

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 22 1984

PURSUANT TO 807 KAR 5.011,  
SECTION 2(1)

BY: *[Signature]*  
FOR THE

THIS ADDENDUM, made and entered into this 15<sup>th</sup> day of November,  
1984, by and between

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

THE CITY OF BLOOMFIELD, KENTUCKY, situated in Nelson County, Kentucky,  
hereinafter called "Purchaser",

WITNESSETH:

WHEREAS, the parties to this addendum are the same parties as  
set out in a certain agreement styled "Water Purchase Contract" of date  
January 8, 1980, and whereas, the Seller is now desirous of amending a por-  
tion of the terms contained in the original contract, which is agreeable  
to the Purchaser under the conditions specified by this first addendum.

NOW THEREFORE, for and in consideration of the Covenants and agree-  
ments 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 from and  
after the effective date of changes therein, read as if contained in the  
original agreement:

Page 1, A. The Seller Agrees

1. (Quality and Quantity) To furnish the Purchaser, at the point  
of delivery hereinafter 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  
as may be required by the Purchaser (not to exceed 10,000,000 gallons per  
month or 120,000,000 gallons per year).

**RECEIVED**

AUG 26 1994

PUBLIC SERVICE  
COMMISSION

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SECTION 2(1)

BY: *[Signature]*

2. (Point of Delivery and Pressure) That ~~water~~ will be furnished at a reasonably constant pressure calculated at 30 lbs per sq. in. from an existing eight (8) inch main supply at a point located near the East Bardstown standpipe near the intersection of KY 162 and KY 62. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, and use of water to fight fire, earthquake, or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service. The Seller shall not be responsible to provide for a rate of flow in excess of 235 gallons per minute, but Seller may increase the rate of flow on a temporary basis from time to time if it determines that such increase is feasible.

Page 2, B. The Purchaser Agrees

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

a. \$2,400.00 for the first 3,000,000 gallons which amount shall also be the minimum rate per month.

b. \$0.80 per 1,000 gallons for all water in excess of 3,000,000 gallons but less than 9,000,000 gallons per month.

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

1. (Term of Contract) That this contract shall extend for a term of fifty (50) years from date of initial 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 Seller and Purchaser:

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 22 1984

PURSUANT TO 807 KAR 5011,  
SECTION 10(1)

BY: [Signature]  
FOR THE

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: [Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk

THE CITY OF BLOOMFIELD, KENTUCKY

BY: [Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk

This Addendum is approved on behalf of the Farmers Home Administration,  
this \_\_\_\_ day of November, 1984.

By: \_\_\_\_\_

Title: \_\_\_\_\_