

FILED

OCT 17 1983

TEMPORARY WATER PURCHASE SELL AGREEMENT PUBLIC SERVICE  
COMMISSION

THIS AGREEMENT made this the 12<sup>th</sup> day of OCTOBER, 1983, by and between the NORTHEAST WOODFORD COUNTY WATER DISTRICT (hereinafter DISTRICT, 112 North Main Street, Versailles, Woodford County, Kentucky, and the CITY OF MIDWAY (hereinafter Midway), a municipality governed under the laws of the Commonwealth of Kentucky.

WHEREAS, MIDWAY has experienced a severe water shortage by reason of the lack of rainfall experienced during the summer and fall of 1983, and

WHEREAS, by a resolution passed by the City Council of Midway, Owen Rouse, Jr., Mayor of Midway, has been authorized to enter into a temporary water purchase agreement with a water supplier capable of furnishing water to MIDWAY on a temporary basis in order to alleviate the water shortage crisis experienced by virtue of the aforesaid drought and

WHEREAS, the District is in agreement to act as such supplier and to furnish water to MIDWAY on a temporary basis.

NOW THEREFORE, for and in consideration of the covenants and agreements set forth hereinbelow:

The DISTRICT hereby covenants and agrees to furnish water to MIDWAY through its lines, subject however to the following conditions and restrictions:

1. That MIDWAY pay to the DISTRICT the price of \$1.50 per thousand gallons utilized as a cost for any water supplied under this temporary agreement.

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2. That MIDWAY be allowed a maximum supply of water as furnished by the DISTRICT of sixty thousand (60,000) gallons per day; provided, however, that in the event of a fire or other extraordinary crisis occurring within Midway which would necessitate additional water usage in order to alleviate such crisis the DISTRICT will not limit the City to the above stated maximum amount.

3. All costs incurred in connecting MIDWAY'S lines to the DISTRICT'S water lines for the purpose of effectuating this agreement are to be borne by MIDWAY.

4. That, when executed, this agreement shall not be effective until, and is contingent upon, approval of same by the Public Service Commission of the Commonwealth of Kentucky.

MIDWAY and the DISTRICT agree that this agreement shall be terminable at will by either party upon receipt of forty-eight (48) hours notice in advance of such termination; provided, however, that the DISTRICT shall have the right to terminate the agreement and to cut off the supply of water to MIDWAY without prior notice in the event that the City of Versailles ceases to supply to the DISTRICT, that the DISTRICT'S pumps are shut down or in the event that a leak occurs in the line which causes major water loss.

FURTHER, MIDWAY, by accepting said agreement, hereby covenants that it understands that this supply of water is to be furnished only on a temporary, emergency basis and that, if at any time, the DISTRICT'S water pressure falls below the point at which they can adequately serve all of their regular customers then the DISTRICT shall reduce the

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amount of water usage by MIDWAY or shall cut its water supply off entirely; provided, however, that notice shall be given as set forth hereinabove.

This agreement constitutes the entire understanding by and between the DISTRICT and MIDWAY and shall not be amended or altered as to its terms without a similar writing made by and between the parties.

NORTHEAST WOODFORD COUNTY  
WATER DISTRICT

BY: Joe Foley  
JOE FOLEY, Chairman

ATTEST:

Steele Davis  
STEELE DAVIS, Secretary

CITY OF MIDWAY

BY: Owen Rouse, Jr.  
OWEN ROUSE, JR., Mayor

STATE OF KENTUCKY  
COUNTY OF WOODFORD

The foregoing instrument was this the 12<sup>th</sup> day of October, 1983, signed and acknowledged before me by Joe Foley, Chairman, for and on behalf of the Northeast Woodford County Water District and attested by Steele Davis, Secretary, of the Northeast Woodford County Water District on its behalf.

Mary A. Wachter  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

January 28, 1984

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STATE OF KENTUCKY

COUNTY OF WOODFORD, SCT.

The foregoing instrument was this the 13<sup>th</sup> day of October, 1983, signed and acknowledged before me by Owen Rouse, Jr., Mayor, for and on behalf of the City of Midway.

Ron H. Reese  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4/9/85

PREPARED BY:

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BY: B. J. [Signature]