

ADDENDUM  
TO WATER PURCHASE CONTRACT

This Addendum for the sale and purchase of water is entered into this 11 th. day of November, 1980, between HARDIN COUNTY WATER DISTRICT #1, 409 West Lincoln Trail Boulevard, Radcliff, Kentucky, hereinafter referred to as the Seller and HARDIN COUNTY WATER DISTRICT #2, P.O.Box 66, Elizabethtown, Kentucky hereinafter referred to as the Purchaser.

WHEREAS, the parties hereto entered into a Water Purchase Contract dated October 20, 1977, and

WHEREAS, Item B-1 and Item C-3 provide for the rate of payment by Purchaser to Seller for water purchased, and

WHEREAS, each of the parties hereto have duly adopted a resolution authorizing the Seller to continue the Water Purchase Contract of October 20, 1977, upon its same terms and conditions except that the rate of payment for the water supplied shall be \$.50 per 1,000 gallons of water delivered under said contract and that Purchaser will pay \$.50 per 1,000 gallons of water, and

WHEREAS, this agreement is made pursuant to Section C-5 of the Water Purchase Contract of October 20, 1977;

NOW, THEREFORE, the parties hereto do agree as follows:

1. (Rates and Payment Date) To pay the Seller, not later than the 15th day of each month, for water delivered in accordance with the following schedule of rates:

- a. \$.50 for the first 100,000 gallons, which amount shall also be the minimum rate per month.
- b. \$.50 per 1,000 gallons for water in excess of 100,000 gallons but less than \_\_\_\_\_ gallons.
- c. \$.50 per 1,000 gallons for water in excess of 200,000 gallons.

Said rate is effective with the October 1979, billing.

2. (Water for Testing) When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonable close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at that time, at flat charge of \$.50 per 1,000 gallons which will be paid by the contractor or, on his failure to pay, by the Purchaser, effective upon the October, 1979, billing.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Addendum to be duly executed in two counterparts, each of which shall constitute as an original.

SELLER:

HARDIN COUNTY WATER DISTRICT #1

BY Burnett

Title: Chairman

ATTEST:

Secretary

PURCHASER:

HARDIN COUNTY WATER DISTRICT #2

BY Frazer Risco

Title: \_\_\_\_\_

ATTEST:

Secretary