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COMMISSION

TEMPORARY EMERGENCY WATER PURCHASE CONTRACT

THIS CONTRACT FOR THE SALE AND PURCHASE OF WATER is made and entered into this the 15th day of June, 2007, by and between THE SHELBYVILLE MUNICIPAL WATER AND SEWER COMMISSION, a governmental agency of the City of Shelbyville, Kentucky, hereinafter referred to as "Seller", and the U. S. 60 WATER DISTRICT OF SHELBY AND FRANKLIN COUNTIES, KENTUCKY, a water district created and existing under the Laws of the Commonwealth of Kentucky, hereinafter referred to as "Purchaser";

W I T N E S S E T H:

In consideration of the mutual agreements herein:

1. Seller agrees to furnish the Purchaser at the point of delivery hereinafter specified, during the term of this Contract, potable, treated water at times and in quantities to be determined in Seller's sole and absolute discretion, when and if Seller has water available in excess of the quantities necessary to serve Seller's other customers.

2. The water made available under this Agreement is only for use by retail customers of the Purchaser and may not be sold on a wholesale basis to any other utility.

3. Seller has no obligation to furnish satisfactory quantity or pressure for any purpose.

4. The Purchaser will keep Seller advised of all significant events which are likely to significantly affect the Purchaser's level of water purchased from the Seller.

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By 
Executive Director

5. The Purchaser shall pay the rates and charges for water as exist at the time of delivery under the then existing published rates, rules and regulations of Seller at the lowest rate for an in-city customer.

6. The water will be furnished to the Purchaser through one three-inch meter located near the intersection of U.S. Highway 60 and Hempridge Road. The metering point shall be constructed and maintained at Purchaser's sole cost and expense, including meter testing at intervals specified by Seller. The Seller shall at all times have access to the meter.

7. Water will be available only for emergency purposes and only after Seller has given its consent, which consent shall be in Seller's sole and absolute discretion.

8. Even if Seller has given its consent Seller shall have no obligation to continue providing water and may terminate or reduce service at any time in Seller's sole and absolute discretion.

9. This Contract may be cancelled by either party at any time.

10. This Contract constitutes the sole and complete agreement as to the sale and purchase of water. There are no oral or other written agreements between the parties relating to the sale and purchase of water.

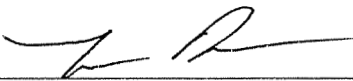
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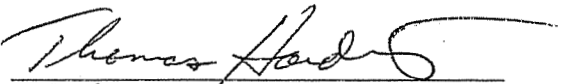
By 
Executive Director

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers, on this the day and date first above written.

THE SHELBYVILLE MUNICIPAL
WATER AND SEWER COMMISSION

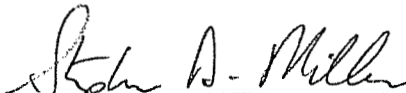
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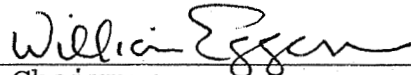

Secretary

By: 
Chairman

U.S. 60 WATER DISTRICT OF
SHELBY & FRANKLIN COUNTIES,
KENTUCKY

ATTEST:


Secretary

By: 
Chairman

Dtp/wtr/us60/city of Shelbyville/temporary

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