

CONTRACT AMENDMENT

WHEREAS, the City of Nicholasville, a Kentucky Municipal Corporation, and SPEARS WATER COMPANY, INC., a corporation, acting by and through its Board of Commissioners, did on August 10, 1964, enter into a Contract for the sale and purchase respectively of water for retail use by SPEARS WATER COMPANY, INC;

WHEREAS, said Contract provided for an increase in water rates to be charged when and if the City of Nicholasville experienced a higher cost of providing water service, ie., labor, electricity, materials and chemicals;

WHEREAS, said higher costs have arisen and are presently absorbed by the City of Nicholasville, and the parties mutually desire to raise the rates charged to help eliminate this expense;

WHEREAS, the SPEARS WATER COMPANY, INC., is the successor and purchaser of the SPEARS WATER DISTRICT;

NOW THEREFORE, it is hereby agreed between the City of Nicholasville and SPEARS WATER COMPANY, INC., that the SPEARS WATER COMPANY, INC., agrees to pay and the City of Nicholasville agrees to charge thirty (30) cents per 1000 gallons of water furnished to the SPEARS WATER COMPANY, INC., as shown by the reading from the master meter/s according to the terms of the original Contract between them. Said charges shall commence May 1, 1978, and shall continue in effect thereafter.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing amendment this the ____ day of _____, 1978.

ATTEST:

Bonnie Dean
CLERK

CITY OF NICHOLASVILLE

BY: William Conrad
MAYOR

SPEARS WATER COMPANY, INC.

BY: Elizabeth Underwood
OFFICER

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 22 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: John H. ...
FOR THE PUBLIC SERVICE COMMISSION

THIS AGREEMENT, made and entered into, by and between the CITY OF NICHOLASVILLE, a municipal corporation, of Nicholasville, Jessamine County, Kentucky, party of the first part; and SPEARS WATER COMPANY, INC., a Kentucky corporation, in it's corporate capacity and as agent for SPEARS WATER DISTRICT, a water district incorporated under the statute of Kentucky, with offices at 104 West Maple Street, Nicholasville, Kentucky, party of the second part;

W I T N E S S E T H: That WHEREAS, the City of Nicholasville supplies at wholesale water rates water to party of the second part for the purpose of resale;

WHEREAS, the party of the first part has a wholesale water contract with the SPEARS WATER DISTRICT/and likewise supplies water to SPEARS WATER COMPANY, INC., under the same terms and conditions of said contract; and

WHEREAS, it is the desire and intent of the parties hereto to modify and amend said contract;

NOW THEREFORE, in consideration of the above premises, it is hereby agreed as follows:

1. That there is a definite need to update, correct, adjust and improve the metering, billing, and maintance procedure with respect to all of the master meters that supply water from first party to party of the second part. There is a detailed list of items which are attached hereto and incorporated by reference and identified as Exhibit "A" which provide specifications and details of the areas that need to be updated and repaired. It is agreed between the parties, that the party of the second part shall furnish all of the material necessary to provide the repairs as enumerated in Exhibit "A" with party of the first part to provide

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all of the labor for same. Upon receipt of the materials the party of the first part will promptly proceed to diligently provide the labor and make said repairs.

2. It shall be the responsibility of the party of the first part to mail out it's billing to second party on the tenth (10th) day of each calander month of each year. Party of the second part shall pay party of the first part for water consumed within twenty (20) days after billing. The date of the reading of the master meters and the billing shall be on uniform days of each month, exclusive of holidays or Saturdays and Sundays. In the event that the second party fails to make payment when due, the party of the first part shall be entitled to impose a penalty of Ten percent (10%) on the amount billed and if default on the part of the second party in making payments should extend for more than thirty (30) days beyond the due date, the party of the first part may suspend service until the delinquent bill and/or bills have been paid, unless the continuation of service should be ordered by the Public Service Commission of the Commonwealth of Kentucky or by a Court of competent jurisdiction.

3. It is the understanding of the parties that in no way will the party of the first part be permitted to estimate it's bill, except in cases where it is impossible to get or obtain accurate readings. If such bill is estimated, the party of the first part shall furnish second party the method used to determine the gallons billed which must be agreeable to the second party. The party of the first part shall likewise provide written explanation to second party as to why the bill is estimated. If for any reason a master meter should be removed

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BY: *[Signature]*
FOR THE P.S.C.

from service by first party and the water permitted to be served through a by-pass, party of the second part shall be notified as to the date and time of removal and when it is restored for service. The interim period shall be subject to estimation in accordance with the aforesaid regulations.

4. First party shall be responsible for maintaining all master meters so that accurate readings may be obtained. It shall be first party's responsibility to inspect and test the meters at least once each calander year and when necessary to furnish all labor and parts to repair said master meters, however, if the parts required to repair any single master meter exceed Five Hundred Dollars (\$500.00) at the time the meter is being repaired, the second party agrees to pay for any and all materials in excess of Five Hundred Dollars (\$500.00) upon the presentation of an itemized bill.

5. In the event that party of the second part should desire to have any master meter tested before the end of any test year for any master meter, then the first party shall conduct a test of any meter or meters as so designated by second party. If the results of such test prove the meter to be operative and free from inaccuracy then the costs of such of test shall be borne entirely by second party. In the event the test should reveal unacceptable inaccuracies then the test cost for same shall be borne by the first party. It is understood that all test results shall be furnished to second party by first party promptly upon receipt of same.

6. This agreement in no way supersedes, deletes or replaces the original contract agreement between the first party and the Spears Water District, but is merely an addendum and is made for

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BY: *[Signature]*
FOR THE PUBLIC SERVICE

the purpose of expanding and more clearly expressing the intentions of the parties with respect the areas enumerated above.

Given under our hands in duplicate this 8th day of September, 1981.

CITY OF NICHOLASVILLE

BY: James C. Mason

SPEARS WATER COMPANY, INC.

BY: Elizabeth Underwood

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SEP 22 1984

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: James C. Mason
FOR THE PUBLIC SERVICE COMMISSION