

WATER PURCHASE CONTRACT

This Water Purchase Contract for the sale and purchase of potable water is entered into as of the 13th day of January, 2010, between the BREATHITT COUNTY WATER DISTRICT, a governmental entity organized and established under KRS Chapter 74, et. Seq., of 1137 Main Street, Jackson, Kentucky 41339, hereinafter referred to as the "Seller" and the VILLAGE of BUCKHORN, KENTUCKY, a Kentucky Municipal Body, of Buckhorn, Kentucky 41721, hereinafter referred to as the "Buyer,"

WITNESSETH

Whereas, an Emergency Situation has arisen in the supply of potable water available to the Buyer, due to a disruption in service to Buyer from its current supplier, the City of Hazard, and the Buyer is in need of temporarily purchasing water for supply to its customers from the Seller, until full service is restored by the City of Hazard, and

Whereas, the Seller owns and operates a water supply and distribution system with a capacity currently capable of serving the present customers of the Seller's system and the number of water users to be served by the said Buyer during the duration of this emergency situation, and

Whereas, by vote of the Breathitt County Water District Board of Commissioners, at a duly called emergency meeting held on January 5, 2010, did approve the sale of water to the Buyer in accord with the terms set forth below, and did authorize the Chairman to execute this document; and

Whereas, the City Council of the Village of Buckhorn by vote of the majority of the Council, at a duly called meeting held on January _____, 2010, did authorize the purchase of water to the Seller in accord with the terms set forth below, and the did authorize the Mayor to execute this document; and

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

THE SELLER AGREES to sell unto the BUYER and the BUYER agrees to purchase from the SELLER the water needed to supply its system and customers throughout the duration of the Emergency Situation (until full service is restored by the City of Hazard, or other supply arrangements are made), at the rate of \$2.50 per thousand gallons.



Further, it is understood by the parties that if the provision of water to the Buyer by Seller during this Emergency Situation, results in the inability of the Seller to provide service to its current customers at the current supply level and quality, then the Seller has the option to limit or end the supply of water to the Buyer after giving a minimum of three (3) days notice to the Buyer.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in six (6) counterparts, each of which shall constitute an original.

Seller:

BREATHITT COUNTY WATER DISTRICT

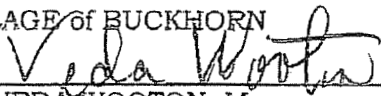
By: 
BOBBY THERPE, Chairman

Attest:

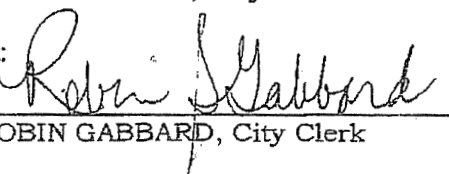
By: _____
EVA FUGATE, Secretary

Buyer:

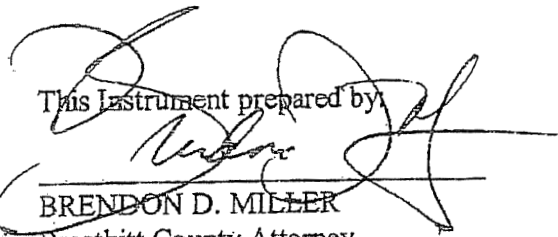
VILLAGE of BUCKHORN

By: 
VEDA WOOTON, Mayor

Attest:

By: 
ROBIN GABBARD, City Clerk

This Instrument prepared by


BRENDON D. MILLER
Breathitt County Attorney
1149 Main Street
Jackson, Kentucky 41339

