

WATER PURCHASE CONTRACT

THIS CONTRACT FOR THE SALE AND PURCHASE OF WATER is made and entered into this 3rd day of September, 2019 by and between THE RATTLESNAKE RIDGE WATER DISTRICT, a water district created and existing under the laws of the Commonwealth of Kentucky, hereinafter referred to as "Seller," and BIG SANDY WATER DISTRICT, a municipality, hereinafter referred to as "Purchaser."

WITNESSETH:

For and in consideration of the mutual agreements herein and contingent upon approval by the Commonwealth of Kentucky Public Service Commission and the United States Department of Agriculture Rural Development:

1. The Seller agrees to furnish to the purchaser, at the point of delivery hereinafter specified, during the term of this Contract, potable, treated water at times and in quantities to be determined in Seller's sole and absolute discretion.
2. The water made available under this Agreement is only for use by retail customers of the Purchaser and may not be sold on a wholesale basis to any other utility.
3. Seller has no obligation to furnish satisfactory quantity or pressure for any purpose.
4. The Purchaser will keep Seller advised of all significant events which are likely to significantly affect the Purchaser's level of water purchased from the Seller.
5. The Master Meter(s) shall be read on the 15th day of each month. The Purchaser has the right to be present at each reading. The Purchaser shall pay the rate of Four Dollars Thirty Cents (\$4.30) per 1,000 gallons, in addition to any taxes, fees, etc., as required by law. Payment shall be received by the 10th day of the following month.

**KENTUCKY
PUBLIC SERVICE COMMISSION**
Kent A. Chandler
Executive Director

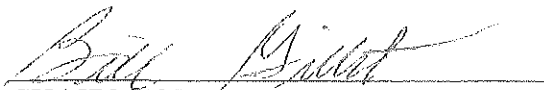


EFFECTIVE
2/10/2020
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

6. The Purchaser shall be notified in writing at least 30 days prior to any rate increase approved by the Public Service Commission.
7. The water will be furnished to the Purchaser through the Seller's tank sites at Kentucky Route 828 and Stan Branch Road. The master meter, apparatuses, and all connections (including water lines) to connect to Purchaser's system to the Seller's system shall be constructed at the Purchaser's sole cost and expense. After Completion, ownership of all Master Meter items will revert to the Seller.
8. Even if the Seller has given consent, Seller shall have no obligation to continue providing water and may terminate or reduce service upon Sixty (60) days' notice to Purchaser.
9. This Contract may be cancelled by either party at any time upon Sixty (60) days' notice to the other party.
10. This Contact constitutes the sole and complete agreement as to the sale and purchase of water. The parties are not relying upon any oral or written statements not contained herein.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers, on this 3 day of September, 2019.

RATTLESNAKE RIDGE WATER DISTRICT


CHAIRMAN

ATTEST:


SECRETARY

KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Executive Director 
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BIG SANDY WATER DISTRICT

Paul E Thomas
CHAIRMAN

ATTEST:

Donnell Butler

STATE OF KENTUCKY
COUNTY OF Carter

The foregoing instrument was read, sworn to and subscribed in my presence on behalf of Rattlesnake Ridge Water District by Bill Gilbert, on this 3 day of September, 2019 to be his/her free act and deed.

My commission expires: November 26th 2019

Rebecca Litcher NOTARY PUBLIC STATE AT LARGE

STATE OF KENTUCKY
COUNTY OF Boyd

The foregoing instrument was read, sworn to and subscribed in my presence on behalf of Big Sandy Water District by Paul E Thomas on this 18th day of September, 2019 to be his/her free act and deed.

My commission expires: 3/14/20

Teresa Brax NOTARY PUBLIC STATE AT
552902

KENTUCKY PUBLIC SERVICE COMMISSION
Kent A. Chandler Executive Director

EFFECTIVE 2/10/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)