

WATER PURCHASE CONTRACT
AMENDMENT SEP 29 1994

This CONTRACT AMENDMENT made and entered into ^{PURSUANT TO 807 KAR 5011,} ~~AS OF~~ ^{REASON 94)} the 12TH day of December, 1983 by and between the MT. STERLING WATER & SEWER COMMISSION for the City of Mt. Sterling, Kentucky, P. O. Box 392, Mt. Sterling, Kentucky 40353, hereinafter referred to as the "Seller" and the REID VILLAGE WATER DISTRICT, P. O. Box 610, Mt. Sterling, Kentucky 40353, hereinafter referred to as the "Purchaser", WITNESSETH:

WHEREAS, Seller is presently supplying and selling to Purchaser, and Purchaser is acquiring and purchasing from Seller, potable treated water meeting applicable purity standards of the Kentucky Department of Health, Etc., pursuant to a Water Purchase Contract between the City of Mt. Sterling, Kentucky and Reid Village Water District dated July 8, 1975; and

WHEREAS, said Water Purchase Contract provided that the water to be supplied to Purchaser, under said Water Purchase Contract dated July 8, 1975, was to be sold and supplied to Purchaser for only water user customers of Purchaser within the then existing geographic boundaries of Seller, as described in the Order of the Montgomery County Court creating Seller; and

WHEREAS, Purchaser now wishes to add additional limited territory to its geographic boundaries and sell and supply water to water user customers within said additional geographic area; and

WHEREAS, Seller has agreed to supply and sell to Purchaser, water to be supplied and sold by Purchaser to water user customers within the additional area and it is necessary that the existing Water Purchase Contract between Seller and Purchaser be amended to provide for same.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereinafter contained, it is agreed that the Water Purchase Contract between the City of Mt. Sterling, Kentucky, and Reid Village Water District dated July 8, 1975 is amended by providing that the Seller agrees to furnish, and sell to Purchaser, potable treated water meeting the applicable purity standards of the Kentucky State Department of Health, etc., without restrictions as to quantity, to be resold by Purchaser to water user customers in the following geographic area, which is in addition to the existing geographic boundaries of Purchaser currently being supplied by Purchaser under said Water Purchase Contract, said additional area being more particularly described, to-wit:

"That area which is described as being a strip of land extending 300' on each side of the Sewell Shop - Wades Mill Road in Montgomery County and Clark County, Kentucky (measured perpendicular from the present center line of said road) which strip begins at the Montgomery County - Clark County line on the Sewell Shop - Wades Mill Road (approximately 720 feet northwest of the intersection of said road and U.S. Highway 60) and extends northwardly with the center line of the Sewell Shop - Wades Mill Road to the intersection of the Sewell Shop - Wades Mill Road and the south right-of-way line of Interstate Highway 64".

Purchaser agrees to pay Seller for said additional water at the same rates as is currently being charged Purchaser by Seller on the date hereof or any modification of said rate schedule in the future by Seller applicable to the Water Purchase Contract between Seller and Purchaser, dated July 8, 1975.

Except to the extent herein amended and modified, the Water Purchase Contract between Seller and Purchaser dated July 8, 1975 is hereby confirmed and shall continue to remain in full force and effect according to its terms, provisions and conditions.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies have caused this Agreement of Contract Amended to be executed in one or more counterparts, each of which are considered an original, as of the day, month and year first hereinabove written.

SELLER:

MT. STERLING WATER & SEWER COMMISSION
Acting For The City of Mt. Sterling,
Kentucky

BY: O. C. Evans
O. C. EVANS, CHAIRMAN OF THE BOARD

ATTEST:

Jack Chandler

PURCHASER:

REID VILLAGE WATER DISTRICT

BY: James T. Hickey - Chairman
JAMES T. HICKEY, CHAIRMAN OF THE BOARD

ATTEST:

Charles F. Leech
SECRETARY CHARLES F. LEECH

*From HHA Concern
Leland R. King
Community & Business Program Dept
1-6-84*

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1994

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: James C. Neal
FOR THE PUBLIC SERVICE COMMISSION