

289 day of November, 1973, by and between the Ohio County Water District, a water district created under and existing by virtue of the provisions of Chapter 74 of the Kentucky Revised Statutes, situated entirely in Ohio County, Kentucky, hereinafter referred to as "DISTRICT", and the City of Beaver Dam, Kentucky, a Municipality of the fifth class, situated in Ohio County, Kentucky, hereinafter referred to as "CITY".

W I T N E S S E T H :

WHEREAS, that on or about the 4th day of May, 1965, the DISTRICT and the CITY entered into a water service contract, and WHEREAS, pursuant to the aforesaid contract the DISTRICT agreed to furnish the CITY an unlimited volume of treated water, and the CITY agreed to satisfy its entire municipal water needs from water purchased from the DISTRICT, and

WHEREAS, it is the mutual desire of the parties herein that this contract be amended, and that the CITY be permitted to satisfy a portion of its municipal water needs through the use of its standby water facility (wells).

NOW THEREFORE, parties hereto covenant and agree as follows:

1.

It is mutually agreed that Sections 5 and 6 of the original contract between the DISTRICT and the CITY are to be deleted in full, and hereinafter to read as follows:

Section 5. It is hereby expressly covenanted and agreed that during the term of this contract for water ~~service, the City of Beaver Dam, Kentucky, shall be~~ permitted to use its wells to the fullest extent in satisfying any part of its municipal water needs. Provided, however, that during the completion of the term of this contract for water service, the City shall satisfy the remainder of its municipal water needs from the District, and that said City shall not or will not operate any other waterworks system, other than aforementioned in competition with the District, nor seek to

retain additional standby water facilities for emergency purposes only in the event of a failure of the District system, but shall not use the same for purposes of satisfying any part of its municipal water needs except in event of emergency as hereinabove specifically defined.

in the event of such action being taken, the City shall thereupon have the right to obtain potable water for its citizens and inhabitants through reactivation of its additional standby facilities, or by using the facilities of others, until such time as the District's water facilities are again capable of providing adequate water service to the City, at which time it shall be the duty of the City to terminate such alternate water provision, except that the City be permitted to continue to use that water being supplied from its wells, and further, that the City immediately reopen the incoming and outgoing meters and continue to carry out and perform its duties to the District pursuant to this contract.

2.

It being the understanding of both parties hereto that all other terms and conditions of the contract entered into by said parties on the 4th day of May, 1965, other than those deleted and ~~deleted hereby~~ are and shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have hereunto caused their names to be affixed as heretofore duly authorized.

CITY OF BEAVER DAM, KENTUCKY

By:


C. B. Embrey, Jr., Mayor

ATTEST:


Frances Stevens, City Clerk

OHIO COUNTY WATER DISTRICT

By:


Chairman

ATTEST:


Secretary

STATE OF KENTUCKY

SS:

COUNTY OF OHIO

I, WENDELL SPELKER, a Notary Public, in and for the County and State aforesaid, do hereby certify that the foregoing Instrument of Writing was this day produced to me in my said County and State, by C. B. Embry, Jr. as Mayor, and Frances Stevens as City Clerk, of the City of Beaver Dam, Kentucky, a party thereto, being both personally known to me and personally known by me to be such officers, and to be the same persons who executed as such officers the within and foregoing instrument of writing, and such persons duly acknowledged the execution of the same to be their voluntary act and deed as such officers of said City of Beaver Dam, Kentucky, and the official act and deed of said City of Beaver Dam, Kentucky, by and through them as its duly authorized officers.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 28 day of November, 1973.

Wendell Spencer
NOTARY PUBLIC

My Com. Expires: 18 May 1975.

STATE OF KENTUCKY

SS:

COUNTY OF OHIO

I, Anna Stewart, a Notary Public, in and for the County and State aforesaid, do hereby certify that the foregoing Instrument of Writing was this day produced to me in my said County and State, by Charles S. Allen as Chairman, and Mavis Johnson as Secretary of the Ohio County Water District, a Water District situated in Ohio County, Kentucky, a party thereto, being both personally known to me and personally known by me to be such officers and to be the same persons who executed as such officers, respectively, the within and foregoing Instrument of Writing, and such persons duly acknowledged the execution of the same to be their voluntary act and deed as such officers of said Ohio County Water District and the official act and deed of said Ohio County Water District and through them as its duly authorized officers.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 28 day of November, 1973.

Anna Stewart
NOTARY PUBLIC

My Com. Expires: 9-29-74.