

CONTRACT

*Ky American  
Version*

THIS CONTRACT entered into the 6<sup>th</sup> day of October 1992, between the NORTHEAST WOODFORD COUNTY WATER DISTRICT, a body corporate, of Versailles, Kentucky, hereinafter referred to as Northeast Woodford, and KENTUCKY AMERICAN WATER COMPANY, a Kentucky corporation, 2300 Richmond Road, Lexington, Kentucky, 40502, hereinafter referred to as Kentucky-American,

WITNESSETH

WHEREAS, Northeast Woodford has been organized and established under the provisions of Chapter 74, and Kentucky-American is a Kentucky corporation organized for the purpose of constructing and operating water supply distribution systems, serving water users, Northeast Woodford being wholly within Woodford County, and

WHEREAS, R. Eric Waldman, 4961 Paynes Mill Road, Lexington, Kentucky, owns a piece of property which is wholly within Fayette County, 0.4 miles from Woodford County, and

WHEREAS, Northeast Woodford is presently serving water to J. S. Hagen and William Sloan in Fayette County from meters located in Woodford County, and

WHEREAS, R. Eric Waldman has requested Northeast Woodford to serve his property which lies within the boundaries of Fayette County, and

WHEREAS, the Public Service Commission of Kentucky has asked Northeast Woodford to extend water service to the R. Eric Waldman property within Fayette County, and

WHEREAS, water districts are authorized to contract with other water purveyors to provide for operation of a water system pursuant to Kentucky Revised Statutes 74.414, and

WHEREAS, by resolution of the Board of Commissioners of Northeast Woodford, enacted on the 24th day of March, 1992, Northeast Woodford was authorized to enter into a contract with Kentucky-American whereby Northeast Woodford would provide water service to the R. Eric Waldman property located in Fayette County, and

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: *Sharon D. Bell*  
PUBLIC SERVICE COMMISSION MANAGER

WHEREAS, Kentucky-American has consented to the service of water by Northeast Woodford to R. Eric Waldman at his property located in Fayette County:

NOW, THEREFORE, in consideration of the foregoing and mutual agreements herein set forth,

**NORTHEAST WOODFORD AGREES:**

To extend water service to the R. Eric Waldman property located in Fayette County as requested by the Public Service Commission of Kentucky,

**KENTUCKY-AMERICAN AGREES:**

To consent to the extension of water service by Northeast Woodford to the R. Eric Waldman property located in Fayette County as requested by the Public Service Commission of Kentucky and as authorized by Kentucky Revised Statutes 74.414.

**IT IS FURTHER MUTUALLY AGREED BETWEEN NORTHEAST WOODFORD AND KENTUCKY-AMERICAN, AS FOLLOWS:**

1. That this contract shall extend for a term of forty (40) years from its date unless sooner terminated by mutual agreement or as herein provided.

2. That at such time as Kentucky-American desires to serve R. Eric Waldman at his property in Fayette County or any other customers of Northeast Woodford living in Fayette County, it shall have the option to acquire from Northeast Woodford any such line(s) and facilities located within Fayette County for service to the R. Eric Waldman property, or other customers, or their successors in title, upon payment by Kentucky-American to Northeast Woodford for its actual depreciated net cost in said line and facilities and Northeast Woodford shall deed said line and facilities to Kentucky-American upon payment therefore.

3. That Northeast Woodford shall serve the R. Eric Waldman property and others currently served as herein provided at its regularly established rates and subject to its rules and regulations.

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BY: *Sharon Helle*  
PUBLIC SERVICE COMMISSION MANAGER

4. Upon such acquisition and transfer to Kentucky-American by Northeast Woodford as herein provided, if any, then this contract shall terminate and be null and void.

5. This agreement shall not authorize Northeast Woodford to serve any customers, now or hereafter, living in Fayette County other than J. S. Hagen, William Sloan, and R. Eric Waldman.

IN WITNESS WHEREOF the parties hereto, acting under the authority of their respective governing bodies, have caused this contract to be duly executed into counterparts, each of which shall constitute an original.

NORTHEAST WOODFORD COUNTY  
WATER DISTRICT

BY: John Steele Davis  
Chairman

ATTEST:

[Signature]

KENTUCKY-AMERICAN WATER COMPANY

BY: R. A. Edens  
VICE PRESIDENT AND MANAGER

ATTEST:

[Signature]

PSC APPROVAL ?

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BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER