

WATER PURCHASE AGREEMENT

This WATER PURCHASE AGREEMENT ("Agreement") effective the 1<sup>st</sup> day of May, 2021 by and between Edmonson County Water District ("Seller") and Green River Valley Water District ("Purchaser").

WHEREAS, Purchaser has entered into an agreement with the Edmonson County Water District for provision of water supply and distribution to Bumgardner Road in Hart County to serve approximately six residential customers.

WHEREAS, Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present and estimated customers of the Seller's system, including the needs of six residential customers of Green River Valley Water District.

WHEREAS, Seller and Purchaser have obtained the appropriate approvals of their respective Boards for the provision of a water supply by Seller to Purchaser, and their respective Boards have approved the execution of this agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

1. The Edmonson County Water District agrees
  - I. To furnish to Purchaser at the point of delivery hereinafter specified, during the term of this Agreement or any renewal or extension of this Agreement, potable treated water meeting applicable purity standards of the Commonwealth of Kentucky.
  - II. That the water furnished by Seller to Purchaser will be at a reasonably constant pressure calculated at 120 P.S.I. from an existing 4-inch main supply at a point located at 695 Rocky Hill Road, Munfordville, KY 42765.

If a greater pressure than that normally is available at the point of delivery is required by Purchaser, the cost of providing such greater pressure shall be borne by Purchaser. Emergency failures of pressure supplied due to main supply line

<p>of Kentucky PUBLIC SERVICE COMMISSION Linda C. Bridwell Executive Director</p>
<p><i>Linda C. Bridwell</i></p>
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breaks, power failure, flood, fire, and use of water to fight fire, earthquake or other catastrophes shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

III. The Green River Valley Water District will install a 2-inch compound meter, operate, and maintain at its own expense at the point of delivery on 695 Rocky Hill Road, Munfordville, KY 42765, the necessary metering equipment, including all required devices for properly measuring the quantity of water delivered to Purchaser and to calibrate, at its own expense, such metering equipment whenever requested by Seller. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The metering equipment shall be read on the 1<sup>st</sup> working day of each month. An appropriate official of the Seller shall at all times have access to the meter for purpose of verifying its readings.

IV. Green River Valley Water District will furnish Seller no later than the 10<sup>th</sup> day of each month with a reading of the amount of water furnished to Purchaser during the preceding month.

2. The Green River Valley Water District agrees.

I. To pay the Seller no later than the 30<sup>th</sup> day of each month for water delivered in accordance with the following schedule of rate:

a. Wholesale Rate \$ 3.13 per 1000 Gallons. It is further understood and agreed that in the event the wholesale rates of water are changed and approved by the KY Public Service Commission, the wholesale rate of water sold to the Green River Valley Water District, shall change to the rate approved by the KY Public Service Commission.

II. To install, operate, and maintain at its own expense at the point of delivery the necessary metering equipment, including all required devices for properly measuring the quantity of water delivered to Purchaser and to calibrate, at its own expense, such metering equipment whenever requested by the Seller. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate.

3. It is further mutually agreed between Seller and Purchaser as follows:

I. This contract shall extend for a term of two (2) years from the date mentioned above and may thereafter be renewed on the same terms as may be agreed upon by the Seller and the Purchaser.

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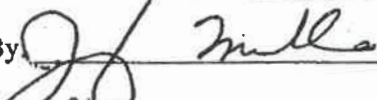
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II. This agreement is subject to all prevailing statutes, rules, or regulations as may be applicable, and the parties agree to collaborate in obtaining any permits, certificates, or other approval which may be required by such statutes, rules, or regulations.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have executed this Agreement in duplicate originals.


**SELLER:**

EDMONSON COUNTY WATER DISTRICT

By:   
Title: Chairman

**PURCHASER:**

GREEN RIVER VALLEY WATER DISTRICT

By:   
Title: Chairman

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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