

AMENDMENT TO WATER PURCHASE CONTRACT

This Amendment to Water Purchase Contract is made and entered into this the 3rd day of August, 1994, between the City of Versailles, Kentucky, hereinafter referred to as the "City", and North East Woodford County Water District, a body corporate hereinafter referred to as the "District", ^{PUBLIC SERVICE COMMISSION} ^{OF KENTUCKY} ^{EFFECTIVE}

AUG 26 1994

W I T N E S S E T H

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

WHEREAS, the City and the District entered into a Water Purchase Contract for the sale and purchase of water which Contract is dated May 17, 1966; and

WHEREAS, the parties hereto desire to amend certain provisions of such Water Purchase Contract; and

WHEREAS, by resolution on the 2nd. day of August, 1994, by the Council of the City, the Amendment of the Water Purchase Contract in accordance with the provisions of said resolution was approved, and the execution of this Amendment to Water Purchase Contract carrying out said resolution by the Mayor, and attested by the City Clerk, was duly authorized; and

WHEREAS, by resolution of the Board of Commissioners, of the District, and acted on the 26th day of July, 1994, the Amendment to the Water Purchase Contract in accordance

with the terms set forth in said resolution was approved, and the execution of the Amendment to Water Purchase Contract by the Chairman, and attested by the Secretary, was duly authorized;

NOW, THEREFORE, in consideration of the foregoing in the mutual agreements hereinafter set forth;

It is agreed between the City and the District as follows:

1. That Paragraph 1., Page 2, of the Water Purchase Contract dated May 17, 1966, is hereby amended to provide that the quantity of water furnished to the District shall not exceed 15,000,000 gallons per month, if available.

2. Pursuant to Paragraph 1., Page 5, of the Water Purchase Contract dated May 17, 1966, the Water Purchase Contract is hereby extended for a period of thirty (30) years from the termination date as set forth in the Water Purchase Contract.

3. Except as expressly amended herein all of the terms in the Water Purchase Contract dated May 17, 1966, shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto, acting under authority of their respective governing bodies have caused this Amendment to Water Purchase Contract to be duly executed in duplicate counterparts, each of which shall constitute an original.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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CITY OF VERSAILLES

BY: Charles R. Reed
CHARLES REED, MAYOR

ATTEST:

Leata B. Buggin
CITY CLERK

NORTH EAST WOODFORD COUNTY
WATER DISTRICT

BY: John Steele Davis
JOHN STEELE DAVIS, CHAIRMAN

ATTEST:

John R. Kettinger
SECRETARY
Cl:verwater

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