

WATER PURCHASE CONTRACT

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This Contract for the sale and purchase of water is entered into as of this the 12th day of August 2024, between the *Columbia-Adair Utilities District* ("CAUD"), hereinafter referred to as the "Supplier", and the *Cumberland County Water District*, hereinafter referred to as "the District".

WITNESSETH:

WHEREAS, the District has been organized and established under the provisions of the Kentucky Revised Statutes for the purpose operating a water supply distribution system and to accomplish this purpose the District requires a supply of treated water; and

WHEREAS, the Supplier owns and operates a water supply distribution system with capacity currently capable of supplying to District; and

WHEREAS, Supplier and the District have entered into this water purchase contract wherein Supplier agrees to supply a quantity of water per month to the District at a cost laid out herein per 1,000 gallons of water used by the District;

WHEREAS, by resolution of the Board of Commissioners of the District, the purchase of water from the Columbia-Adair Utilities District (CAUD) in accordance with the terms set forth in said resolution was approved, and the execution of this contract is duly authorized.

NOW THEREFORE, in consideration of the mutual promises, covenants, and obligations herein contained on the part of all Parties hereto it is hereby agreed as follows:

- (1) That this agreement is to memorialize a water purchase contract desired by both Parties hereto, for the mutual benefit of both Parties;
- (2) That Supplier will furnish water to Purchaser at a rate of \$2.²⁵ / 1,000 gallons of water;

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- (3) That this rate shall be locked in, not to be increased, for a period of two (2) years commencing upon the first sale of water;
- (4) Those customers within the County of Cumberland shall be customers of the Cumberland County Water District;
- (5) Any modification of this contract or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party;
- (6) All the foregoing subject to any necessary approval of the *Public Service Commission* and any relevant authority;

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by designated officers or officials as duly authorized by the respective legislative or managing body effective as of the date first written above.

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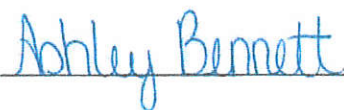
CUMBERLAND COUNTY WATER DISTRICT


CUMBERLAND CO. WATER DISTRICT

Attest: 

COLUMBIA-ADAIR UTILITIES DISTRICT


COLUMBIA-ADAIR UTILITIES DISTRICT

Attest: 

{END OF DOCUMENT}

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