

## WATER PURCHASE CONTRACT

This contract made and entered into this 19<sup>th</sup> day of February, 2018 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 "**RATTLESNAKE**" and the **Grayson Utilities Commission**, an entity created by an Ordinance of the City of Grayson, a Kentucky Municipality, authorized by said Ordinance to contract and to operate and maintain the water system of the City of Grayson, hereinafter referred to as "**GRAYSON**";

**WHEREAS**, **RATTLESNAKE** and **GRAYSON** have operated under certain previous contracts between said entities for the sale and purchase of treated water between the two entities; and

**WHEREAS**, it is necessary and proper to continue the relationship for same as a result of the necessity to meet pressure requirements and the needs of customers of each entity through the use of water purchased and sold by each entity to the other; and

**WHEREAS**, the parties are desirous of setting forth in writing their complete agreement concerning the sale and purchase of treated water;

**NOW, THEREFORE IN CONSIDERATION** of all of the foregoing, and in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. **GRAYSON** agrees to deliver to **RATTLESNAKE** potable treated water meeting applicable purity standards of all appropriate environmental agencies existing within the Commonwealth of Kentucky in such quantities as may be required by **RATTLESNAKE** at the point of delivery known as Stan Branch and at the point of delivery known as Little Fork.
2. **RATTLESNAKE** agrees to supply to **GRAYSON** at the point of delivery known as 5260 South State Highway 7, Grayson, Kentucky, potable treated water in such quantities

deemed necessary by **GRAYSON** for use by the retail customers of **GRAYSON**.

**RATTLESNAKE** shall pay to **GRAYSON** for all water received at the point of delivery noted hereinabove, and **GRAYSON** shall pay to **RATTLESNAKE** for all water received at the points of delivery noted above, the rate of \$4.30 per 1,000 gallons plus any taxes, or other assessments required by law as may be imposed upon each entity by the appropriate governing authorities which payment is to be received by the 10<sup>th</sup> day of the following month after the reading of the meter.

3. If either water district rate of the parties hereto increases during the term hereof, then the billing from both would reflect said increase.
4. There shall be a meter associated with the measuring of all water delivered as noted hereinabove for purposes of ascertaining the correct amount of water being supplied.
5. This contract shall be in effect upon the day and date first set forth herein and shall remain in effect for a period of 41 years and shall be automatically renewed at the expiration of said 41 year term unless terminated by either party by giving written notice of intent to terminate sixty (60) days prior to the expiration date of the initial term.
6. Each party agrees to have their metering equipment calibrated at the request of the other upon reasonable frequent request, provided however, that said calibration shall not exceed 2 times per twelve (12) month period. A meter not registering more than two (2%) percent above or below the test results shall be deemed to be accurate. Any meter disclosed to be inaccurate shall be corrected for the period existing immediately following the previous

test to the date of the test determining the inaccurate reading for which appropriate payment shall be made.

7. Each party agrees upon reading of the meters provided for herein to furnish an itemized statement of the amount of water furnished for the preceding month in order to accurately set forth payment to be made.
8. The parties agree that failure to deliver as provided for herein or failure to pay within sixty (60) days following billing shall result in a material breach of the within contract allowing the non-breaching party to take any and all action necessary to enforce the terms of the contract and seek all damages available by law including costs and attorney's fees.
10. This is the entire agreement and neither party is relying upon any other oral or written statement not otherwise provided for herein.

**WITNESS OUR HANDS** this 19<sup>th</sup> day of February 2018

**GRAYSON UTILITIES COMMISSION**

By: GERALD W. HANEY  
GERALD HANEY, SUPERINTENDENT

**ATTESTED TO BY:** Bob James  
BOB JAMES, CHAIRMAN GRAYSON  
UTILITIES COMMISSION



**RATTLESNAKE RIDGE WATER DISTRICT**

By: Bill A. Gissel

It's: Chairman

ATTESTED TO BY: Rebecca Litchner  
Secretary

STATE OF KENTUCKY  
COUNTY OF CARTER

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing Water Purchase Contract by and between RATTLESNAKE RIDGE WATER DISTRICT and GRAYSON UTILITIES COMMISSION was this day produced to me and duly acknowledged before me by **GRAYSON UTILITIES COMMISSION** by and through **GERALD HANEY**, its Superintendent, and attested to by Bob James, Chairman of Grayson Utilities Commission, to be their free act and deed.

Given under my hand this 19<sup>th</sup> day of February, 2018

My commission expires: April 13, 2018 Notary ID#: 509153

Harlena S. Huff  
NOTARY PUBLIC, KENTUCKY STATE AT LARGE



STATE OF KENTUCKY

COUNTY OF CARTER

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing Water Purchase Contract by and between RATTLESNAKE RIDGE WATER DISTRICT and GRAYSON UTILITIES COMMISSION was this day produced to me and duly acknowledged before me by **RATTLESNAKE RIDGE WATER DISTRICT** by and through Billy A. Gilbert, its Chairman, and attested to by Rebecca Kitchen, its secretary as their free act and deed.

Signed on this the 19th day of February, 2018.

Risa Greene, NOTARY PUBLIC STATE AT LARGE

My commission expires: 5.28.18.

This instrument was prepared by:

Derrick Willis  
HON. DERRICK E. WILLIS  
P.O. Box 1500  
117 South Hord Street  
Grayson, KY 41143