

THIS ADDENDUM, made and entered into this 12 day of December, 1975, by and between

THE CITY OF BARDSTOWN, KENTUCKY, a municipality located in Nelson County, Kentucky, hereinafter called City, and

NORTH NELSON WATER DISTRICT, situated in Nelson County, Kentucky, hereinafter called District,

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

WITNESSETH:

SEP 22 1984

THAT WHEREAS, the parties to this Addendum are ~~the same~~ parties as set out in the contract styled "Water Purchase Contract" of date October 10, 1967, and by Addendum dated January 8, 1974, and whereas the City is now desirous of amending a portion of the terms contained in the original contract, which is agreeable to the District under the conditions specified by this addendum,

PURSUANT TO 807 KAR 5011,

BY: \_\_\_\_\_

NOW THEREFORE, for and in consideration of the covenants and agreements contained hereafter, the parties hereto agree and do hereby amend the paragraph and section of the aforementioned agreement by the including of a new paragraph and/or section and/or changing in whole and/or in parts the existing paragraph and section thereof, which contract shall from and after the effective date of changes herein, read as if contained in the original agreement and subsequent Addendum:

Item B of the Original Agreement reads as follows:

B. The District Agrees:

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

- a. \$3.25 for the first 3,000 gallons (or a like sum) as a minimum rate per month.
- b. Next 22,000 gal. @ \$0.50 per 1,000 gal.
- c. Next 25,000 gal. @ \$0.40 per 1,000 gal.
- d. All over 50,000 gal. @ \$0.35 per 1,000 gal.

This section is hereby amended to read:

B. The District Agrees:

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

- a. \$3.75 for the first 3,000 gallons (or a like sum) as a minimum rate per month.
- b. Next 22,000 gal. @ \$0.53 1/2 per 1,000 gal.
- c. Next 25,000 gal. @ \$0.43 1/2 per 1,000 gal.
- d. All over 50,000 gal. @ \$0.38 1/2 per 1,000 gal.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 22 1994

PURSUANT TO 807 KAR 5011,  
(SECTION 11)

BY: *[Signature]*  
FOR THE

The City Agrees:

1. That according to Paragraph A, Page 2, of the original agreement the City was to furnish to the District a quantity of water not to exceed 1,250,000 gallons per month or 15,000,000 gallons per year. This Paragraph was changed by the Addendum dated January 8, 1974, between the parties hereto wherein the City agreed, according to Paragraph No. 1, Page 1, of the Addendum, to furnish water to the District in such quantity as may be required by the District (not to exceed 4,000,000 gallons per month or 48,000,000 gallons per year).

2. Now as a further amendment to the original agreement and the first Addendum, the City agrees to furnish to the District a quantity of water not to exceed 6,000,000 gallons per month or 72,000,000 gallons per year.

3. All other terms and conditions of the original agreement which have not been amended by the Addendum of January 8, 1974, and the Addendum herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective government bodies have caused this Addendum to the Contract aforesaid to be duly executed in three counter parts, each of which shall constitute an original.

CITY OF BARDSTOWN, KENTUCKY

BY: *Edna M. Wes*  
Mayor

ATTEST:

*Joan B. Williams*  
City Clerk

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 22 1994

PURSUANT TO 207 KAR 5.011,  
SECTION 2(1)

BY: *Charles D. ...*  
NORTH NELSON WATER DISTRICT

BY: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

This contract is approved on behalf of the Farmers Home Administration  
this \_\_\_\_ day of \_\_\_\_\_, 197\_\_.

APPROVED AS TO FORM

*Robert Gray* 1/5/76  
City Attorney (Date)

*R. L. Keen* 1-6-76  
City Engineer (Date)

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