

SUPPLEMENT TO AGREEMENT

THIS SUPPLEMENT TO AGREEMENT made and entered into on this the 18th day of June, 1974, by and between the BOWLING GREEN WATER, SEWER AND SANITATION COMMISSION, hereinafter referred to as Commission, and the WARREN COUNTY WATER DISTRICT (formerly NORTHSIDE WATER DISTRICT and WESTSIDE WATER DISTRICT), of Warren County, Kentucky, hereinafter referred to as District.

WHEREAS, the parties hereto entered into an original agreement on the 25th day of February, 1969, for the disposition and treatment of sewerage, and

WHEREAS, it is anticipated that a new industry will locate on property located south of Dishman Lane in an area near U. S. 31-W south of Bowling Green, and

WHEREAS, said industry and other customers in that area will need sanitary sewerage service in order to dispose of their domestic sewerage and industrial waste, and

WHEREAS, it is most feasible for the District to construct and service the sewer lines and mains to serve these customers, and

WHEREAS, in order for the District to serve these customers it will be necessary for the District to have an additional point of depositing the sewerage collected by the District's sanitary sewerage collection system with said point to be located on a sewerage main to be constructed by the Commission to property owned by the Bowling Green-Warren County Industrial Foundation near Dishman Lane with the exact location of such point to be hereinafter designated.

WHEREAS, by resolution enacted the 18th day of June, 1974, the Commissioners of the Commission authorize the acceptance of the District's additional combined domestic sewerage and industrial waste at said additional receiving point on Dishman Lane with all other provisions of the original contract dated February 25, 1969 to remain in force and effect and be complied with by the District, and

WHEREAS, by resolution of the Board of Commissioners of the District enacted the 18th day of June, 1974, the Commissioners of the District authorize this supplement to the original contract with all other

provisions of the original contract dated February 25, 1969 to remain in force and effect and be complied with by the District.

WITNESSETH: That for and in consideration of the mutual benefits to be derived by the parties hereto, it is agreed as follows:

(1) The Commission hereby contracts that it will accept for treatment and disposition from the Dishman Mill Lane point, the combined domestic sewerage and industrial waste collected by the District in the District's sanitary sewerage collection system in the Nashville Road area south of Dishman Lane in such quantity as the District may require not to exceed an annual average of five hundred thousand (500,000) gallons per day.

(2) The volume at the Northside meter and the proposed Dishman Lane meter shall not be combined for purposes of determining the rate to be charged the District under the original contract or this supplement, however, the rate applicable to the meter showing the larger volume shall apply to both meters in computing the total charges to the District.

(3) That the District shall at its expense construct a sanitary sewerage collection system to serve its customers in the area of U.S. Highway 31-W and Elrod Road south of Bowling Green and that the Commission will accept such sewerage for treatment and disposition on its main to be extended in the area of Dishman Mill Lane.

(4) The Commission will have its Dishman Mill Lane main extended and ready for the District to use by July 1, 1975.

(5) This "Supplement to Agreement" and the original contract dated February 25, 1969 insofar as it relates to the sewerage collection system to be constructed in an area south of Dishman Mill Lane near U.S. Highway 31-W is to be binding upon the parties for a period of forty five (45) years or such additional period of time as may be required to pay any bonded indebtedness incurred by the District during the first five years of this contract. The District is also granting an option to renew or extend this Supplement to Contract under the same terms and conditions for an additional twenty (2) year period provided at least two years written notice of the District's intention to exercise this option to extend is given to the Commission before

the expiration of the initial forty five year period. This "Supplement to Contract" and the original contract dated February 25, 1969 may be pledge or assigned by the District to secure revenue bonds for construction of sewerage facilities.

(6) That all the terms and conditions of the original agreement dated February 25, 1969 shall remain in force and effect as set out in said agreement and the provisions of this agreement are supplemental thereto.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed by its duly authorized officers on the day and year first above written.

BOWLING GREEN WATER-SEWER
AND SANITATION COMMISSION

BY: David E. Chesnut
Chairman

ATTEST:

James W. Williams
Secretary

WARREN COUNTY WATER DISTRICT

BY: Mason C. Jenkins
Chairman

ATTEST:

Billy Morris
Secretary