

SUPPLEMENT TO CONTRACT FOR PURCHASE
OF TREATED WATER

THIS SUPPLEMENT TO CONTRACT FOR PURCHASE OF TREATED WATER made and entered into this 18th day of December, 1986, by and between PULASKI COUNTY WATER DISTRICT NO. II (hereinafter sometimes referred to as "Water District" or "District"), a water district organized and existing pursuant to the provisions of Chapter 74 of the Kentucky Revised Statutes, acting by and through its commission as duly authorized and empowering governing body, and the CITY OF SOMERSET, as successor to the Kentucky Water Service Company, Inc. (hereinafter sometimes referred to as "Water Company"), a Kentucky municipal corporation, acting pursuant to authority and direction of the City Council of the City of Somerset,

W I T N E S S E T H:

THAT WHEREAS, the Water District and Water Company entered into a contract for the purchase of treated water by agreement dated the 12th day of August, 1966, and

WHEREAS, the Water District has made application for a loan and/or grant to extend its water system;

AND, WHEREAS, the period of the proposed loan would expire on or about the 1st day of April, 2027, and it will be necessary that the Water District have a contract for the purchase of water expiring on approximately the same date;

AND, WHEREAS, the parties have agreed to extend the original contract dated August 12, 1966 to and including the 1st day of April, 2027;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, and the premises heretofore stated, it is further agreed as follows:

Section 1. The expiration of the contract dated August 12, 1966, a copy of which is annexed hereto and made a part hereof by reference, is hereby amended by providing that the original Section 3

ITEM#27

of that contract shall be extended for a period of time which shall terminate on the 1st day of April, 2027.

Section 2. Section 1 of the contract between the parties is hereby amended to read as follows:

"The City of Somerset, as successor to Kentucky Water Service Company, Inc., hereby covenants and agrees to sell Pulaski County Water District No. II a volume of pure, treated water which may not exceed three hundred sixty thousand (360,000) gallons per day (being a pumpage of 250 gallons per minute for a 24-hour period) with the price of said water to be charged to be no higher than shall be charged to other wholesale customers during the term of this agreement."

Section 3. All other provisions of the original contract are hereby reaffirmed and ratified as originally written.

IN TESTIMONY WHEREOF, the parties have hereunder set their hands and seals on this the day and year first above written.

PULASKI COUNTY WATER DISTRICT NO. II

Attest:

Ray M. Walter

By:

Whisper Compton
Chairman

CITY OF SOMERSET :

Attest:

David Proseny

By:

Scott Vanhook

Fm HA concurs: 1-26-87

Robert W. Letton
Chief, Community + Business Programs