Form.RD 442-30 (Rev. 10-96)

Position 5 UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

FORM APPROVED 0MB NO. 0575-0015

WATER PURCHASE CONTRACT

This contract for th	e sale and purchase of	vater is entered into as of	the 1st	day d	of July	······································
2009 , between the	c Lawrenceburg	Utility Systems 1607 N	Locust Ave, Lav	vrenceburg, 'I	'N 38464	
hereinafter referred	to as the "Seller" and	he <u>Summertow</u>		15 Water Ta	nk Road, Summertown, T	N. 38483
•		· · · · · · · · · · · · · · · · · · ·	(Address)	. 		
hereinafter referred	to as the "Purchaser",		, ,			
	:	1	VITNESSETH:			
Whereas, the	Purchaser is organized	and established under the	provisions of	Title 6,	Section 2601-2636	of the
Code ofTenn system serving wat will require a suppl	essee Official Edition er users within the area ly of treated water, and	described in plans now o	, for the pu	urpose of cons of the Purchas	tructing and operating a wat er and to accomplish this pu	er supply distribution rpose, the Purchaser
Whereas, the the Seller's system office of the Purch	and the estimated num	es a water supply distribu	tion system with a erved by the said P	capacity curre urchaser as sh	ntly capable of serving the pown in the plans of the syste	present customers of m now on file in the
Whereas, by	Resolution	No	enacted on the	18 th	day ofJune	,2009
by the Seller, the sa	ale of water to the Purc	naser in accordance with	the provisions of th	e saidRes	olution	
was approved, and	the execution of this co	ntract carrying out the sa	idResolu	ution	· · · · · · · · · · · · · · · · · · ·	by the
Lawrencebu	irg Utility Systems - U	tility Board	,a	and attested by	the Secretary, was duly aut	horized, and
Whereas, by		of the		······································	of the Purch	aser, enacted on the
day	of	,20,the purchase	e of water from the	Seller in acco	rdance with the terms set fo	rth in the said
		was approved, and	the execution of th	is contract by	the	
		, and	attested by the Sec	retary was dul	y authorized;	
Now, therefor	re, in consideration of t	he foregoing and the muti	ual agreements here	einafter set for	ìth,	
A. The Seller Ag	grees:					
l. (Quality an	d Quantity) To furnish	the Purchaser at the point	of delivery herein	after specified	during the term of this con	tract or any renewal
or extension thereo	of, potable treated water	meeting applicable purit	y standards of the	State of	Tennessee and U.S. EPA_	·
in such quantity as	may be required by the	Purchaser not to exceed	3,000,000		gallons per month.	· · · · · · · · · · · · · · · · · · ·

Public reporting burden for this collecton of information is estimated to average 1 hour per response; including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 2002, 1400 Independence Avenue, S. W., Washington, D.C. 20520-7602, Places DO NOT RETURN this farm to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated at
35 PS1 from an existing Six (6) inch main supply at a point located
73 Alexander Springs
If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne 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 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 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 (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 theTwo (2) 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 Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on An 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 furnish the Purchaser at the above address not later than the _20th day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.
B. The Purchaser Agrees:
1. (Rates and Payment Date) To pay the Seller, not later than the3rd_day of each month, for water delivered in accordance with the following schedule of rates:
a. \$ 2.00 for the first 1,000 gallons, which amount shall also be the minimum rate per month.
b. \$ _2.00 cents per 1000 gallons for water in excess of _1,000 gallons but less than _3,000,000 gallons.
c. \$cents per 1000 gallons for water in excess ofgallons.
2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system of the Purchaser, the sum of N/A dollars which shall cover any and all costs of the Seller for installation of the metering equipment and
C. It is further mutually agreed between Seller and the Purchaser as follows:
1. (Term of Contract) That this contract shall extend for a term of _2_ years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or 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 Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.
3. (Failure to Deliver) That the Seller 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 Purchaser with quantities of water required by the Purchaser. 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 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.

- 4. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for ________ water delivered are subject to modification at the end of every 2 ______ year period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.
- 5. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar 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.
- 6. (Successor to the Purchaser) That in the event of any occurrence rendering 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 hereunder.

In witness whereof, the parties hereto, acting under authority of their	
executed in counterparts, each of which shall constitu	ite an original.
	Seller:
	By Vie Pusser
Attest:	Title General Manager
Day N Color Secretary	
	Purchaser:
	Summerton Vility Dietrict
	By Robert & illian
Attest:	Title Sec/tres.
	4
Attest:	
A Ala All	
Secretary	

Form RD 442-30 (Rev. 10-96)

Position 5 UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

FORM APPROVED 0MB NO. 0575-0015

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as	of the	1st	day of _	May_		
2010, between theLawrenceburg Utility Systems 1	607 North I (Addres		, Lawrencebu	rg, TN 38464		
hereinafter referred to as the "Seller" and theNorth East Utili	ty District L	awrence C	ounty TN 38	464		
(Address)	· · · · · · · · · · · · · · · · · · ·				· · · · · ·	
hereinafter referred to as the "Purchaser",						
	WITNESS	ETH:				
Whereas, the Purchaser is organized and established under	the provision	s of	Title 6, Se	ection 2601-26	i36	of the
Code ofTennessee Official Edition_ system serving water users within the area described in plans now will require a supply of treated water, and	w on file in th	for the purp ne office of	ose of constru the Purchaser	cting and opera and to accomp	ating a water sup lish this purpose	ply distribution , the Purchaser
Whereas, the Seller owns and operates a water supply distri the Seller's system and the estimated number of water users to be office of the Purchaser, and	bution system e served by the	n with a cap he said Purc	pacity currentl haser as show	y capable of se n in the plans o	erving the present of the system nov	customers of v on file in the
Whereas, by Resolution No.	enacted o	n the	_1st	day of	_December	,2009
by the Sciler, the sale of water to the Purchaser in accordance wi	th the provisi	ions of the s	saidRe	solution		
was approved, and the execution of this contract carrying out the	saidF	Resolution_				by
the Lawrenceburg Utility Systems - Utility Board			,and attes	ted by the Secr	etary, was duly a	uthorized, and
Whereas, by of the					of the Pu	rchaser, enacted
on the day of,20,th						
was approved, a						
, , a						
Now, therefore, in consideration of the foregoing and the m				`		
A. The Seller Agrees:						
1. (Quality and Quantity) To furnish the Purchaser at the po	sint of deliver	rv hereinafti	er specified. d	uring the term	of this contract o	r-anv renewal
* * * * * * * * * * * * * * * * * * * *			•	*		
or extension thereof, potable treated water meeting applicable pu	inty standard	is or the	State.of I	muessee and C	old, El A	
in such quantity as may be required by the Purchaser not to exce		00,000		gallons p	er month.	

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20520-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

A_Minimum 35 PSI	from an existing	Four (4) and Six (6)	inch main supply at a poir	it located
North East Lawrence County				
If a greater pressure than that normally ava greater pressure shall be borne by the Purch failure, flood, fire and use of water to fight reasonable period of time as may be necess	naser. Emergency failures fire, earthquake or other	of pressure or supply due	to main supply line breaks, p	ower
3. (Metering Equipment) To furnish metering equipment, including a meter hou delivered to the Purchaser and to calibrate than once every twelve (12) months. A n deemed to be accurate.	se or pit, and required de- e such metering equipme	vices of standard type for p nt whenever requested by	properly measuring the quanti- the Purchaser but not more	ty of water frequently
The previous readings of any meter discloss test in accordance with the percentage of i water furnished during such period shall be to the failure, unless Seller and Purcha Lawrenceburg Utility Systems norm Purchaser at all reasonable times shall have	naccuracy found by such deemed to be the amoun ser shall agree upon a nal monthly meter readin	tests. If any meter fails to t of water delivered in the different amount. The g dates	o register for any period, the corresponding period immed metering equipment shall b An appropriate offi	amount of iately prior e read on
4. (Billing Procedure) To furnish the itemized statement of the amount of water i	Purchaser at the above furnished the Purchaser d	address not later than the uring the preceding month	Lastday of each mon	th, with an
B. The Purchaser Agrees:				
1. (Rates and Payment Date) To pa accordance with the following schedule of		han the Billing Due Date	of each month, for water de	elivered in
a. \$ 2.00 for the first 1,000	gallons, which amoun	t shall also be the minimur	n rate per month.	
b. \$ _2.00 cents per 1000 ga	allons for water in excess	of _1,000gallons but l	ess than 10,000,000 gall	ons.
c. Current Utility Rate inc	ents per 1,000 gallons for	water in excess of _10,00	0,000 gallons.	
(Connection Fee) To pay as an ag the sum of	_dollars which shall cov	er any and all costs of th	e Seller for installation of th	
C. It is further mutually agreed between S	Seller and the Purchaser a	s follows:		
 (Term of Contract) That this cont as shown by the first bill submitted by the as may be agreed upon by the Seller and Pu 	Seller to the Purchaser ar	m of2years from the	date of the initial delivery of wed or extended for such tem	any water n, or terms,
2. (Failure to Deliver) That the Selle action as may be necessary to furnish the P deliver water shall be remedied with all p available to the Seller is otherwise diminish reduced or diminished in the same ratio or p	urchaser with quantities o cossible dispatch. In the hed over an extended per	f water required by the Pu event of an extended sho iod of time, the supply of	rchaser. Temporary or partial rtage of water, or the suppl water to Purchaser's consume	failures to y of water
3. (Modification of Contract) That the for modification at the end of every 2 y decrease in the costs of performance hereu provisions of this contract may be modified	ear period. Any increase nder, but such costs shall	or decrease in rates shall not include increased cap	water delivered are s be based on a demonstrable i	ubject to increase or

2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated at

agreements in this State and the Seller and Purchaser will collabor required to comply therewith.	ence rendering the Purchaser incapable of performing under this.
In witness whereof, the parties hereto, acting under authority of their executed in counterparts, each of which shall constitute.	
orange parts, each or witten shall constitu	an original.
	Seller:
	Lawrenceburg Utility Systems
Attest:	Title _General Manager
Secretary	
	Purchaser: NorthEast Utility Distrist By Januis Cuntis Title MANAGER

Attest:

Secretary