

AGREEMENT

This Agreement made this 16th day of August, 1990 by and between RATTLESNAKE RIDGE WATER DISTRICT hereinafter referred to as RRWD and THE CITY OF GRAYSON hereinafter referred to as CITY.

RECEIVED

WHEREAS, CITY and RRWD desire to resolve certain issues and conflicts between the two parties; and

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WHEREAS, they have come to terms regarding this dispute:

WITNESSTH:

1. CITY will charge and RRWD will pay, for the next two (2) years, beginning with the September 1990 billing the rate of \$1.10 per thousand gallons of water in excess of one hundred thousand (100,000) gallons. This is intended to amend Section B, 1c of the Contract and Agreement entered into between the CITY and RRWD on August 12, 1983.

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2. CITY will correct the billing to RRWD beginning with the September 1990 billing to show one minimum bill of \$134.70 for the first one hundred thousand (100,000) gallons. There will not be a minimum bill per water meter. Any overbilling which has accrued from 8-12-83 to 9-1-90 is hereby forgiven and absolved by RRWD.

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PURSUANT TO 807 KAR 5.011, SECTION 9 (1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

3. Section C.1, Terms of Contract, is hereby amended regarding the forty (40) year term of contract, which commenced on the date of initial delivery of water by the CITY to RRWD; it is hereby extended to a term of forty (40) years from the date of the sale of the bond issue which is anticipated to occur in the fall of 1990 or the winter of 1991; and the term of the contract is hereby amended to provide for a water purchase contract for a forty (40) year term from the date of the sale of those bonds, which is the minimum term required by FmHA, and thereafter may be renewed or extended for such term as may be mutually agreed upon between the CITY and RRWD.

IN WITNESS WHEREOF, the parties hereto, acting under their authority of their respective governing bodies, have called this contract to be duly executed in six (6) counter parts, each of which shall constitute an original.

RATTLESNAKE RIDGE WATER DISTRICT

BY: Bill Gilbert
BILL GILBERT, Chairman

Attest:

Larry Carroll
LARRY CARROLL, Secretary

CITY OF GRAYSON, KENTUCKY

BY: Charles C. Lewis - Mayor
CHARLES LEWIS, Mayor

Attest:

Martha LeMaster
MARTHA LEMASTER, Clerk

This contract is approved on behalf of the Farmer's Home and Administration this 22nd day of October, 1990.

By: Robert W. Letter

Title: Chief, Community & Business Programs

THIS INSTRUMENT PREPARED BY:

DeLores H. Woods
DELORES H. WOODS
Attorney at Law
P.O. Box 848
Grayson, Kentucky 41143

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SEP 22 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Jonathan C. Neal
FOR THE PUBLIC SERVICE COMMISSION