

THIS ADDENDUM, made and entered into this 31st day of August, 1998, 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".

WITNESSETH:

WHEREAS, the parties to this addendum are the same parties as set out in a certain agreement styled "Water Purchase Contract" of date October 10, 1967, and also a first addendum to said contract dated January 8, 1974, and a second addendum to said contract, dated December 12, 1975, and a third addendum to said contract dated March 1, 1978, and also a fourth addendum to said contract dated August 30, 1982, and also a fifth addendum to said contract dated December 1, 1984, and also a sixth addendum to said contract dated June 15, 1989, and also a seventh addendum to said contract dated January 1, 1991, and also a eighth addendum to said contract dated July 10, 1991, and also a ninth addendum to said contract dated November 12, 1991, whereas, the parties are now desirous of amending certain portions of the terms contained in the original contract and the addendums, which amended provisions are acceptable to both parties,

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 25 2001

NOW THEREFORE, for and in consideration of the Covenants and agreements hereinafter contained, the parties hereto agree and do hereby amend those paragraphs and sections of the aforementioned agreement by the inclusion of new paragraphs and/or sections and/or changing the whole and/or in parts existing paragraphs and sections thereof, which contract shall from and after the effective date of changes therein, read as if contained in the original agreement:

PURSUANT TO 807 KAR 5.011,
SECTION 9(1) of the
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Page 2. A. 1. The City Agrees

1. (Quality and Quantity) To furnish the District, at the points of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Kentucky Department for Natural Resources and Environmental Protection, Division of Water (or other cognizant agency) in the following maximum rates of flow and total amounts:

1.	Louisville Road	500 gallons/minute	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE FEB 25 2001 PURSUANT TO 807 KAR 5.011, SECTION 9 (1) By: <u>Stephan O. Bee</u> SECRETARY OF THE COMMISSION
2.	Ky. 1430 @ Ben Irvin	400 gallons/minute	
3.	Plum Run Road	50 gallons/minute	
4.	Murray's Run Road	200 gallons/minute	
	TOTAL	30,000,000	total gallons/month

2. (Pressure) The City will furnish water at a reasonably constant pressure not less than 30 lbs. per sq. in. from existing main supplies at the locations listed above. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failure of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake, or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

Page 3. B. 1. 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. \$7,500.00 for the first 6,000,000 gallons as a minimum rate per month.

b. All over 6,000,000 gallons at a rate of \$1.25 per thousand gallons per month.

Page 4, C. It is further mutually agreed between the City and District as follows:

1. (Term of contract) That this contract shall extend for a term of forty (40) years from date of this addendum, and thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the parties.

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

THE CITY OF BARDSTOWN, KENTUCKY

BY: Dr. Harry Spalding
Dr. Harry Spalding, Mayor

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

ATTEST:

Bobbe Blincoc, City Clerk

FEB 25 2001

PURSUANT TO 807 KAR 6:011,
SECTION 9 (1)

NORTH NELSON WATER DISTRICT
BY: Harry Austin
SECRETARY OF THE COMMISSION

Chairman

ATTEST:

Joseph J. Magee
Secretary

This addendum is approved on behalf of the Farmers Home Administration, this _____ day of _____, 19____.

BY: N/A
TITLE: _____