

copy

THIS AGREEMENT made and entered into this the 27 day of May, 1997, by and between Muhlenberg County Water District, Dean Drive, Greenville, Kentucky, PARTY OF THE FIRST PART; and City of Drakesboro, City Hall, Drakesboro, Kentucky, PARTY OF THE SECOND PART, both bodies politic.

W I T N E S S E T H

WHEREAS, Parties of the First and Second Parties entered into a water purchase agreement for a term of forty years which began on or about October 27, 1967, with amendments thereto from time to time;

WHEREAS, the parties desire to extend the term of said agreement in order to comply with loan requirements for upgrading of water line services in the City of Drakesboro, by the Second Party.

NOW, THEREFORE, in consideration of the premises, the parties hereto do covenant, contract and agree each with the other as follows:

1. The present contract of October 27, 1967, for the term of 40 years is scheduled to expire on or about October, 2007. By this agreement it is agreed that the Muhlenberg County Water District shall supply water to the City of Drakesboro for a term of an additional 40 years beginning at the expiration of the present term and extending to October, 2047.

2. The City of Drakesboro shall pay such rates as shall be required from time to time by the Party of the First Part as shall be established by the Public Service Commission of the Commonwealth of Kentucky or such other agency that may have jurisdiction to establish rates for the First Party from time to time.

3. It is understood and agreed that the quantity of water to be supplied to the Party of the Second Part by the First Parties is not being changed by the virtue of this extension and the quantity of water being supplied shall be as established by the prior agreement as amended from time to time.

4. The parties to this agreement understand that the Muhlenberg County Water District may because of growing demand in

RECEIVED  
3/27/2019  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

... establish a new water distribution plant on its own or in conjunction with other political bodies at some point in the future to meet needs of Muhlenberg County citizens. It is understood by the Party of the Second Part that in the event that such occurs, this agreement must be modified in order to make appropriate arrangements for the supply of water from the new entity which may be created by virtue of such water needs in the county. Such, however, will not result in any diminishment of the term of this contract.

5. Except as modified hereby, the parties hereto do ratify the terms and provisions of the agreement of October 27, 1967, as amended from time to time.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto this date herein first above written.

MUHLENBERG COUNTY WATER DISTRICT

BY: Joe Holland  
JOE HOLLAND, CHAIRMAN

ATTEST:  
Jimmy Spurlin  
JIMMY SPURLIN, SECRETARY

CITY OF DRAKESBORO, KENTUCKY

BY: Neal Litton  
NEAL LITTON, MAYOR

ATTEST:  
Mitchell Phelps  
CLERK  
CITY OF DRAKESBORO

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

t:5/27ad

RECEIVED  
3/27/2019  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY