

EMERGENCY USE WATER SUPPLY AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of March, 2021 by and between Monroe County Water District, a Water District organized and operating under Chapter 74 of the Kentucky Revised Statutes, hereinafter called the "District" and the City of Edmonton, Kentucky, hereinafter called the "City." Together, the District and the City will be referred to herein as the "Parties".

WITNESSETH:

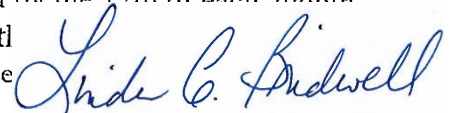
- A. The District and the City operate public water systems ("Systems").
- B. Both the District and the City may have the capacity to supply water to the other during emergencies.
- C. Both the District and the City may benefit from connecting the Systems so that each could supply water to the other in the event of emergencies.
- D. By mutual agreement an "Interconnection" was constructed between the Parties' Systems located on Old Trace Road at: 36.837062 degrees N, -85.659519 degrees West.
- E. The District hereby represents and warrants that the Interconnection is constructed such that, in the event of emergencies:
 - E.1. The District can provide and meter water to the City;
 - E.2. The Water Main and Interconnection as constructed and installed to provide water at a reasonably constant pressure calculated at least 60 psi from an existing six-inch main for a maximum not to exceed 300,000 gallons per day or 9,000,000 gallons per month.
- F. The District represents that the cost is as itemized on attached Original Tarriff Sheet No. 4.1 which currently includes permanent water use charges as calculated by Public Service Commission, hereinafter referred to as the "Commission", without the benefit of Monroe County Water District's Cost of Production/Delivery calculation specific to the City of Edmonton but is based solely upon the most recent Cost of Service Study performed by the Commission.
- G. The City has no desire to make the Agreement more definite and certain beyond emergencies at this cost and is executing the Agreement solely because the Commission requires it of the District.
- H. The City will terminate use of the District's water upon restoration of their normal operations after given emergency is resolved.

FOR VALUABLE CONSIDERATION, IT IS HEREBY AGREED by and between the District and the City, the "Parties" as follows:

1. The metering equipment shall be read and recorded by the Parties at the time of emergency use commences and read again at the time the City notifies the District of resolution of emergency and termination of use occurs.
2. The District shall read metering equipment each day and by the 12th of each month for billing purposes unless use has been terminated prior to that date. The District shall provide not later than the last day of each month with an itemized bill of water furnished the City during the preceding month.

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE

7/1/2021

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

3. All notices given pursuant to this emergency services Agreement shall be addressed as follows:

If to the City: City of Edmonton (Edmonton Water Works), P.O. Box 374, 207 East Street, Edmonton, Kentucky 42129.

If to the District: Monroe County Water District, 205 Capp Harlan Road, Tompkinsville, Kentucky 42167

4. Entire Agreement. This writing expresses the entire agreement of the District and the City regarding the Interconnection and supersedes all prior oral or written understandings regarding each.

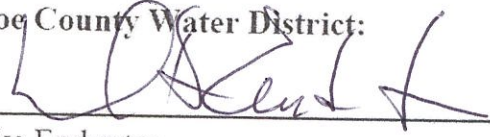
IN WITNESS WHEREOF, the City and the District have caused this Agreement to be executed effective as of the day and year first written above.

Attest:



Dr. Kenneth Crabtree, Secretary


Monroe County Water District:

By 

Mike Emberton

Title Chairman

Attest:



Dawn Devore, City Clerk

City of Edmonton:

By 

Doug Smith

Title Mayor

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