

Chas. Full

DEC 3 1900

*Filed This the 8th day of Dec. 1900
J. P. Johnson
J.P.C.*



WATER CONTRACT

between the **JESSAMINE COUNTY DISTRICT** Corporation of the Fourth **JESSAMINE DISTRICT**, Kentucky, hereinafter referred to as the **DISTRICT**, and the **CITY OF JESSAMINE COUNTY, KENTUCKY**, acting by and through its Board of Commissioners, hereinafter referred to as the **CITY**.

WATER CONTRACT

WHEREAS, the District wishes to purchase and the City to sell water to the District through a master meter, for the purpose of distribution and resale by the District to its members and customers within its territory; and for and in consideration of the promises and agreements hereinafter set forth, the parties hereto DO HEREBY AGREE AND BIND themselves, their successors and assigns, as follows:

1. The City agrees to furnish and sell water to the District through a master meter or meters of adequate size, capacity and type selected by the District but subject to approval by the City. Such meter shall be furnished and installed at the expense of the District; however, the operation and maintenance of such said meter shall be under the supervision and control of the City.

2. All water sold by the City and purchased by the District shall be measured through such meter or meters. The meters shall be installed at the following places: (a) One meter is to be installed at the eastern end of the City's main line on the Union Hill pike just east of Nicholasville, Kentucky. (b) One meter is to be installed on the City's 18 inch line at the inter-

section of the ... In the event that a dispute should arise in the future concerning the accuracy and dependability of the master meter, the District shall be entitled to have the meter checked and examined, the costs of such checking and examining shall be borne by the City in the event that said meter is determined by each examination to reflect excessive amounts in measurement of water; however, if each check and examination reveal that such meter is registering accurately or that it shows a volume less than actual flow through the meter, the costs of examining and checking each meter shall be borne by the District.

3. The obligation of the City to supply water, as herein agreed, is limited to the understanding that the City shall be required to use reasonable care and diligence in the operation and maintenance of its existing system and to prevent and avoid unreasonable interruptions and fluctuations in the supply of water to the area site of the master meter; the City does not and cannot guarantee that such interruptions and fluctuations will not occur, as a result of breakage, leaks, latent defects, necessary repairs, fires, strikes, Acts of God, enemy action during time of war, or other causes or unusual demands on the City water systems; however, the City does agree to take all necessary action to correct such interruptions and fluctuations as promptly as reasonably possible. The City shall not be held liable for unavoidable interruptions and fluctuations in the supply of water to the District.

4. The District agrees to pay and the City agrees to charge Twenty Five Cents (.25¢) per 1000 gallons of water furnished to the District as shown by the reading from the master meter (or meters if an additional meter should be later installed by subsequent agree-

the City for each amount shall be automatically and without delay, (20) days after mailing by the City and date of reading and billing shall be on uniform copy of each month, which days for reading and for billing shall be selected by the City. In the event that the District fails to make payment when due, the City shall be entitled to impose a penalty of ten (10%) percent on the amount billed; and if default on the part of the District in making payment should extend for more than thirty (30) days beyond the due date, the City may suspend service until the delinquent bill or bills and penalty have been paid unless the continuation of service should be ordered by the Public Service Commission of the Commonwealth of Kentucky or by a Court of competent jurisdiction.

5. The District agrees that it will from and after the time that water is commenced to be furnished by the City to the District for distribution and re-sale to the District's members and consumers, pay to the City a minimum monthly water bill of Seventy Five (\$75.00) Dollars per month.

6. The District agrees that it will not furnish water to any member or consumer if such member or consumer is known to be using any part of such water so furnished for crop irrigation purposes, unless such use is by and with the consent and approval of both the City and the District.

7. Nothing contained in this Contract shall be construed to prohibit or prevent the District from securing water from other sources of supply or from its own plant, in the event that the City should fail to supply an adequate amount of water for any cause or causes other than those set forth in paragraph 3 above.

8. In the event that the City should at a future date, District. The rate under which such water is sold shall not be and while this Contract is still in force and effect, desire to change, except for one or more of the following reasons: purchase the entire distribution and facilities system of the District, then the District agrees that it will negotiate in good faith with the City of Nicholasville for a sale to the City of such distribution system and water facilities at a price that is reasonable after consideration of original costs, subsequent improvements, and the then prevailing replacement costs of marked conditions, depreciation, liabilities of the District, and equity of member customers; however, such sale by the District to the City shall be conditioned upon the following:

- a. Approval by the membership and customers of the District as required by law and lawful regulations.
- b. Approval by commissioners of the District, Mortgagees of District property and holders of bonded obligations of the District.
- c. Approval by the Jessamine County Court, the Public Service Commission of the Commonwealth of Kentucky, any government agency owning or insuring the bonds, and any other governmental or quasi-governmental agencies whose approval is required by law, lawful regulations or contract entered into by the District.

9. The Term of this Contract shall be for a period of forty (40) years commencing at the time that water is first sold and delivered by the City to the District through the master meters; however, it is understood and definitely agreed between the City and the District that at the termination of any five (5) year period after this Contract is placed into effect under the terms hereof, either the City or the District may require of the other party re-negotiation of the rate at which water is sold by the City to the

other party, at least six (6) months notice of termination, which
District. The rate at which such water is sold shall not be
changed, except for one or more of the following conditions:

a. An increase or decrease in the cost of water directly
involved in the filtration and pumping of water.

b. An increase or decrease in the cost of electricity
used by the City in the pumping and filtration of water.

c. An increase or decrease in the costs of materials and
chemicals used by the City in the filtration and purification of
its water.

d. Any other item of cost or expenses necessarily and
properly incurred by the City in the pumping, filtration, treatment
and transportation of water from its source of supply to its point
of delivery near the northern corporate limits of the City of
Nicholasville.

Both the City and the District agree that the benefits
and burdens of both increases and decreases in cost of providing
water by the City shall be reasonably attributed and apportioned
in a fair and equitable manner among all of the City's consumers.
Both the City and District agree to negotiate any increase or
decrease in applicable rates promptly and in good faith at the
request of the other party. In the event such negotiation fails
to produce a settlement the city can at its option impose an in-
crease in water rates on the district not greater than the percentage
of increase which the city has during the preceding five years im-
posed on the city customer on whom the least increase in water
rates percentagewise has been imposed.

10. At the termination of the original forty (40) year
term of this contract, the same shall be automatically renewed on
a year to year basis unless one of the parties hereto gives to the

... termination, which
... of the
... termination
... of this Contract.

In the event that a dispute concerning this contract
arises between the City and the District and in the event that
such dispute cannot be resolved between the City and the District
within thirty (30) days after negotiations in good faith are com-
menced (which negotiations shall be commenced promptly at the re-
quest of either party) then such dispute shall be submitted to
arbitration before a Committee of three (3) persons, one of whom
shall be selected by the District, one of whom shall be selected
by the City, and the third member of such Committee shall be se-
lected by the two members designated by the City and the District.
It is understood between both parties that both the City and the
District are public corporations, and that both of said parties are
therefore subjected to regulations by various governmental agencies.
With the foregoing in mind and, subject to approval by such agencies,
if such approval is required, the determination by the Committee of
Arbitration shall be binding on both of the parties to this Contract;
and an appeal from such an arbitration to a court of competent juris-
diction may be taken only upon showing that the rulings of the
Arbitration Committee are capricious, based on fraudulent informa-
tion or that the ruling of the Arbitration Committee are in gross
disregard of applicable facts.

15. In the event of dispute between the City and the District,
both parties agree that, during the period of time required for nego-
tiation in good faith and for arbitration, if required, that the
existing conditions prior to such dispute shall be maintained; however,
any ruling by arbitration may, within the discretion of the Arbitra-

tion Committee, be made retroactive to any date subsequent to the date of notice by one party to the other of a grievance.

13. Any notice by either party to the other may be made by the use of registered U. S. mail properly addressed to the other party at Nicholasville, Kentucky or such notice may be served by a Law Enforcement Officer in the manner prescribed by the Rules of Civil Procedure, of the Commonwealth of Kentucky.

14. The City agrees to furnish and sell to the District, and the District agrees to purchase all of the District's water requirements from the City, subject to the above provisions. The City will commence delivering water under the terms of this Contract as soon as the District becomes operational in the sense that its distribution system has been completed.

15. Each of the parties hereto shall be entitled to rely on a presumption of Internal Regularity concerning the procedures and authorizations pertaining to this Contract in the governing body of the other party; and each party certifies to the other party that the execution of this Contract is pursuant to such power and authority granted to the undersigned officers of each party.

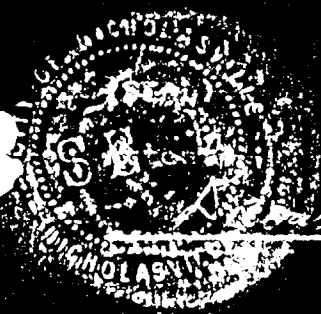
IN WITNESS WHEREOF, the parties hereto have executed the foregoing instrument effective as of this the _____ day of August, 1964

CITY OF NICHOLASVILLE

BY:

Woodford Gow

CITY CLERK



Edkins

SPRINGS WATER DISTRICT

STATE OF KENTUCKY
COUNTY OF JESSAMINE, ACT...

BY: Elizabeth Underwood
Chairman - Member

William Purdine Secretary - Member

L. E. Ward Treasurer - Member

NOV 19 1915

DEC 8 1964

NOV 30 1964

COUNTY OF JESSAMINE, WHOLESALE WATER CONTRACT.

I, Delores Elkins, Notary Public within and for the County of Jessamine and State of Kentucky, do certify that the foregoing instrument of writing between CITY OF NICHOLASVILLE, a Kentucky Municipal Corporation of the Fourth Class, in Jessamine County, Kentucky, and SPEARS WATER DISTRICT of Jessamine County, Kentucky, (same being Wholesale Water Contract), was this day produced to me in said County and State, and was acknowledged before me by Woodford Crow, Mayor and by Dolores Elkins, as City Clerk of said City of Nicholasville, Kentucky, to be their act and deed as such Officers, respectively, and to be the act and deed of said City of Nicholasville, Kentucky.

All of which, together with this certificate, is certified to the proper office for record.

Given under my hand and seal this the 7 day of December 1964.

Delores Elkins
 Notary Public, Commonwealth of
 Kentucky. State at Large: My
 commission expires _____

My Commission Expires Sept. 10, 1966

STATE OF KENTUCKY
 COUNTY OF JESSAMINE, ACT.....

I, Delores Elkins, Notary Public within and for the County of Jessamine and State of Kentucky, do certify that the foregoing instrument of writing between CITY OF NICHOLASVILLE, a Kentucky Municipal Corporation of the Fourth Class in Jessamine County, Kentucky, and SPEARS WATER DISTRICT of Jessamine County, Kentucky (same being Wholesale Water Contract), was this day produced to me in said County and State, and was acknowledged before me by Charles Waldman, Bill Sanders, and B.E. West as chairman, Secretary and Treasurer, respectively, and as all of the members of the Board of Commissioners of Spears Water District, to be their act and deed, as such officers and members of the Board of Commissioners of said Spears Water District, respectively, and to be the act and deed of said Spears Water District, of Jessamine County, Kentucky.

Given under my hand and seal this the 7 day of December, 1964.

Delores Elkins
 Notary Public, Jessamine County, Ky.
 My commission expires _____

My Commission Expires Sept. 10, 1966

