

AMENDMENT OF WATER PURCHASE CONTRACT

This Amendment shall apply to the parties' contract and agreement for the sale and purchase of water as entered into as of the 28th day of February, 20 11, between the City of Somerset, Kentucky, hereinafter referred to as the "Seller", and the Western Pulaski County Water District (WPCWD), hereinafter referred to as the "Purchaser", a copy attached hereto and incorporated in full by reference;

WITNESSETH:

Whereas, the Purchaser is organized and established under the provision of the Kentucky Revised Statutes, for purpose of construction and/or operation of a water supply distribution system serving water users within the area described below and, to accomplish this purpose, the Purchaser will require a service of treated water, and that the City of Somerset herein agrees that it is in the best interests of the Purchaser to provide water to the described area by purchasing treated water from another source, specifically from Russell County, in order to greatly minimize cost and time required to provide water to consumers located in said area; and

Whereas, the Seller owns and operates a water supply distribution system organized and established under the provisions of the Kentucky Revised Statutes, and although having a capacity currently capable of serving the additional customers of the area subject to this amendment, but agreeing that it is in the best interest of the Purchaser to provide water to the described area by purchasing treated water from another source, specifically from Russell County, in order to greatly minimize cost and time required to provide water to consumers located in said area;

Now therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth, and as set forth in the original *Water Purchase Agreement* referred to above, the Seller herein agrees to grant an *exception* to the original contract mandate regarding source of water for purchase by WPCWD, specifically Section B, Part 3 which states as follows:

3. **(Source of Water)** That the Seller shall be the exclusive source of water.

I. Mutual Agreement

This exception to the source of water requirement is mutually agreed upon between the Seller and the Purchaser as reflected in this writing pursuant to Section 4. "Modification of Contract" contained in the original Water Purchase Agreement referred to above.

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II. Exception

The exception shall allow the Purchaser, WPCWD, to purchase water from Russell County in order to serve the current and future consumers located in the area described as follows: **The Brown Ridge community, located in the extreme western portion of Pulaski County. The Brown Ridge community is part of the existing WPCWD service area.**

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this Amendment to the Water Purchase Agreement to be duly executed.

Seller:

City of Somerset

By: 

Title: Mayor of City of Somerset

Attest:

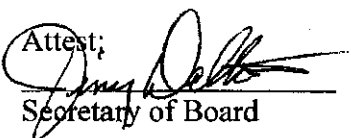

City Clerk

Purchaser:

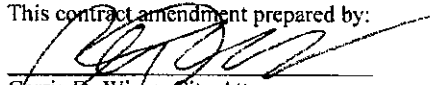
By: 

Title: Chairman, WPCWD Board

Attest:


Secretary of Board

This contract amendment prepared by:


Carrie D. Wiese, City Attorney
City of Somerset
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Somerset, KY 42501
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