

EXHIBIT "A"

FIRST AGREED DEVIATION FROM TERMS OF CONTRACT AND AMENDMENTS THERETO, BETWEEN THE CITY OF CYNTHIANA ("COC") AND THE HARRISON COUNTY WATER ASSOCIATION, INC. ("HCWA") WHOLESALE WATER PURCHASE CONTRACT

Whereas, the Harrison County Water Association, Inc, ("HCWA") and the City of Cynthiana ("COC"), have entered to multiple water purchase contracts over the periods beginning on or about October 21, 1987 wherein, they currently have an amended contracted executed on or about September 9, 2009 (recorded 11-1-09, by KY PSC), , which was amended on or about November 11, 2014, re-amended on or about May 7, 2017, re-amended on March 21, 2019 (recorded 7-1-19, by KY PSC), and last amended on November 21, 2022, which can be found of record on the KY PSC website (www.kypsc.com), under contracts HCWA and/or City of Cynthiana.

Whereas, the KY PSC and Kentucky case law has established on multiple occasions that they have regulatory powers to approve, oversee and regulate wholesale water rates between a municipality (COC) and a utility (HCWA) regulated by KY PSC. *See. Simpson County Water District v. City of Franklin*, 872 S.W. 2d 460, 462, (Ky. 1994); *City of Franklin v. Simpson County Water District*, Case No. 92-084 (Ky PSC 2-23-1998) @ 2; *Submission of Contracts and Rates of Municipal Utilities*, Administrative Case No. 351 (Ky. PSC Aug. 10, 1994) @ 2.

Further, KY PSC has established, that in a wholesale water rate case, it has authority to regulate the municipal utility for its production of water to a regulated utility, and said rate must be the lowest rate as possible that allows the entity to provide necessary services at the lowest cost possible, and the rate charged for the same services should be uniform.

Whereas, the City of Cynthiana, is desirous of selling water to a proprietary interest of itself, i.e. City Parks and Recreation, for a rate less than the current rate that City of Cynthiana is charging to the Harrison County Water Association, Inc.; and the parties are desirous of obtaining approval of this provision, and make said amendment as stated below/herein.

Therefore, the City of Cynthiana and Harrison County Water Association, Inc., agree to amend the current water purchase contract to allow, authorize and approve, an amendment to the previous contractual terms, explicitly stated and/or implied, that the City of Cynthiana, must sell water to the Harrison County Water Association, Inc., at the same rate as they sell water to any other entity and that the wholesale water rate between the two is the lowest price cost possible, and allow the City of Cynthiana to sell water under that rate to the City of Cynthiana, Parks and Recreation for purposes of a community park, i.e. splash pad, and the parties are desirous of obtaining KY PSC approval of this amendment and/or deviation from the parties contract and make said amendment as stated herein.

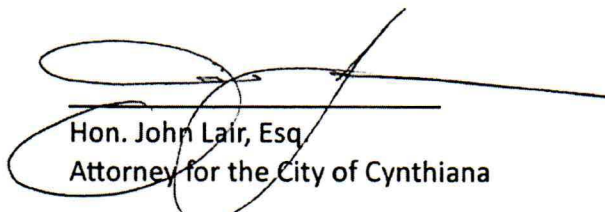
SO EXECUTED AFTER APPLICABLE AGENCY APPROVAL, AS EVIDENCED BY EACH AGENCY'S
SIGNATORY AUTHORITY, THIS THE ____ DAY OF _____, 2025

J. FRANK MARSH, CHAIRMAN OF THE BOARD
HARRISON COUNTY WATER ASSOCIATION, INC.
"HCWA"



DAILEY ISAAC, CITY OF CYNTHIANA, MAYOR

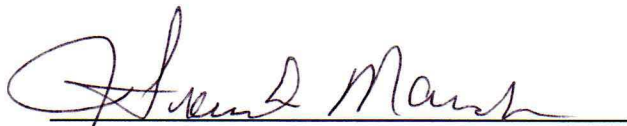
Have Seen as to form and legality



Hon. John Lair, Esq.
Attorney for the City of Cynthiana

Hon. Jesse P. Melcher, Esq.
Attorney for Harrison County Water Association, Inc.

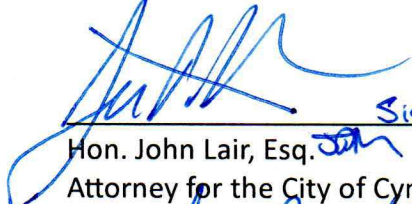
SO EXECUTED AFTER APPLICABLE AGENCY APPROVAL, AS EVIDENCED BY EACH AGENCY'S
SIGNATORY AUTHORITY, THIS THE ____ DAY OF _____, 2025



J. FRANK MARSH, CHAIRMAN OF THE BOARD
HARRISON COUNTY WATER ASSOCIATION, INC.
"HCWA"

DAILEY ISAAC, CITY OF CYNTHIANA, MAYOR

Have Seen as to form and legality



Hon. John Lair, Esq. *Signature wrong line
See below*

Attorney for the City of Cynthiana



Hon. Jesse P. Melcher, Esq.
Attorney for Harrison County Water Association, Inc.