

Current Agreement

9/26/88

P.E.

SEP 27 1988

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P.S.C. RATES & RESEARCH DIV.

WATER PURCHASE CONTRACT AMENDMENT

This CONTRACT AMENDMENT (the "Agreement") made and entered into this 26 day of September, 1988 by and between THE MT. STERLING WATER & SEWER COMMISSION, an agency of the City of Mt. Sterling, Kentucky, P. O. Box 392, Mt. Sterling, Kentucky 40353, hereinafter referred to as the "Seller" and CITY OF JEFFERSONVILLE, KENTUCKY, a Kentucky municipal corporation of the sixth class, City Hall, Jeffersonville, Kentucky 40337, hereinafter referred to as the "Purchaser", WITNESSETH:

WHEREAS, Seller is presently supplying and selling to Purchaser, and the Purchaser is acquiring and purchasing Seller, potable treated water, pursuant to a Water Purchase Contract between the City of Mt. Sterling, Kentucky and the City of Jeffersonville, Kentucky dated May 13, 1969, hereinafter referred to as the "Contract"; and

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PURSUANT TO 807 KAR 5.011, SECTION 9(1)

BY: Jordan C. Neal FOR THE PUBLIC SERVICE COMMISSION

WHEREAS, said Contract provides that the quantity of water to be sold and supplied to Purchaser by Seller shall not exceed the total amount of 5,000,000 gallons per calendar month; and

WHEREAS, the Purchaser now wishes to purchase and be supplied in excess of 5,000,000 gallons of water per calendar month under the Contract and Seller has agreed to supply and sell to Purchaser up to 6,250,000 gallons of water per calendar month and it is necessary that the existing Contract be amended and Seller and Purchaser be amended to provide for same.

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NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties, it follows:

PURSUANT TO 807 KAR 5.011, SECTION 9(1)

BY: Jordan C. Neal FOR THE PUBLIC SERVICE COMMISSION

1. It is agreed that the Water Purchase Contract between the City of Mt. Sterling, Kentucky and the City of Jeffersonville, Kentucky dated May 13, 1969 is hereby modified and amended to provide that Seller shall henceforth furnish and sell to Purchaser, during the remainder of the original term of said Contract, potable treated water meeting the applicable purity standards of the Kentucky State Department of Health, etc. in such quantity as may be required by Purchaser, but not to exceed in the total amount of 6,250,000 gallons of water per calendar month.

2. It is stipulated and specifically agreed that the obligation of Seller to furnish and sell to Purchaser water under the Contract above referenced, as amended by this Agreement, is strictly limited to, and shall at no time exceed 6,250,000 gallons of water, at the delivery point, per calendar month.

3. It is further understood and agreed that any and all of the water to be furnished and sold by Seller to Purchaser under the above referenced Contract, as amended by this Agreement, shall only be resold for consumption and/or solely by customers of the City of Jeffersonville Water System who reside within the geographic boundaries of Montgomery County, Kentucky, except for those limited present water customers located adjacent to the Montgomery County line in Menifee County, Kentucky.

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SECTION 9 (1)
BY: Andrew C. Neal
FOR THE PUBLIC SERVICE COMMISSION

4. It is further understood and specifically agreed that in no event, shall any additional water customers be added to

the City of Jeffersonville Water System from and after the date hereof who do not reside in, or whose property being served is located in, Montgomery County, Kentucky.

5. Except to the extent herein amended and modified, the Water Purchase Contract between Seller and Purchaser, dated May 13, 1969 is hereby confirmed and shall continue to remain in full force and effect according to its original terms, provisions and conditions.

IN TESTIMONY WHEREOF, the parties hereto acting under the authority of their respective governing bodies, have caused this Water Purchase Contract Amendment to be executed in one or more counterparts, each of which are to have the force and effect of an original, as of the day, month and year first hereinabove written.

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PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Judith L. Nolen
FOR THE PUBLIC SERVICE COMMISSION

Attest:

Judy Kay Nolen

SELLER:

MT. STERLING WATER & SEWER
COMMISSION, ACTING FOR THE CITY
OF MT. STERLING, KENTUCKY

BY: Larry Esteppe 9/22/88
Larry Esteppe, System
Manager

PURCHASER:

CITY OF JEFFERSONVILLE, KENTUCKY

BY: [Signature]
ITS MAYOR

Attest:

Chad Martin
City Clerk

Approved by:

FARMERS HOME ADMINISTRATION

W. Gene Floyd
BY: Community & Business Program Specialist
Authorized Signature

Date: October 24, 1988

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OF KENTUCKY
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SEP 29 1994

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Judith C. Neal
FOR THE PUBLIC SERVICE COMMISSION