

COPY

RATE CHANGE AGREEMENT

THIS AGREEMENT is entered into as of 6 October 1995, between the City of Maysville, 216 Bridge Street, Maysville, Kentucky 41056 (hereinafter referred to as "SELLER"), and Southern Mason Water District, P. O. Box 70, May's Lick, Kentucky 41055 (hereinafter referred to as "PURCHASER"),

WHEREAS, WITNESSETH: Seller and Purchaser entered into a Water Purchase Contract 11 March 1992, and

WHEREAS, pursuant to said Water Purchase Contract, Seller has been providing water to Purchaser for the usual rate of \$1.115/1,000 gallons, and

WHEREAS, by Ordinance No. 94C-69 adopted by the Board of Commissioners of Seller on 12 January 1995, Seller amended charges for provision of water, and

WHEREAS, Purchaser desires and intends to continue to purchase water from Seller, and accepts the rate increase indicated herein as reasonable,

NOW THEREFORE, in consideration of the provisions of the original Water Purchase Contract, the foregoing, and mutual agreement of the parties hereto, Paragraph B of the original Purchase Contract is hereby modified to read as follows:

The Purchaser Agrees to install the necessary metering equipment required under Paragraph A(3) and to initially calibrate same, and to pay the Seller, not later than the fifteenth day of each month, for all water delivered, but not less than 25,000 gallons per day (or 25% of the requested and approved maximum daily usage limitation as provided in paragraph A(1), at the rate of \$1.352/1,000 gallons.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed by duly authorized officers in four counterparts, each of which shall constitute an original.

SELLER:


CITY OF MAYSVILLE, KENTUCKY

By

  
James R. Litton, Mayor

Attest:


By

  
Sharon Swisher, City Clerk

PURCHASER:

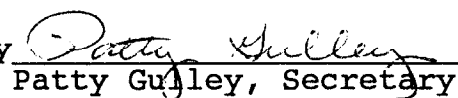
SOUTHERN MASON WATER DISTRICT

By

  
Martin R. Halleran, Chairman

Attest:

By

  
Patty Guiley, Secretary