

Second Amendment to Water Purchase Contract

THIS AMENDMENT to that certain Water Purchase Contract dated June 14th, 2004, by and between the **City of Lawrenceburg**, 100 North Main Street, Lawrenceburg, Kentucky 40342, hereinafter referred to as "Seller," and the South Anderson Water District, Post Office Box 16, Lawrenceburg, Kentucky 40342, hereinafter referred to as "Purchaser," is entered into on this the 9th day of June, 2009.

WITNESSETH:

WHEREAS, on March 22, 1974, the parties hereto entered into a water purchase contract providing for the purchase and provision of water and setting forth certain terms and conditions of said purchase; and,

WHEREAS, the contract dated March 22, 1974 was amended by the agreement of the parties on September 4th, 1979, September 8th, 1986, May 31st, 1991, November 9th, 1992 and on March 13th, 2000; and,

WHEREAS, the parties hereto entered into a further "Water Purchase Contract" dated June 14th, 2004, in furtherance of a Resolution passed by the Board of Council of the City of Lawrenceburg of even date which set forth the terms and conditions governing the parties relative to the sale and purchase of treated water; and,

WHEREAS, the contract dated June 14th, 2004 was amended by agreement of the parties dated January 19th, 2006; and,

WHEREAS, the parties hereto wish to confirm and ratify each and every word, term, phrase and figure set forth in the contract dated June 14th, 2004, as Amended and altered by the PSC, save and except the presently current rate paid for water per gallon; and,

WHEREAS, that by Resolution of the Board of Council for the City of Lawrenceburg, dated June 8th, 2009, authorizing Mayor Edwinna Baker to execute this Second Amendment and further by Resolution of the Board of Commissioners of the South Anderson Water District, dated June 9th, 2009, authorizing the Chairman of said Board to execute this Second Amendment, the parties hereto do covenant, contract, agree and bind themselves to those terms and conditions set forth and specifically referred to herein.

NOW FOR AND IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROMISES SET FORTH HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all parties, the parties do covenant and agree as follows:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/13/2009
PURSUANT TO BOT KAP 5-011
SECTION 9 (1)

By Jeff D. Brown
Executive Director

Exhibit "A" to Resolution of City Council, 2009-06

I. The Seller and Purchaser agree that each and every word, term, phrase and figure set forth in the contract dated June 14th, 2004 and as Amended and subject only to the ruling of the Public Service Commission in Case No. 2006-00067, is hereby ratified and confirmed, save and except as hereinafter specifically set forth.

II.

B. THE PURCHASER AGREES:

1. (Rates and Payment Date)

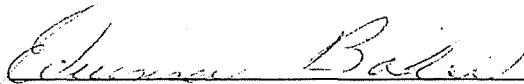
To pay the Seller, not later than the 28th day of each month following the billing date of each month, for water delivered in accordance with the following schedule of rates:

a. 2.49 per 1,000 gallons for the first eight (8) million gallons, which amount shall be also the minimum rate per month.

b. \$2.34 per 1,000 gallons for water in excess of eight (8) million gallons.

IN WITNESS HEREOF, the parties herein, acting under the authority and direction of their respective governing bodies, have caused this Second Amendment to Water Purchase Contract to be duly executed in duplicate counterparts, each of which shall serve as and constitute an original.

The City of Lawrenceburg



BY: Edwinna Baker, Mayor
(Seller)

Attest:



Robbie Hume, City Clerk

South Anderson Water District



BY: Eddie Steves, Chairman
(Purchaser)

Attest:

