

BETWEEN
CITY OF FRENCHBURG
AND THE
BATH COUNTY WATER DISTRICT

This Agreement by and between the City of Frenchburg and the Bath County Water District is to establish and define certain agreements and future action or obligations which are a part of the consideration involved in the existing WATER PURCHASE CONTRACT dated the 11th day of October 1984. Such items of understanding are as follows:

- The term of this Agreement shall be for five years so that said Agreement shall expire five-years from the date of this Agreement or until such time that water is no longer needed by Frenchburg from the Bath County Water District, which ever comes first. Then Frenchburg will relinquish the 40 year WATER PURCHASE CONTRACT and any AMENDMENTS attached to said Contract originally date October 11th 1984.
- Bath County Water District agrees to furnish Frenchburg during the term of this contract potable water meeting applicable purity standards of the Kentucky Department of Natural Resources and Environmental Protection, in such quantity as Bath County Water District is able to deliver not to exceed 350,000 gallons per day.
- Bath County Water District shall own and operate all facilities leading to and including the Master Meter, and the City of Frenchburg shall own and operate all facilities on the discharge side of the Master Meter.
- The Master Meter shall be read daily by Frenchburg and such consumption reported the Bath County Water District. The District shall read the Master Meter on the 15th day of each month and furnish Frenchburg no later than the 5th day of each month with an itemized statement amount furnished during the preceding month. Frenchburg agrees to pay the District, not later than 15th day of each month for water delivered at a rate as follows:
 1. \$2.50 per 1000 gallons of water in the amount of 100,000 gallons per day.
 2. \$1.97 per 1000 gallons of water in excess of 100,000 gallons per day but less than 250,000 gallons per day.
- Monthly average of daily usage shall not exceed 350,000 gallons per day allocated by this Agreement or service will be curtailed.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/4/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By  _____
Executive Director

This Agreement does not in any way other than the terms set out herein, amend repeal, or affect any of the terms conditions and provisions of said Water Purchase Contract of October 11, 1984.

In Witness Whereof, the parties hereto acting under authority of their respective governing bodies, have caused this Agreement to be duly executed this 7th day of January, 2003.

ATTEST

Jana Reynolds
Secretary

SELLER: BATH COUNTY WATER DISTRICT

Mitell Rucker
Chairman

ATTEST

Melissa Gravett
City Clerk

PURCHASER: CITY OF FRENCHBURG

Clavin Wilson
Mayor

Rural Development Concurrence

Date 2-5-03
By *Verna G. Green*
Title Program Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/4/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By *[Signature]*
Executive Director