

WATER PURCHASE AGREEMENT

This WATER PURCHASE AGREEMENT ("Agreement") effective the 31st day of January 2024 by and between Caveland Sanitation Authority, Inc. d/b/a Caveland Environmental Authority ("Seller") and Edmonson County Water District ("Purchaser").

WHEREAS, Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present and estimated customers of the Seller's system, including the needs of part of the residential customers of Edmonson County Water District.

WHEREAS, Purchaser desires to enter into an agreement with the Caveland Sanitation Authority, Inc. d/b/a Caveland Environmental Authority for the distribution of water supply to Edmonson County to serve the needs of part of the residential customers in the Edmonson County Water District.

WHEREAS, Seller and Purchaser have obtained the appropriate approvals of their respective Boards for the provision of a water supply by Seller to Purchaser, and their respective Boards have approved the execution of this agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

- I. The Caveland Sanitation Authority, Inc. d/b/a Caveland Environmental Authority agrees
 - I. To furnish to Purchaser at the point of delivery hereinafter specified, during the term of this Agreement or any renewal or extension of this Agreement, potable treated water meeting applicable purity standards of the Commonwealth of Kentucky.
 - II. That the water furnished by Seller to Purchaser will be at a reasonably constant pressure from an existing 8-inch main supply at a point located on US HYW 31W at Edmonson and Barren County Line.

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 supplied due to main supply line breaks.



power failure, flood, fire, and use of water to fight fire, earthquake, or other catastrophes shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

- III. Caveland Environmental Authority will furnish Seller no later than the 10th day of each month with a reading of the amount of water furnished to Purchaser during the preceding month.
- IV. To install, operate, and maintain at its own expense at the point of delivery the necessary metering equipment, including all required devices for properly measuring the quantity of water delivered to Purchaser and to calibrate, at its own expense, such metering equipment whenever requested by the Seller. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate.

2. The Edmonson County Water District agrees

- I. To pay the Seller no later than the 30th day of each month for water delivered in accordance with the following schedule of rate:
 - a. Current Wholesale Rate \$3.01 per 1000 Gallons. It is further understood and agreed that in the event the wholesale rates of water are changed and approved by the KY Public Service Commission, the wholesale rate of water sold to Edmonson County Water District, shall change to the rate approved by the KY Public Service Commission.

3. It is further mutually agreed between Seller and Purchaser as follows:

- I. This contract shall extend for a term of 10 years from the effective date mentioned above and may thereafter be renewed or extended for such terms or terms as may be agreed upon by the Seller and the Purchaser.
- II. This agreement is subject to all prevailing statutes, rules, or regulations as may be applicable, and the parties agree to collaborate in obtaining any permits, certificates, or other approval that may be required by such statutes, rules, or regulations.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective



governing bodies, have executed this Agreement in duplicate originals.

SELLER:

CAVELAND SANITATION AUTHORITY, INC.
d/b/a CAVELAND ENVIRONMENTAL AUTHORITY

By: David Peters

Title: CEO

PURCHASER:

EDMONSON COUNTY WATER DISTRICT

By: J. P. [Signature]

Title: Chairman

RECEIVED
2/15/2024
PUBLIC SERVICE
COMMISSION
OF KENTUCKY