

**SECOND AMENDMENT TO WATER PURCHASE
CONTRACT OF FEBRUARY 6, 1984**

The Second Amendment to Water Purchase Contract of February 6, 1984, made and entered into by and between South Hopkins Water District, referred to therein as "Seller" and the City of Mortons Gap, Kentucky therein referred to as the "Purchaser".

WHEREAS, the parties entered into a contract for the sale and purchase of water on February 6, 1984;

WHEREAS, it is the desire and intention of the parties to continue their relationship as Seller and Purchaser;

NOW THEREFORE, the parties do hereby, and in consideration of the recitals hereinabove set forth, amend said contract as hereinafter set forth:

AMENDMENT

B. THE PURCHASER AGREES:

1. (Rates and Payment Date) To pay the Seller, not later than the 20th day of each month for water delivered in accordance with a rate schedule determined as follows:

a. The Sellers cost per 1000 gallons from their supplier, Dawson Springs City Water, as determined by annual audit report of a Certified Public Accountant employed by Dawson Springs City Water to determine the true operations and maintenance costs of water production. The audit period will cover a fiscal year (July 1 to June 30), PLUS amortization of supply facilities (\$0.12/m), PLUS additional pumping cost, PLUS 25%.

This rate will be billed the following year. Each year-end audit shall determine if the payments for the past year have been overpaid or underpaid. Overpayments shall be refunded or credited to the Purchasers next monthly billed charges. Underpayments shall be collected on the next payment date after the audit. This year-end procedure shall be repeated annually at the end of each operating (fiscal) year.

Except as amended hereby, the parties' contract of February 6, 1984 and First Amendment dated August 15, 2001 is hereby reaffirmed.


**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/23/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

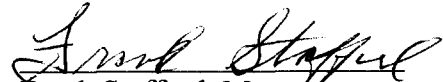
Executed on this 18 day of January, 2005.

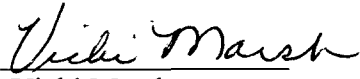
SOUTH HOPKINS WATER DISTRICT
Seller


Edwin Martin, Chairman

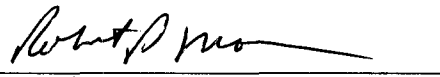
Attest: 
Ruby W. Poe
Secretary/Treasurer

CITY OF MORTONS GAP
Purchaser


Frank Stafford, Mayor

Attest: 
Vicki Marsh
Clerk

Prepared By:


Robert P. Moore
Attorney at Law
25 E. Center St.
Courthouse Annex
Madisonville, KY 42431
(270) 821-3164

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By 
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