

WATER PURCHASE CONTRACT AMENDMENT

Mail 8-24-92

This CONTRACT AMENDMENT (the "Agreement") made and entered into this ___ day of August, 1992, by and between 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 THE CITY OF JEFFERSONVILLE, KENTUCKY, a Kentucky Municipal Corporation of the Sixth Class, City Hall, Jeffersonville, Kentucky 40337, hereinafter referred to as the "Purchaser", WITNESSETH:

RECEIVED
SEP 09 1994

WHEREAS, Seller is presently supplying and selling to Purchaser, and the Purchaser is acquiring and purchasing from 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, as amended by a Water Purchase Contract Amendment dated September 26, 1988 and a Water Purchase Contract Amendment dated December 8, 1988, together hereinafter collectively referred to as the "Contract"; and

P.S.C. RATES & RESEARCH DIV.

WHEREAS, the Seller and the Purchaser have agreed to a further amendment and/or modification of the Contract and wish to set forth said further agreement in writing.

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

1. The Contract is hereby modified and amended to provide that the term of said contract is ~~effective~~ ^{PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE} term ending 40 years after the date of the sale of revenue bonds

SEP 29 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Andrea C. Neal
FOR THE PUBLIC SERVICE COMMISSION

which are now contemplated to be issued by Purchaser for financing of planned improvements to, and/or expansion of, its water storage and distribution system, but in no event shall said term extend beyond July 1, 2034.

2. The Contract is hereby further modified and amended to provide that Seller shall, henceforth, furnish and sell to Purchaser, during the remainder of the term of said contract, as hereinabove extended, 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 from time to time, but not to exceed the total amount of 8,000,000 gallons of water per calendar month.

3. A portion (to be determined by Purchaser in its discretion) of the above stated 8,000,000 gallons of water per calendar month may be assigned and/or allotted by Purchaser to Montgomery Water District No. 1, from time to time, to increase the maximum amount of gallons of water per calendar month as is presently permitted under the Water Purchase Contract between Seller and Montgomery County Water District No. 1, dated March 24, 1981, said portion to be an amount equal to the total amount of gallons of water per calendar month as may be purchased by Purchaser from or through Montgomery County Water District No. 1 under a separate water purchase contract between them. To the extent that the maximum gallons of water per calendar month permitted to be obtained by Montgomery County Water District No. 1 under its contract (above referenced) with Seller is increased, as provided in this paragraph, the maximum amount of

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1994

PURSUANT TO 807 KAR 5011.
SECTION 9 (1)

BY: Andrea L. Neal
FOR THE PUBLIC SERVICE COMMISSION

gallons of water per calendar month permitted under paragraph 2 hereof to be obtained by Purchaser, shall be decreased by a like number of gallons of water for the same calendar month.

4. The obligation of Seller to furnish and sell to Purchaser water under the Contract, as amended, is strictly limited to, and shall at no time exceed 8,000,000 gallons of water per calendar month, whether said water is purchased directly by Purchaser from Seller or by Purchaser from and/or through Montgomery County Water District No. 1.

5. Any and all of the water to be furnished and sold by Seller to Purchaser under the Contract, as amended, shall only be resold for consumption and/or use only by existing and future customers of the City of Jeffersonville Water System as are permitted under the Contract, as amended.

6. If the maximum quantity of water per calendar month to be furnished hereunder (8,000,000 gallons) is exceeded in any calendar month, Seller shall have the option of:

(a) Terminating the supply of water to the Purchaser, at all delivery points, for the remainder of the calendar month in which the excess occurs; or

(b) Purchaser shall be charged an "excess usage" equal to four times the current minimum (dollar amount on maximum quantity usage) per cubic feet charge under the general water rate schedule of Seller in effect at the time.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1994

7. The water pressure at all delivery points shall be a minimum pressure of 35 pounds per square inch (35 PSI) provided, however, that the obligation of the Seller to maintain this minimum pressure shall be specifically conditioned and contingent on the Purchaser having in existence, and maintaining

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Charles C. Noel
FOR THE PUBLIC SERVICE COMMISSION

at all times, a "finished" water storage capacity equal to at least 24 hours current consumption, in the aggregate, of the Purchaser's customers.

8. Except to the extent herein amended and modified, the Water Purchase Contract between Seller and Purchaser dated May 13, 1969, as amended by agreements dated September 16, 1988 and December 8, 1988, is hereby confirmed and ratified and shall continue to remain in full force and effect according to the original terms, provisions and conditions thereof.

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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SELLER:

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

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Larry Esteppe
Larry Esteppe, ~~SECRETARY~~ **PUBLIC SERVICE COMMISSION**
Manager OF KENTUCKY
EFFECTIVE

ATTEST:
FOR THE PUBLIC SERVICE COMMISSION

Judy Nelson
SECRETARY

SEP 19 1984

PURCHASER:

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Josephine Martin
CITY OF JEFFERSONVILLE, KENTUCKY
ITS MAYOR

ATTEST:

Cecilia Foster King
JEFFERSONVILLE CITY CLERK

APPROVED BY:

FARMERS HOME ADMINISTRATION

BY: _____
(Authorized Signature)

Title

Date

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 29 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION