

SEP 29 1994

SEWER SERVICE CONTRACT AMENDMENT PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: James C. Neal
FOR THE PUBLIC SERVICE COMMISSION

THIS CONTRACT AMENDMENT AND AGREEMENT made herein at Mt. Sterling, Montgomery County, Kentucky, this 11th day of June, 1976, by and between the City of Mt. Sterling, Kentucky, a municipal corporation of the first class, its successors and assigns, hereinafter referred to as "City", and Sanitation District No. 1 of Montgomery County, Kentucky, a sanitation district organized pursuant to KRS 220.110, its successors and assigns, hereinafter referred to as "District", WITNESSETH:

WHEREAS, the parties hereto entered into a sewer services contract dated March 15, 1974, having been approved by the City Council of Mt. Sterling, Kentucky at a meeting held on March 12, 1974; and

WHEREAS, said contract provided for the City to process the sewage collected within the District and pumped to the City's sewage treatment plant on the terms and charges set forth therein; and

WHEREAS, said Contract referred to services to be rendered by the City only as to sewage collected within the boundaries and territory of the District as described in an Order dated March 6, 1973 and of record in Articles of Incorporation Book 4, Page 423, Montgomery County Court Clerk's Office; and

WHEREAS, the District desires to add additional territory to the boundaries covered by said sewer services contract;

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BY: Orlando L. Neal
PUBLIC SERVICE COMMISSION

THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties, IT IS AGREED as follows, to-wit:

1. Paragraph 7 of the sewer services contract entered into between the parties dated March 15, 1974, is amended to provide that in addition to the original boundaries of the District described in the Order dated March 6, 1973 and of record in Articles of Incorporation Book 4, Page 423, in the above-named Clerk's Office, said sewer services contract shall also be applicable to sewage and waste water collected within the boundaries of the "Oldfield Trailer Park" encompassing thirty trailer parking spaces on the Old Owingsville Pike in Montgomery County, Kentucky, adjacent to the boundaries of the District.

2. In all other terms and provisions and aspects the original contract between the parties dated March 15, 1974 is hereby confirmed, ratified and re-adopted.

IN TESTIMONY WHEREOF, the City of Mt. Sterling has caused this contract to be duly executed in triplicate, each of which shall constitute an original, by virtue of the authority of the City Council of Mt. Sterling, Kentucky, at a regularly convened meeting held on May 11, 1976, and the Sanitation District No. 1 of Montgomery County, Kentucky, has caused this contract be duly executed in a like manner by its President and Chairman, Art Rogers by authority of the Board of Directors

of said District at a meeting held on June 8th, 1976.

CITY OF MT. STERLING, KENTUCKY

By: W. R. Brooks
W. R. BROOKS, Mayor

ATTEST: Doris Baxter
Doris Baxter,
City Clerk

SANITATION DISTRICT NO. 1, of
MONTGOMERY COUNTY, KENTUCKY

By: Art Rogers
ART ROGERS, President

ATTEST: Gene A. McCarty
Gene A. McCarty,
Secretary-Treasurer

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BY: Arthur C. Hall
SECRETARY

PREPARED BY:

Alan B. Peck
ALAN B. PECK,
WHITE, PECK and CARRINGTON
Attorneys at Law,
26 Broadway
Mt. Sterling, Kentucky 40353