

WATER PURCHASE CONTRACT AMENDMENT

This CONTRACT AMENDMENT (the "Agreement") made and entered into this 8 day of ^{December} ~~November~~, 1988 by and between THE MT. STERLING WATER & SEWER COMMISSION, an agency of the City of Mt. Sterling, Kentucky, P.O. Box 392, Mt. Sterling, Kentucky 40353, hereinagter referred to as the "Seller" and CITY OF JEFFERSONVILLE, KENTUCKY, a Kentucky municipal corporation of the sixth class, City Hall, Jeffersonville, Kentucky 40337, hereinafter referred to as the "Purchaser", WITNESSETH:

WHEREAS, Seller is presently supplying and selling to Purchaser, and the Purchaser is acquiring and purchasing from Seller, potable treated water, pursuant to a Water Purchase Contract between the City of Mt. Sterling, Kentucky and the City of Jeffersonville, Kentucky dated May 13, 1969, as amended by a Water Purchase Contract Amendment dated September 26, 1988, together hereinafter collectively referred to as the "Contract"; and

WHEREAS, the Seller and the Purchaser have agreed to further amendment and/or modification of the Contract and wish to set forth said further agreement in writing.

PUBLIC SERVICE COMMISSION
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NOW, THEREFORE, in consideration the premises, and mutual covenants and agreements of the parties, it is agreed as follows:

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Jordan C. Neal
TITLE: Commissioner

1. It is understood and agreed that any and all of the water to be furnished and sold by Seller to Purchaser under the above referenced Contract, as amended by this Agreement, shall

only be resold for consumption and/or use solely by customers of the City of Jeffersonville Water System residing within the geographic boundaries of Montgomery County, Kentucky, except for the owners/lessees of property in Menifee County, Kentucky, which property is located adjacent to, or across the road from, the presently existing water main of the City of Jeffersonville Water System located in Menifee County, Kentucky on the date hereof.

2. It is further understood and specifically agreed that, in no event, shall any additional water customers be added to the City of Jeffersonville Water System from and after the date hereof who do not reside in, or whose property being served is not located in, Montgomery County, Kentucky, except for the owners/lessees of property in Menifee County, Kentucky, which property is located, adjacent to, or across the road from, the presently existing water main of the City of Jeffersonville Water System located in Menifee County, Kentucky on the date hereof.

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PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Charles L. Neal
FOR THE PUBLIC SERVICE COMMISSION

3. Except to the extent herein amended and modified, the Water Purchase Contract between Seller and Purchaser, dated May 13, 1969, as amended September 16, 1988, is hereby confirmed and shall continue to remain in full force and effect according to the original terms, provisions, and conditions thereof.

IN TESTIMONY WHEREOF, the parties hereto acting under the authority of their respective governing bodies, have caused this Water Purchase Contract Amendment to be executed in one or more

counterparts, each of which are to have the force and effect of an original, as of the day, month and year first hereinabove written.

SELLER:

MT. STERLING WATER & SEWER COMMISSION, ACTING FOR THE CITY OF MT. STERLING, KENTUCKY

BY: Larry Esteppe 11/30/88
Larry Esteppe, System Manager

Attest:

Judy Nolan

PURCHASER:

CITY OF JEFFERSONVILLE, KENTUCKY

BY: [Signature]
ITS MAYOR

Attest:

[Signature]
City Clerk

Approved by:

FARMERS HOME ADMINISTRATION

BY: [Signature]
Community & Business Program Specialist
Authorized Signature

Date: 12-22-88

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OF KENTUCKY
EFFECTIVE

SEP 29 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: [Signature]
FOR THE PUBLIC SERVICE COMMISSION