

AMENDMENT TO CONTRACT FOR WATER SERVICE

THIS AMENDMENT TO CONTRACT WATER SERVICE, made and entered into as of this 18th day of July, 2015, by and between the OHIO COUNTY WATER DISTRICT, a Water District created under and existing by virtue of the provisions Chapter 74 of the Kentucky Revised Statutes, hereinafter referred to as the "District", and the CITY OF FORDSVILLE, a municipal corporation of the "Home Rule" classification, acting by and through its City Commission, hereinafter referred to as "City";

RECITALS:

WHEREAS, the "District" under "Contract For Water Service" dated of January 27, 2003, hereafter "Contract", agreed to provide the "City" and the "City" agreed to purchase from the District its total daily water requirements; and,

WHEREAS, the "City" has initiated a project for the improvement of its water and sewer systems which will be partially financed by "City Of Fordsville Water And Sewer Revenue Bonds, Series 2015" in the principal amount of \$509,000.00, which loan, as well as a grant of \$774,000.00, is being made to the "City" by the USDA through its Rural Development Agency; and,

WHEREAS, the "City" has been required by Rural Development to update and amend the 2003 "Contract" between the "City" and the "District";

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NOW THEREFORE, in consideration of all of the foregoing and the various representations, covenants and undertakings hereinabove and hereafter contained, the parties hereby specifically agree and covenant each with the other as follows:

SECTION 1: That the Section 2 of the “Contract” between the “District” and the “City” shall be amended and updated to extend the term of the “Contract”, initially set at 40 years, to provide that the “Contract” term shall extend to the date of August 1, 2055.

SECTION 2: That the said 2003 “Contract” shall be further amended as follows:

(A) Section 5 shall be amended, first sentence, to read: “The master meter as hereinabove particularly described in Section 3 is to be maintained by the “District” and shall be tested by the “District” at least once each year.”

(B) Section 4 shall be amended, by the addition of the following clause: “In the event of an extended shortage of water, or if the supply of water available to the “District” is otherwise diminished over an extended period of time, the supply of water to the “City” shall be reduced or diminished in the same proportion as the supply to the “District’s” other wholesale customers is reduced or diminished. The “City” also agrees to take such steps as my reasonably necessary to curtail water usage within its system in response to a shortage of water.”

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SECTION 3: All other Sections, terms, conditions and provisions as set out in the "Contract" between the "District" and the "City" under date of January 27, 2003, shall be and are now reaffirmed as valid and fully enforceable.

IN TESTIMONY WHEREOF, the parties have hereunto caused their name to be affixed to duplicate originals hereof as herebefore duly authorized.

OHIO COUNTY WATER DISTRICT

BY: Ben Everly
Ben Everly, Chairman

ATTEST:

Dwayne Johnson
Dwayne Johnson, Secretary

CITY OF FORDSVILLE

BY: Beatrice Joan Edge
Beatrice Joan Edge, Mayor

ATTEST:

April Shroader
April Shroader, City Clerk

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