

FIRST ADDENDUM

This FIRST ADDENDUM made and entered into this 15TH day of NOVEMBER, 1999, between the CITY UTILITIES COMMISSION of 901 South Main Street, Corbin, Kentucky, (hereinafter referred to as "City") and DEWITT WATER DISTRICT, of Artemus, Kentucky (hereinafter referred to as "District");

WITNESSETH:

WHEREAS, the parties have previously entered into a Water Purchase Contract dated August 11, 1992; and now desire to modify the terms of said contract for a valuable consideration, the receipt of which is hereby acknowledged, including the hereinafter expressed covenants, the aforementioned water purchase contract between the parties is amended as follows:

Paragraph "A" is amended to read as follows:

A. The Seller Agrees:

1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Kentucky Natural Resources and Environmental Protection Cabinet as set forth in KRS Chapter D3 and 224 and 401 KAR Chapter 8, as of the date of this contract in such quantity as may be required by the Purchaser not to exceed 5,000,000 gallons per month.
2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated at 30 psi (minimum) from existing eight (8) inch main at the existing metering station located on Little Indian Creek Road at \pm 40' south of intersection of Little Indian Creek Road and Mosley Branch Road. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. The total proposed maximum rate of water withdrawn from the CUC shall not exceed 200 gpm. Pumping full time, this will equate to 8.6 MG/month.
4. The Dewitt Water District will construct water storage tank capacity equal to two (2) days water needs or a minimum of 300,000 gallons for the portion of its water distribution served by the CUC.

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Paragraph "B" is amended to read as follows:

B. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the 15th day of each month, for water delivered in accordance with the following schedule of rates:
 - a. \$2.20 for the first 1,000 gallons, plus \$50.00 monthly service charge per metering station.
 - b. \$2.20 per 1,000 gallons for all water in excess of 1,000 gallons. A 10% penalty will be added if the bill is not paid on or before the 15th of the month in which same is due and water service will be discontinued to all delinquent accounts in accordance with the applicable City of Corbin Water/Service/Rate Ordinance.

C. Term of Contract

1. This contract shall extend for a period of forty (40) years from the date of this Addendum stated herein.

The addendum shall be approved by all parties in its entirety or same shall be null and void in its entirety.

In all other respects, the previous contract between the parties is ratified and confirmed.

The changes reflected in this addendum shall become effective with the City bills to the District dated the first day of January 1, 2000.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies have caused this contract to be duly executed in six (6) counterparts, each of which shall constitute an original.

CITY UTILITIES COMMISSION
OF CORBIN, KENTUCKY

BY: Dallas R Eubanks
DALLAS R. EUBANKS, CHAIRMAN

ATTEST:

Donna L. Hawk
SECRETARY

DEWITT WATER DISTRICT

BY: Richard Shackelford
RICHARD SHACKLEFORD, CHAIRMAN

ATTEST:

[Signature]
SECRETARY

This First Addendum is approved on behalf of the Rural Development (Farmers Home Administration) this _____ day

of _____, _____.

BY: _____

TITLE: _____

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