

**EMERGENCY WATER PURCHASE AGREEMENT**

This contract made and entered into this the 28th day of November, 2000, by and between **GRAND RIVERS WATER AND SEWER SYSTEM** (hereinafter "SELLER") a municipal corporation of the 5<sup>th</sup> class, under the laws of the Commonwealth of Kentucky, party of the first part and **LEDBETTER WATER DISTRICT** (hereinafter "PURCHASER") organized as a water district under Chapter 74 of the Kentucky Revised Statutes:

WITNESSETH

WHEREAS Grand Rivers is a producer of water and has at its disposal excess water supplies,

WHEREAS Ledbetter is a producer of water but is occasionally faced with emergency water shortages,

WHEREAS the Seller is willing to sell the Purchaser, an emergency supply of available water which is reasonably expected to be available to Seller after providing for the reasonably anticipated water service obligations of the Seller to its own residents, and

WHEREAS the Public Service Commission requires a contract to be filed for transactions for which they govern, and

WHEREAS the governing bodies of the purchaser and of the seller have duly authorized the execution of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, of the prompt payment of the rates as herein agreed to and set out, and of the prompt delivery of water supply as herein agreed to and set out, the parties have agreed as follows:

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 10 2001

SECTION 9 (1)  
SECRETARY OF THE COMMISSION

1. The Purchaser shall be considered a regular water customer of the Seller and shall abide by all rules and ordinances legally governing the Seller's regular water customers as set out in Grand Rivers Amended Water Rates Ordinance, Ordinance number 02-99.

2. As stated in Ordinance number 02-99, the Purchaser shall currently pay the minimum monthly rate of 11.00 per month. In any month where the purchaser uses more than 2,000 gallons during that month, the Purchaser shall pay \$2.30 per 1,000 gallons.

3. The Purchaser shall abide by any and all amendments and or modifications of the Seller's existing Water Rate Ordinances and Water Usage Ordinances as well as any and all new ordinances governing water usage and/or setting new Water rates.

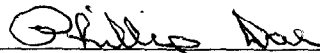
4. The Purchaser shall only purchase water from the Seller under emergency situations. An emergency shall be defined as any situation whereby the Managers of the Water systems for Purchaser and Seller agree that an emergency exists.

GRAND RIVERS WATER AND SEWER DISTRICT



By: Frank Buchanon, Mayor

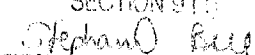
LEDBETTER WATER DISTRICT



By: Phillip Dae, Chairman

PUBLIC SERVICE COMMISSION  
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PURSUANT TO 807 KAR 8.011,  
SECTION 9 (1)  
BY:   
SECRETARY OF THE COMMISSION