for the Purchase of Treated Water was duly executed.

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The following resolution was presented to the Board of Trustees and was duly moved by Frey Todd, seconded by Eugene Butt, and a vote was thereupon taken upon said resolution with the vote being as follows:

Yeas for the motion
J.P. Griffin, Chairman
Herbert Todd
Eugene Butt
Frey Todd

Nays against the Motion
None

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 22 1984

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CITY OF EUBANKS, KENTUCKY, APPROVING THE EXECUTION OF A CONTRACT WITH KENTUCKY WATER SERVICE COMPANY, INC.

PURSUANT TO 807 KAR 5011, SECTION 9(1)

WHEREAS, the City of Eubanks, Kentucky, has this day entered into a contract with Kentucky Water Service Company, Inc. for the purchase of treated water and whereas, it is necessary to execute a further contract regarding the construction of a water main to the proposed site at the beginning of the City of Eubanks, Kentucky Water Distribution System and whereas a proposed contract between the City of Eubanks, Kentucky, and Kentucky Water Service Company, Inc. in regard to the construction of the said water main has been presented, said contract bearing date of July 9, 1971,

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the City of Eubanks, Kentucky, on behalf of said city said board accepts and approves said contract dated July 9, 1971, and styled Contract and that said J. P.

Griffin, Chairman of the Board of Trustees of said city, and C. L. Gooch Sr., City Clerk of said city, be and they are hereby authorized to execute said Contract on behalf of said city, a copy of said Contract being attached hereto to the minutes of this meeting and made a part hereof as if fully copied herein.

Thereupon, the Chairman declared that said resolution had carried and he directed that the Contract regarding the construction of a water main between the City of Eubanks, Kentucky, and the Kentucky Water Service Company, Inc. be executed on behalf of the City by the Chairman of the Board of Trustees and the City Clerk of the city.

Whereupon, said Contract was duly executed.

* * *

The minutes of the meeting, including the foregoing, were then read by the Clerk, and no corrections being found necessary, it was moved, seconded and unanimously carried that they be approved as read and ordered signed by the Chairman of the Board of Trustees and by the City Clerk, which was then done.

There being no further business to come before the Board of Trustees, it was moved, seconded and unanimously carried that the meeting be adjourned.

[Signature]
Chairman, Board of Trustees
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Attest:

[Signature]
City Clerk

SEP 22 1994

(Seal of City)

CERTIFICATE OF CITY CLERK

PURSUANT TO 807 KAR 5.011.
SECTION 9(1)

BY: *[Signature]*
FOR THE

I, C. L. Gooch, Sr., hereby certify that I am the duly qualified and acting City Clerk of the City of Eubanks, Kentucky, that the foregoing is a true and correct copy of the minutes of a meeting of the Board of Trustees of said City, held on July 12, 1971, insofar as such minutes pertain to the matters set out therein, that the Resolutions contained in said minutes were duly approved at said meeting, that the foregoing Minutes, Resolutions and Contracts referred to therein have been duly recorded in the official journal of the proceedings of said City.

Dated this 12th day of July, 1971.

[Signature]
City Clerk, Eubanks, Kentucky

(Seal of City)

Mr. John Prather, Attorney
P. O. Box 106
Somerset, Kentucky

Re: Eubanks Water System, 6907

Attention: Bill Cain

Dear Sir:

The following is an estimate of the construction cost under our contract with Eslinger Contracting Company for an eight inch PVC water line from the system of Kentucky Water Service Company on U. S. Highway Number 27 near the Southern States Coop Building to the junction of U. S. 27 and McKee Road via the route over which Kentucky Water Service Company has already secured easement. A tabulation of bids for our project is enclosed with Eslinger's unit prices shown under "Contractor A".

Eslinger's price for 8 inch PVC Pipe is \$2.63 per lineal foot and 8 inch Gate valves are \$225.00 each. We have no price for 18 inch cover pipe, and boring for the railroad crossing but since the unit price of 15 inch is \$16.00 per foot and 12 inch is \$12.00 per foot, we can estimate that a unit price of \$20.00 per foot could be negotiated with Mr. Eslinger. We also have no unit price for 8 inch mechanical joint cast iron pipe for the railroad crossing, but on the basis of the prices listed on the tabulation of bids for 2 inch, three inch and four inch mechanical joint cast iron pipe in small quantities we can estimate the unit price to be \$6.00 per foot. Fittings and pavement repair are incidental under Eslinger's contract.

Therefore the estimated cost for this line is:

1,404' of 8" PVC Pipe x \$2.63 per foot =	\$3,692.52
100' of 8" Mech. Jt. C.I.P. x \$6.00 per foot =	\$600.00
85' of 18" Cover Pipe & Boring x \$20.00 per foot =	\$1,700.00
4' of 8" Gate Valve & Box x \$225.00 each =	\$900.00
Total Estimated Cost	\$6,892.52

If any additional information is needed, please advise.

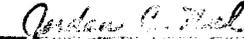
VAUGHN & MELTON


John L. McMichael

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 22 1994

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: 
FOR THE PUBLIC SERVICE COMMISSION