

AMENDED WATER SUPPLY AGREEMENT

This Amended Water Supply Agreement ("Amended Agreement") dated as of the 6th day of December, 2013 is made and entered into by and between the **City of Williamstown, 400 North Main Street, P.O. Box 147, Williamstown, Kentucky 41097** (hereinafter "City") and the **Corinth Water District, U.S. 25, P.O. Box 218, Corinth, Kentucky 41010** (hereinafter "CWD"). City and CWD will be collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the City and CWD entered into a certain Water Supply Agreement effective September 5, 2013 ("Agreement") and,

hws 1/27/14 *eg 1/31/14*
WHEREAS, the Public Service Commission ("PSC") has requested a clarification of ~~Article V~~ Water Rates, and

WHEREAS, the Parties execute this Amended Agreement to clarify the terms and conditions relating to future rate increases.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and other good and valuable consideration, the City and CWD agree as follows:

- The Parties incorporate herein by reference each and every term, condition and covenant set forth in the Parties' original Agreement dated effective September 5, 2013, a copy of which is incorporated herein by reference. The Parties agree that all of the terms, conditions and covenants contained in the Agreement shall remain in full force and effect unless specifically altered by the provisions of this Amended Agreement. In the event that there is any conflict in any term, condition or covenant between the Agreement and this Amended Agreement, the terms, conditions and covenants set forth herein shall control.
- The Parties hereby amend ~~ARTICLE IV~~ *hws 1/27/14* *Jeff 1/31/14* *eg 1/31/14* *hws 1/27/14* **WATER RATES** paragraphs 1 and 2 of the September 5, 2013, amendment to read as follows:

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ARTICLE IV
WATER RATES

A. CWD shall pay City water rates and charges for wholesale customers at such rates and charges as may be adjusted from time to time. City may, from time to time, increase its water rates and charges but no rate or charge increase will take effect unless and until it has been reviewed and approved by the PSC. Effective January 1, 2014, CWD shall pay to the City the rate of Two Dollars and Eighty-Nine Cents (\$2.89) per thousand gallons of water purchased. That rate shall continue until January 1, 2015. Effective January 1, 2015, CWD shall pay to City the rate of Three Dollars and Ten Cents (\$3.10) per thousand gallons of water at rate shall continue until modified consistent with the terms and conditions set forth

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEBOUEN
REGULATORY DIRECTOR

Brent Kirtley

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herein. Thereafter, the City shall not under any circumstance increase water rates greater than three (3) percent in any calendar year. For purposes of this Amended Agreement, the water rates charged by City to CWD in effect as of the Effective Date of this Amended Agreement shall continue until increased as provided for herein.

- 3. The City represents that it possesses full authority to enter into this Amended Agreement as permitted by lawful Resolution of its City Council. CWD possesses full authority to enter into this Amended Agreement by lawful Resolution of CWD's Board of Commissioners.

IN WITNESS WHEREOF, the parties have caused this Amended Agreement to be duly executed.

CITY OF WILLIAMSTOWN

BY: *Pick Skinner*

TITLE: *Mayor*

COMMONWEALTH OF KENTUCKY
COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the City of Williamstown by and through *Pick Skinner*, its *Mayor* this *19th* day of December, 2013.

Jaura K. McConahan
Notary Public
My Commission Expires: *01/05/17*
Notary ID No.: *480030*

*SUBSCRIBED & SWORN BY
DAN FIELD, CHAIRMAN*

William A. Hill
Notary Public
My Commission Expires - *03/12/17*
ID # *485260*

CORINTH WATER DISTRICT

BY: *Jeff R. Deroen*
~~*Dan Field, Chairman*~~

