

THIS ADDENDUM, made and entered into this 1ST day of DECEMBER, 1984, by and between

THE CITY OF BARDSTOWN, KENTUCKY, a municipality located in Nelson County, Kentucky, hereinafter called "City", and

NORTH NELSON WATER DISTRICT, situated in Nelson County, Kentucky, hereinafter called, "District",

WITNESSETH:

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PUBLIC SERVICE COMMISSION

WHEREAS, the parties to this addendum are the same parties as set out in a certain agreement styled "Water Purchase Contract" of date October 10, 1967 and also a first addendum to said contract dated January 3, 1974, and a second addendum to said contract, dated December 31, 1975, and also a third addendum to said contract dated March 1, 1978, and whereas, the City is now desirous of amending a portion of the terms contained in the original contract and first, second, and third addenda, which is agreeable to the District under the conditions specified by this fourth addendum.

NOW THEREFORE, for and in consideration of the Covenants and agreements hereinafter contained, the parties hereto agree and do hereby amend those paragraphs and sections of the aforementioned agreement by the including of new paragraphs and/or section and/or changing in whole and/or in parts existing paragraphs and sections thereof, which contract shall be from and after the effective date of changes therein, read as if contained in the original agreement:

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Page 2, A. The City Agrees

1. (Quality and Quantity) To furnish the District at the points of delivery previously specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Kentucky Department for Natural Resources and Environmental Protection, Division of Water (or other cognizant agency) in such quantity

PURSUANT TO 807 KAR 5011.

BY THIS CONTRACT

as may be required by the District (not to exceed 14,000,000 gallons per month or 168,000,000 gallons per year). Further, the City shall not be obligated to provide for a rate of flow greater than an even or steady flow necessary to provide the contracted monthly gallonage required for any of the various delivery points in the aggregate.

Page 3, B. The District Agrees

1. (Rates and Payment, Date) To pay the City, not later than the 15th day of each month for water delivered in accordance with the following schedule of rates:

a. \$2,800.00 for the first 3,500,000 gallons as a minimum rate per month.

b. All over 3,500,000 gallons at the rate of \$0.80 per thousand gallons per month.

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Page 4, C. It is further mutually agreed between the City and District as follows:

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SECTION 1(1)

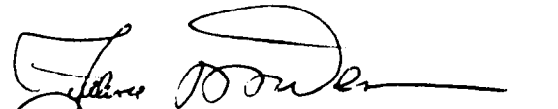
1. (Term of Contract) That this contract shall extend for a term of forty (40) years from date of the new billing scheduled for December 1, 1984, and thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this addendum to the Contract aforesaid to be duly executed in three counter parts each of which shall constitute an original.


THE CITY OF BARDSTOWN, KENTUCKY

BY:

Mayor



ATTEST:



City Clerk

NORTH NELSON WATER DISTRICT

BY: *Oral Hill*

ATTEST:

Henry L. Hart
Secretary

This addendum is approved on behalf of the Farmers Home Administration,
this ____ day of December , 1984.

By: _____

Title: _____

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PURSUANT TO 807 KAR 5011,
SECTION 2(1)

BY: *[Signature]*
FOR THE COMMISSIONER