

THIRD AMENDMENT TO WATER PURCHASE CONTRACT

This Third Amendment of Contract for sale and purchase of water is entered into on this the 13th day of May, 1991, by and between the **CITY OF LAWRENCEBURG**, City Hall, Lawrenceburg, Kentucky, 40342, hereinafter known and referred to as the "Seller", and the **SOUTH ANDERSON WATER DISTRICT**, Court Street, Lawrenceburg, Kentucky, 40342, hereinafter referred to as the "Purchaser".

W I T N E S S E T H :

WHEREAS, on March 22, 1974, the Seller herein entered into a water purchase contract named and entitled, "USDA-FHA, Form FHA 442-30 (3-4-68)," said contract providing for the purchase of water and setting forth certain terms and conditions of said purchase; and,

WHEREAS, on September 4, 1979, the Seller herein entered into an "Amendment to Water Purchase Contract," said Amendment to Water Purchase Contract providing for the purchase of water and setting forth certain terms and conditions of said purchase; and,

WHEREAS, on September 8, 1986, the Seller herein entered into a "Second Amendment to Water Purchase Contract," said second amendment to water purchase contract providing for the purchase of water and setting forth certain terms and conditions of said purchase; and,

WHEREAS, the Purchaser wishes to re-confirm and ratify each and every word, term, phrase, and figure therein, save and except the maximum quantity of gallons per month; and,

WHEREAS, by Resolution by the Board of Commissioners of said Purchaser authorizing said ratification and proposed third amendment and further authorizing the execution of this ratification and third amendment by its Chairman, and further, by Resolution enacted on May 13, 1991, by the Board of Council of the City of Lawrenceburg authorizing the Mayor to execute this ratification and third amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein set forth, it is agreed as follows:

I. The Seller and Purchaser agree that each and every word,

term, phrase, sentence and figure of the original water purchase contract, dated March 22, 1974, and the amendment dated September 4, 1979, and the second amendment dated September 8, 1986, by and between the parties is hereby ratified and re-confirmed, save and except as hereinafter set forth.

II. The Seller Agrees:

A. (Quality and Quantity) To furnish the Purchaser at the point of delivery specified in the original contract, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the appropriate Kentucky Water Standards Department, and the Anderson County Board of Health, in such quantity as may be required by the Purchaser not to exceed ten million gallons per month.

III. The Purchaser Agrees:

A. (Rates and Payment Date) To pay the Seller, not later than the 28th day of each and every month, for water delivered in accordance with the terms of the original contract as amended heretofore, at the to be charged by the Seller per City Ordinance.

IV. It is mutually agreed between the Seller and the Purchaser that the term of this Contract shall extend for a period of forty years from and after the date of this Contract, and thereafter may be renewed or extended for such term or terms, as may be agreed upon the Seller and Purchaser.

IN TESTIMONY THEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this ratification and amendment of contract to be duly executed in four counterparts, each which shall constitute an original.

SELLER:

CITY OF LAWRENCEBURG, KENTUCKY

BY: Kenneth P. Hoskins
Kenneth P. Hoskins, Mayor

ATTEST:

Edwinna Baker
Edwinna Baker, Clerk

PURCHASER:
SOUTH ANDERSON WATER DISTRICT

BY: Bob Kincer
Bob Kincer, Chairman

ATTEST:

George Kinne
George Kinne, Secretary

D. Water Service Charges

Rates and charges for the use of the service and facilities of the system are established and prescribed, effective in the manner and upon the respective dates hereinafter set forth, as follows:

1. Metered Water Service

- a. All water meters shall be read monthly, and the following rates and charges shall be applied to the meter-readings, and billed, collected and enforced; no distinction being made as between users and customers inside and outside the corporate limits of the City (except as indicated):

| <u>Gallons</u> | <u>Rates per Month</u> |
|----------------|------------------------|
| First 2,000 | \$7.80 minimum |
| Next 8,000 | 2.20 per 1000 gal. |
| Next 20,000 | 1.90 per 1000 gal. |
| Next 30,000 | 1.65 per 1000 gal. |
| Next 40,000 | 1.42 per 1000 gal. |
| Next 100,000 | 1.36 per 1000 gal. |
| Next 300,000 | 1.31 per 1000 gal. |
| Next 500,000 | 1.25 per 1000 gal. |

- b. \$8.89 minimum rate for customers outside City limits.
- c. Water districts shall pay straight rate of \$1.17 per 1000 gallons (Effective October 8, 1991).

2. Private Fire Protection Rates

| | |
|---|----------------------------------|
| Private fire hydrant standard | \$5.00 per hydrant per month |
| Sprinkler system with six inch connection | \$18.00 per connection per month |
| Sprinkler system with eight inch connection | \$30.00 per connection per month |

3. Temporary Special Arrangements

In the matter of furnishing water service upon a temporary basis to circuses, carnivals, tent meetings, outdoor athletic events (other than those carried on by the public schools), and other miscellaneous temporary uses, a flat rate may be fixed in each individual case and the service charge shall be paid in advance.

A true copy attests:

William B. ...
City Clerk
City of Louisville, Kentucky 4034

4. Applicants for water and sewer service must place an \$100 deposit with the City. This payment may be refunded if the applicant maintains a good payment record for one year after service has begun.

E. Sewer Service Charges

1. Premises with metered water connections. The following rates and charges shall be applied to the meter readings for water service in order to determine the monthly sewer service charge that shall be billed, collected and enforced:

Rates and Charges

| Gallons of Water Used | Sewer Rates |
|-----------------------|--------------------|
| First 2,000 | \$7.80 minimum |
| Next 8,000 | 3.10 per 1000 gal. |
| Next 20,000 | 2.70 per 1000 gal. |
| Next 30,000 | 2.40 per 1000 gal. |
| Next 40,000 | 1.95 per 1000 gal. |
| Next 100,000 | 1.85 per 1000 gal. |
| Next 300,000 | 1.75 per 1000 gal. |
| Next 500,000 | 1.67 per 1000 gal. |

2. Alton Water and Sewer District. The Alton Water and Sewer District shall be charged monthly for sewer service provided by the City treatment plant, the sum of \$1.35 for each 1,000 gallons of wastewater delivered to the City by those customers connected to the Alton Sewer System.

F. Exceptions in Application of Sewer Charges.

The City recognizes certain exceptional situations wherein adjustments in the manner of applying sewer service charges should be permitted, and provision is made for the same as follows:

1. Where more than 20% of the water used by the owner or occupant of any premises during the year does not flow into the sanitary sewer, the percentage in excess of 20% shall be excluded from the calculation of the sewer service rates and charges herein provided. It shall be the burden of the owner or occupant of any such premises to prove to the City that more than 20% of the water used on such premises during the year does not flow into the sanitary sewer, and such burden shall be deemed to be met only upon a showing by the sewer user, to the satisfaction of the City, that the quantity thereof is accurately measured by means of a standard water meter. In the event the sewer user has no such evidence, a water meter for such purpose may be provided by the City upon

A true copy attests:
Charlene B. Smith
 City, Kentucky 40342