

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT made and entered into this 14th day of July, 1986, by and between THE CITY OF EUBANKS, KENTUCKY, and THE CITY OF SOMERSET, KENTUCKY, owner, operator and successor to Kentucky Water Service Company,

WHEREAS, a contract was entered into between EUBANKS and Kentucky Water Service Company on July 9, 1971, and

WHEREAS, the parties wish to amend said contract.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein the parties agree to supplement the original contract as follows:

Section 1 shall read as follows:

Kentucky Water Service Company, Inc., hereby covenants and agrees to sell to the City of Eubanks, Kentucky, a volume of pure treated water which shall not exceed Three Hundred Fifty Thousand (350,000) gallons per day (being a pumpage of 243 gallons per minute for a 24-hour period), the price of said water to be in accordance with the following schedule:

\$1.25 per M gallons with said rate to be adjusted from time to time upon approval by the Somerset City Council.

Service will be supplied under Somerset's General Rules and Regulations, and subject to the present or future rates and Rules and Regulations as approved by the Somerset City Council.

It is hereby acknowledged by the City of Eubanks, Kentucky, that 350,000 gallons of pure and treated water per day is adequate for the present and foreseeable needs of the City of Eubanks.

The foregoing schedule of rates for treated water furnished by Somerset is stated by same to be approved, commercial schedule for treated water.

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SEP 22 1994

PURSUANT TO 807 KAR 5011.  
SECTION 9(1)

BY: Jordan C. Neal  
FOR THE PUBLIC SERVICE COMMISSION

The minimum monthly meter charges set out in Section 2 shall be changed to read as follows:

MINIMUM MONTHLY CHARGES

|                       |         |
|-----------------------|---------|
| 5/8 or 3/4 inch meter | \$ 5.15 |
| 1 or 1-1/4 inch meter | 14.75   |
| 1-1/2 inch meter      | 28.15   |
| 2 inch meter          | 42.25   |
| 3 inch meter          | 113.80  |
| 4 inch meter          | 196.35  |
| 6 inch meter          | 402.50  |

Section 4 shall be amended to reflect that the expiration date of the agreement between the parties shall be July 7, 2026.

Section 7 shall be amended to show the same changes as made in the gallons per day and pumpage in Section 1 as shown hereinabove.

IN WITNESS WHEREOF, we subscribe our names this 21 day of July, 1986.

CITY OF EUBANKS, KENTUCKY

By: Frey Todd

ATTEST:

Victor Houson  
CLERK

CITY OF SOMERSET, KENTUCKY

By: Smith T. Vanhook  
Mayor Smith VanHook

ATTEST:

David Greer  
CLERK

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 22 1984

-2-

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)

BY: John C. ...  
FOR THE

STATE OF KENTUCKY  
COUNTY OF PULASKI...SCT:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this day the foregoing Supplemental Agreement was produced before me in said county and state by Frey Todd and Mayor as Mayor and Arthur Hanson as Clerk of the City of Eubanks Kentucky, a municipal corporation duly organized and existing pursuant to the Acts of the General Assembly of the Commonwealth of Kentucky, a party thereto, being both personally known to me and known personally to me to be such officers, and to be the same persons who executed as such officers, respectively, the within and foregoing instrument of writing, and such persons duly acknowledged the execution of the same to be their voluntary act and deed as such officers of the said City of Eubanks, Kentucky, and the official act and deed of said City of Eubanks, Kentucky, and through them as its duly authorized officers.

Witness my hand and notarial seal this the 21 day of July, 1986.

My Commission Expires: 8-21-86 :

James Michael Simpson  
NOTARY PUBLIC

STATE OF KENTUCKY  
COUNTY OF PULASKI...SCT:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this day the foregoing Supplemental Agreement was produced before me in said county and state by Smith VanHook and David Godsey as Clerk of the City of Somerset Kentucky, a municipal corporation duly organized and existing pursuant to the Acts of the General Assembly of the Commonwealth of Kentucky, a party thereto, being both personally known to me and known personally to me to be such officers, and to be the same persons who executed as such officers, respectively, the within and foregoing instrument of writing, and such persons duly acknowledged the execution of the same to be their voluntary act and deed as such officers of the said City of Somerset, Kentucky, and the official act and deed of said City of Somerset, Kentucky, and through them as its duly authorized officers.

Witness my hand and notarial seal this the 18th day of July, 1986.

My Commission Expires: 6-24-89 :

Kathleen L. Laughlin  
NOTARY PUBLIC

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 22 1994

PURSUANT TO 807 KAR 5011,  
SECTION 3(1)

BY: Justin  
FOR THE PUBLIC