

WATER PURCHASE AGREEMENT

This WATER PURCHASE AGREEMENT, made and entered into on this the 19TH day of APRIL, 2011, by and between the BUTLER COUNTY WATER SYSTEM, INC., 104 Tyler Street. Suite B, Morgantown, Kentucky, hereinafter referred to as BCWS, and the MUHLENBERG COUNTY WATER DISTRICT, 301 Dean Road, Greenville, Kentucky, hereinafter referred to as MCWD;

WHEREAS, BCWS and MCWD each have their own water transmission and distribution facilities to supply water service to their respective retail customers, and;

WHEREAS, the parties desire to provide wholesale water service to each other on an emergency, as-needed basis, and;

WHEREAS, in order for the parties to supply water to each other, it will be necessary to construct a 3-inch water main on Hwy 70 and to modify/install two (2) interconnecting master meter stations located at:

- 1) Highway 70 (near the end of BCWS's existing main)
- 2) Forest Oak Church Road (south of Highway 70)

WITNESSETH, that for and in consideration of the mutual benefits to be derived by the parties hereto, it is agreed as follows:

1. MCWD shall at its expense construct, own and maintain a 3-inch water main parallel to Hwy 70 from the end of its existing water line to a point just west of a drainage ditch near the end of BCWS's existing 3-inch water main. At this point MCWD shall construct, own and maintain the Hwy 70 Master Meter Station with dual setters for 2-inch meters.

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2. BCWS shall at its expense construct, own and maintain an extension to its existing 3-inch main, to the point west of said drainage ditch where the Hwy 70 Master Meter Station will be constructed. BCWS shall also perform the construction required to modify an existing meter and make the necessary connections to complete the Forest Oak Church Road Master Meter Station with dual setters for 2-inch meters. Thereafter, BCWS shall own and maintain the Forest Oak Church Road Master Meter Station.
3. The parties will share equally in the cost of construction of the two master meter stations.
4. Valves at the two master meter stations will normally be closed. However, either party may open the appropriate valves to receive water service from the other party in an emergency. The receiving party shall notify the supplying party before or immediately after opening the connection(s). Both parties reserve the right to limit the flow rate and time period over which water may be supplied during each occurrence. Neither party guarantees a supply of water will be available for the other party at any time.
5. The parties shall provide water service meeting water quality standards and minimum pressure requirements set forth by the Kentucky Public Service Commission and the Kentucky Division of Water.

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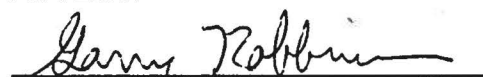
6. The initial rate paid by MCWD for wholesale water service from BCWS shall be the same as the wholesale rate charged by MCWD to BCWS, said initial rate being \$1.86 per 1,000 gallons.
7. The rate for water purchased by either party may vary in the future. Adjustments to the initial rate shall be the same average percentage change that either seller applies to all of its retail customers after the date of this agreement.
8. Either party may terminate this Agreement by giving ninety (90) days written notice to the other party of its intention to do so. Any notice shall be mailed to the addresses as set forth above.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first written.

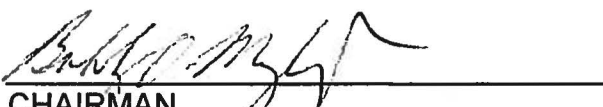
BUTLER COUNTY WATER SYSTEM, INC.

BY: 
PRESIDENT

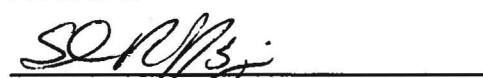
ATTEST:


SECRETARY

MUHLENBERG COUNTY WATER DISTRICT

BY: 
CHAIRMAN

ATTEST:


SECRETARY

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