

THIS REVISED CONTRACT made and entered into this 4<sup>th</sup>  
day of JUNE 1962 by and between the BRACKEN COUNTY WATER DISTRICT  
NO. 1 COMMISSION, hereinafter called the district, and the BOARD OF  
TRUSTEES OF THE CITY OF BROOKSVILLE, hereinafter called the city, all  
of Bracken County, Kentucky,

W I T N E S S E T H

THAT the parties agree as follows:

1. The city agrees to pay a connection fee to the district of Two Thousand Dollars (\$2,000). The district acknowledges that Two Hundred Dollars (\$200) of said sum has been paid. The balance of One Thousand Eight Hundred Dollars (\$1,800) is to be paid the district by the city when the contract for construction is awarded, said contract being a contract by which the district authorizes the construction of a water system, which as part of its operation is designed to transport water from a well located on the Ohio River to the meter described in paragraph 2 which follows:

2. The city agrees to buy water from the district at the Brooksville city limits on Kentucky Highway 10.

The city will have the duty of constructing the line from the point of purchase for its use and the district will have no responsibility beyond the meter.

The city agrees that the district may reacquire water from the city at a point designated by the district on any city owned line or lines in order to serve district customers outside the area presently served by the city. The district shall, in such event, install, own and maintain meters at the point of reacquisition from the city and shall deduct the total monthly readings of all such reacquisition meters from the reading of the master meter located at the point of sale to the city by the district in order to determine the amount of water sold monthly to the city for billing purposes.

however, the city shall continue to maintain and operate and may expand from time to time as it sees fit the present system owned by it and located within the city limits of the City of Brooksville.

The district agrees to pay for, install, own and maintain a four inch compound meter of standard make at the said point of sale to the city by the district.

In the event the district reacquires water from the city as above set out, the district shall pay for, furnish, install and maintain the meters through which said water is reacquired by the district and said meters shall be, at the district's option, and same to be from time to time changed and replaced by a meter of different size at the district's option, two inch, three inch or four inch disk type meters.

3. The city will pay per month Fifty (50¢) Cents per thousand gallons for the first 600,000 gallons used and Forty (40¢) Cents per thousand gallons for additional use above this minimum. This is the original rate. The parties agree that any change in rate enacted by the district will apply to every customer of the district including the said city pro-rata on a percentage basis, whether said rate is raised or lowered.

A minimum monthly water bill of Three Hundred (\$300) Dollars per month from the time district water is first available to the city shall apply and the city shall pay each monthly water bill on or before the 10th day of each month for the preceding month's usage. Said minimum monthly water bill shall not apply when all of the bonds have been retired on a bond issue to construct the district's water system, and this shall apply only to bonds dated some date in 1962.

4. The district may use the Two Hundred (\$200) Dollars down payment on the connection fee for preliminary expense. The district must refund in full any part of the One Thousand Eight Hundred (\$1,800) Dollars balance paid in the event the contract for construction referred to in paragraph 1 is not awarded. In the event the contract for construc-

tion referred to in paragraph 1 is not awarded the district shall so notify the city and the city shall have no right whatever under this contract except to the said One Thousand Eight Hundred (\$1,800) Dollars if so paid the district.

5. The city agrees not to sell water to any new customer outside the city limits of Brooksville.

6. The obligation of the seller to supply water hereunder is further limited by the understanding that the seller shall only be required to use reasonable care and diligence in the operation and maintenance of its existing system to prevent and avoid interruptions and fluctuations in the supply, and that it cannot and does not guarantee that such interruptions and fluctuations will not occur, or that because of emergencies due to breaks, leaks, defects or necessary repairs to its facilities, or the normal demand on its system, or fire, strikes, acts of God or other causes there may not be periods during which the supply may be curtailed or interrupted.

It is understood and agreed that the district has no duty whatever to furnish any particular pressure at the point of service to the city.

The district may terminate service to the city if it fails to pay a water bill when Thirty(30) days past due.

7. The city will reimburse the district for pipe line construction for it by the district immediately upon being billed at the following unit prices:

8" cast iron pipe	\$	\$3.50 per L. F.
8" asb.-cem. pipe	\$	\$9.00 per L. F.
6" cast iron pipe	\$	2.35 per L. F.
6" asb.-cem. pipe	\$	2.00 per L. F.
Cast iron pipe ftgs.	\$	0.20 per lb.
6" fire hydrants	\$	185.00 each
Blacktop replacement	\$	17.00 per ton
Crushed stone	\$	3.50 per ton
1-1/2" meter	\$	200.00

The District can notify the city in writing if and when these prices are revised.

Deletion of paragraph 8 agreed  
William B. Wallin Mayor,  
J. K. Nelson Chairman.

~~8. The City of Brooksville hereby gives its consent  
pursuant to Ordinance No. 14.14.14 to give its territory included in the boundaries  
of the area of the water district No. 1 for purpose of water distri-  
bution only. The City of Brooksville hereby gives a twenty  
year franchise from the date hereof to Bracken County Water District No.  
1 to distribute water in said city. But the district agrees not to  
assess property in present City of Brooksville to finance the said pro-  
ject.~~

9. This agreement signed by a Commissioner of the said dis-  
trict pursuant to resolution of the district commission and by a trustee  
of Brooksville, Kentucky, pursuant to ordinance of the Board of Trustees  
of said city.

BRACKEN COUNTY WATER DISTRICT NO. 1  
COMMISSION

ATTEST:

Harold D. Collins

by J. K. Nelson  
J. K. Nelson, Chairman  
Board of Commissioners

BOARD OF TRUSTEES OF BROOKSVILLE,  
KENTUCKY

ATTEST:

Colin Woodward

by William B. Wallin  
William B. Wallin, Chairman  
Brooksville, Kentucky