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9-99 TUE 4:46 PM				(b = 4 -				
<pre></pre>	FAX 6067433895	Position SID STEWART		Ø 002				
Pomn FHA 442-30								
(Rev. 4-19-72)	WATER	R PUBCHASE CONTRACT						
This sectors for the		is entered into as of the 15 de	wof May					
565 Main Str	eet, West Libert	(Address)	······································					
		Morgan County Water Di	strict					
hereinalter referred to as	s the "Seller" and the							
Morgan County	y Office Buildin	(Address)	reet, West Liber	ty,				
bereinster referred to a	s the "Purchaser",	(Addrees)	-					
	· · ·	WITNESSETU.						
		WITNESSETH:	5-810					
Warrens, the Purches	et is organized and establish	ted under the provisions of		_of the				
Code ofN	/እ	. for the purpose of constructing and op	perating a water supply distri	bution				
	sers withis the area describ	bed in plans now on file in the office						
ous perpose, the mucha	set will require a supply of (created water, and						
	Viercesh, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present currents of the Seller's system and the estimated number of water users to be served by the said Parchaser as show							
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03/09/99 16:17 FAX 8067433895

SID STEWART

100 PSI from an existing 8° Line on Ky.172 is main supply at a point located _____

In the Elk Fork area of West Liberty, Ky.

If a greater pressure then that essenally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be home by the Purchaser. 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 Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering Equipment) To fumish, install, operate, and maintain al its own expense at point of delivery, the accessary metering equipment, including a meter house or pit, and required devices of standard type for properly ocasuing the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (25) above or below the text result shall be doemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate.

shall be connected for the ______S1x ______ months previous to such test in accordance with the percentage of hascuracy lound 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 Selter

and Purchaser shall agree upon a different amount. The metering equipment shall be read on 15th Day of the Honth As appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. (Billing Procedure) To famish the Purchaser at the above address not later that the <u>18t</u> day of such mostly, with an itemized statement of the amount of water fursished the Purchaser during the preceding month.

8. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the _____ day of each month, for water delivered in accordance with the following schedule of rates:

- a. 5 ______ for the first ______ galloas, which amount shall also be the minimum rate per month.
- b, \$ ______ cents per 1000 gallons for water is excess of ______ gallons but
 - less then ______ gallons.
- c. S ______ cents per 1000 galloss for water is excess of ______ gallons.

Flat Rate of \$2.10 Per 1000 Gallons of Water.

PUBLIC SERVICE COMMISSION OF KENTLICKY EFFECTIVE

APR 09 1999

PURSUANT TO 807 KAR 5.011, SECTION 9 (1) BY: Stephano Buy SECRETARY OF THE COMMISSION

2. (Connection Fee) To puy as an egreed cost, a connection fee to connect the Seller's system with the system of the Putchaser, the sum of _______ dollars which shall cover any and all costs of the Seller for installation of the metering equipment and _______ 03/09/99 16:17 FAX 6067433895

SID STEWART

P. 4

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this contract shall extend for a term of <u>40</u> years from the date of the initial solution of any water as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or watended for such terms, as may be agreed upon by the Seller and Purchaser.

2. (Delivery of Water) That ______ days prior to the estimated date of completion of construction of the trunchaser's water supply distribution system, the Perchaser will notify the Sollet in writing the date for the initial delivery of water.

3. (Water for Testing) When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing. Rushing, and teach tilling the system of the Purchaser dering construction, prespective of whether the motoring equipment has been installed at that time, at a

flat charge of \$ 2.10 Per 1,000 which will be paid by the contractor or, on his failure to pay, by the Purchaser,

4. (Failure to Deliver) That the Seller will, at all times, openite and maintain its system in on efficient connect and will take such action as may be necessary to furnish the Parchaser with quantities of water required by the Purchaser. Tumporary 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 Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.

5. (Modification of Contract) That the provisions of this contract pertaining to the achedule of rates to be said by

the Purchaser for water delivered are subject to modification at the end of every _______ year period. Any increase or decrease is rates shall be based on a demonstrable increase or decrease in the costs of performance hermoder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or alleted by mutual agreement.

6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to simular agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. (Niscellancers) That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through the Fermers Home Administration of the United States Department of Agriculture, and the provisions bereaf pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of the Fermers Home Administration.

8. (Successor to the Purchaser) That in the event of any occurrence residering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser horeunder.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> > APR 09 1999

PURSUANT TO 307 KAR 5:011. SECTION 9 (1) BY: Skohand Bell SECRETARY OF THE COMMISSION

MAR- 9-99 TUE 4:48 PM

03/09/99 16:17 FAX 6067433895

SID STEWART

P. 5

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Seller: City of West Liberty, Kentucky lin Mayor Title _

Purchaser:

Morgan County Water District

By m Chairman Tie

This contract is approved on behalf of the Farmers Home Administration this ______ dey of _____

19 _____.

Attest:

By _____

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

APR 09 1999

PURSUANT TO 807 KAR 5.011. SECTION 9 (1) BY Stohand BU SECRETARY OF THE COMMISSION