

WATER PURCHASE CONTRACT

This Water Purchase Contract for the sale and purchase of potable water is entered into this the 24th day of June, 2020, by and between the BREATHITT COUNTY WATER DISTRICT, a governmental entity organized and established under KRS Chapter 74, et. Seq., of 1137 Main Street Jackson, KY 41339, hereinafter referred to as the "Seller" and the VILLAGE OF BUCKHORN, a Kentucky Municipal Body, of Buckhorn, Kentucky 41721, hereinafter referred to as the "Buyer."

WITNESSETH

Whereas, when an emergency situation arises in the supply of potable water available to the Buyer, due to disruption in service to Buyer from its current supplier, the City of Hazard, and the Buyer is in need of temporarily purchasing water to supply its customers from the Seller:

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 customers to be served by the said Buyer during the duration of this emergency situation, and;

Whereas, by vote of the Breathitt County Water District's Board of Commissioners at a duly called meeting held on June 24, 2020, said Board did approve the sale of water to the Buyer in accordance with the terms set forth hereinbelow, and did authorize its Chairman to execute this document, and;

Whereas, the City Counsel of the Village of Buckhorn by vote, and the majority of the City Council by vote, at a duly called meeting(s) held on June 15, 2020, did authorize the purchase of water from the Seller in accordance with the terms set forth hereinbelow, and did authorize the Mayor of the Village of Buckhorn to execute this document, and;

Now therefore, in consideration of the foregoing and 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 an emergency situation (until full service is restored by its usual supplier, the City of Hazard, or other supply arrangements are made), at the rate of \$8.83 per thousand gallons. There are two supply locations that will be used in event such a purchase is made: one at the end of HWY 1110 and the other at the Breathitt/Perry County Line on HWY 28. The Breathitt County Water District shall become sole owners of the Master meter and vaults. Any water purchased by Buyer will be on an emergency basis only, with prior approval of the sale by the City of Jackson's Mayor, and the Breathitt County Water District's Superintendent. All rate increases enacted by Breathitt County Water District affecting their customers shall be passed on to the Buyer.

Further, it is understood by the parties that should the provision of water to the Buyer by Seller during an emergency situation result in the inability of the Seller to provide water to its customers at the current supply level and quality, then the Seller has the right to terminate the supply of water to the Buyer at any time. Notice of such a decision shall be given to the Buyer by Seller.

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler

Administrative Director



EFFECTIVE

8/6/2020

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

to Buyer shall be made by certified letter to the Mayor of the Village of Buckhorn from the Breathitt County Water District's Board.

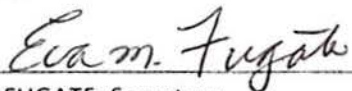
In witness whereof, the parties hereto, acting under the authority of their respective governing bodies, have caused this Contract to be duly executed in six (6) counterparts, each of which shall constitute an original.

Seller:

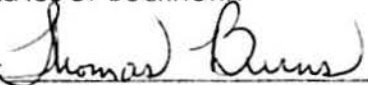
BREATHITT COUNTY Water District

By: 
BOBBY THORPE, Chairman

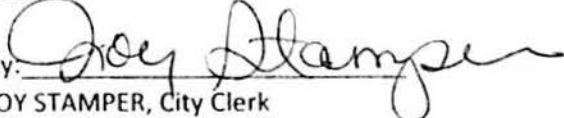
Attest:

By: 
EVA FUGATE, Secretary

VILLAGE OF BUCKHORN

By: 
THOMAS BURNS, Mayor

Attest:

By: 
JOY STAMPER, City Clerk

KENTUCKY
PUBLIC SERVICE COMMISSION

Kent A. Chandler
Acting Executive Director



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