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THIS CONTRACT and AGREEMENT,

PUBLIC SERVICE  
COMMISSION

made and entered into on this the 11 day of May, 1992, by and between THE CITY OF LAWRENCEBURG, a municipal corporation of the fourth class, located in Anderson County, Kentucky, hereinafter known and referred to for convenience as "City", and THE STRINGTOWN WATER DISTRICT, located immediately south of Lawrenceburg, in Anderson County, Kentucky, hereinafter called for convenience, "District".

W I T N E S S E T H:

For and in consideration of the premises, the mutual covenants and conditions herein contained, it is agreed and understood by and between the parties hereto as follows:

1. The City agrees to furnish the District treated water through a meter or meters acceptable to said City, said meter or meters to be furnished and maintained by the District, and to be located along U.S. Highway 127 Business, also known as Harrodsburg Road, immediately south of the corporate limits of the City of Lawrenceburg, in Anderson County, Kentucky, which meter or meters may be inspected and tested by the representatives of the City at any and all times.

2. The obligation of the City to supply water as mentioned in Paragraph 1 above is conditioned upon the understanding that the City 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, 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 fires, strikes, acts of God, or other causes, there may be periods during which the supply may be curtailed or interrupted.

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PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: *Antonia C. [Signature]*

3. The District agrees to pay to the City for said water, the prevailing rates charged similar water districts from time to time, it being further agreed that no increase in rates will be made to said District unless such increase in rates shall be uniformly applied to all customers of the City, and in the event of a rate increase, the City agrees that the increased rate to the District will remain in the same proportion that the present rate to the District bears to the local subscribers of the City.

4. The City made and entered into a contract with the District during the month of December, 1950, by the terms of which contract, the City agreed to furnish water to said District for a period of twenty years, which contract was to begin as of the date the City first furnished water to said District. It is understood that the City first furnished water to said District during the month of June, 1951, and that the contract aforementioned would expire during the month of June, 1971. It is further understood that on June 1, 1967, the parties hereto made and entered into a contract to sell and purchase water during the time period from June 1, 1971, to June 1, 1991. It is now agreed and understood by and between the parties hereto that this Contract shall be for a duration or term of twenty years retroactively, beginning June 1, 1991, and terminating on May 31, 2011, subject to all the terms and conditions herein expressed.

5. The City, under this Agreement or any other agreement, has and assumes no obligation to furnish satisfactory pressure for District use, it being understood that the District has the duty to furnish its own pressure above that available from the City at the time service is commenced.

6. The District covenants and agrees to save and hold harmless the City from any and all liability resulting from any and all negligence or wrongful acts of the District, its officers, agents or employees.

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7. The District shall abide by standard City rules as to penalties for delinquent payments of monthly water charges.

IN TESTIMONY WHEREOF, WITNESS the name and seal of the City of Lawrenceburg, affixed hereunto by and through its Mayor, Kenneth Hoskins, and its Clerk, Edwina Baker, pursuant to authority granted said Mayor and Clerk by Resolution appearing in the Minutes of the Board of Council of the City of Lawrenceburg in regular meeting assembled on May 11, 1992, and WITNESS the name of the Stringtown Water District, affixed hereunto by and through its Chairman, Ambrose Stratton, and its Secretary, Jackie Searcy, pursuant to authority contained in a Resolution adopted by said Commissioners of the Stringtown Water District, to multiple copies hereof, each of which shall have the same force and effect as the original, on this the day and year first above written.

CITY OF LAWRENCEBURG

By: Kenneth P. Hoskins  
Kenneth Hoskins  
Mayor

ATTEST:

Edwina Baker  
Edwina Baker  
Clerk

STRINGTOWN WATER DISTRICT

By: Ambrose Stratton  
Ambrose Stratton  
Chairman

ATTEST:

Jackie D. Searcy  
Jackie Searcy  
Secretary

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SECTION 9 (1)

BY: Robert C. [Signature]