

CITY OF LIBERTY
LIBERTY, KENTUCKY
MUNICIPAL ORDER
NO. 90-MO-001

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

A MUNICIPAL ORDER AUTHORIZING MAYOR TO EXECUTE ADDENDUM TO WATER PURCHASE CONTRACT

SEP 02 1994

* * *

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

The City of Liberty does hereby order as follows:

BY: John C. Grider
FOR THE PUBLIC SERVICE COMMISSION

SECTION I - That John C. Grider, as Mayor of the City of Liberty, is authorized and directed to execute, on behalf of the City of Liberty, the Addendum to Water Purchase Contract between the City of Liberty and East Casey County Water District, a copy of which is attached hereto, incorporated herein, and made a part of this municipal order.

SECTION II - SEVERABILITY OF CLAUSES: All municipal orders or parts of municipal orders in conflict with this municipal order are hereby repealed, and if any part, section, subsection, paragraph or clause of this municipal order shall be held unconstitutional or otherwise invalid then only such section, subsection, paragraph or clause shall be voided and the remaining parts, sections, subsections, paragraphs and clauses hereof shall remain in full force and effect.

SECTION III - RECORD OF PASSAGE: Upon motion of Earl D. Wilson seconded by Earl D. Wilson, 4 voting in favor, 0 against, 0 abstaining, the foregoing ordinance received reading and passage upon this 12th day of March, 1990.

John C. Grider
John C. Grider, Mayor

Attest:
Carol Gregory
Carol Gregory, Clerk

ADDENDUM TO WATER PURCHASE CONTRACT

THIS ADDENDUM TO WATER PURCHASE CONTRACT is made and entered into on March 13th, 1990, between the City of Liberty, City Hall, Liberty, Casey County, KY 42539, hereinafter referred to as the "Seller", and the East Casey County Water District, P. O. Box 306, Liberty, Casey County, KY 42539, hereinafter referred to as the "Purchaser".

WITNESSETH:

Whereas, the Seller and the Purchaser entered into a Water Purchase Contract dated September 5, 1986;

Whereas, the Purchaser intends to improve and expand a water supply distribution system which will serve water users within the area described in plans now on file in the office of the Purchaser; and

Whereas, the United States of America, Department of Agriculture, Farmers Home Administration, requires a water purchase contract which will insure that the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present and the estimated number of water users to be served by the Purchaser for an additional forty (40) year period,

Now, in consideration of the mutual agreements set forth below, the Seller and the Purchaser agree as follows:

1. Section A.1. of the Water Purchaser Contract dated September 5, 1986, is amended to read as follows: The Seller agrees to furnish the Purchaser at the point of delivery hereinafter specified,

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during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the United States of America and the Commonwealth of Kentucky in such quantity as may be required by the Purchaser not to exceed two hundred thousand (200,000) gallons per day.

2. Section B.2. of the Water Purchase Contract dated September 5, 1986, has been fully complied with and shall be amended to read as follows: The original connection fee of Eighty-Nine Thousand Dollars (\$89,000.00) has been paid to the Seller by the Purchaser, and additional connection fees shall not be charged to the Purchaser.

3. Section C.1. of the Water Purchase Contract dated September 5, 1986, is amended to read as follows: It is further mutually agreed between the Seller and the Purchaser that the original Water Purchase Contract dated September 5, 1986, and this Addendum to Water Purchase Contract dated March 13th, 1990, shall extend for a term of forty (40) years from the date of the initial delivery of any water for the improved and expanded water distribution system as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and the Purchaser.

4. With the exceptions stated in paragraphs 1, 2, and 3

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SECTION 9 (1)

BY: Jordan C. Noel
FOR THE PUBLIC SERVICE COMMISSION

above, the terms and conditions of the original Water Purchase Contract dated September 5, 1986, is ratified and affirmed.

SELLER

City of Liberty

By: John C. Gartin
Title: Mayor

Attest:

Carol Gregory
Carol Gregory, Secretary

PURCHASER

East Casey County Water District

By: Charles S. Fox
Title: Chairman

Attest:

Robert Austin
Robert Austin, Secretary

This Addendum to Water Purchase Contract is approved on behalf of the Farmers Home Administration this ___ day of _____, 1990.

By: _____
Title: _____

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BY: [Signature]
FOR THE PUBLIC SERVICE COMMISSION