

FOURTH AMENDED AGREEMENT

This Fourth Amended Agreement, made and entered into this 26th day of September, 2022, by and between the Todd County Water District of Todd County, Kentucky, "Party of the First Part," and the Muhlenberg County Water District of Muhlenberg County, Kentucky, "Party of the Second Part";

WITNESSETH:

WHEREAS, the First Party has previously agreed to supply water to the Second Party so that the Second Party can serve anticipated customers of the Second Party in an area that was being developed;

WHEREAS, that Agreement was filed with the Commission on April 11, 2019;

WHEREAS, the Parties have agreed to establish another connection point for the sale and purchase of water;

WHEREAS, the First Party has agreed to sell and the Second Party has agreed to purchase water at the new connection point upon the terms and conditions hereinafter set forth;

WHEREAS, an Agreement was previously filed and approved by the Commission on July 5, 2006;

WHEREAS, the Parties now wish to amend said Agreement to convert an emergency connection previously established at the Todd/Muhlenberg County line at or around Highway 181 to a permanent connection for the sake of water to Muhlenberg County Water District.

NOW, THEREFORE, Parties agree as follows:

1. The Party of the First Part shall sell to the Party of the Second Part a quantity of water not to exceed 800,000 gallons per month at a rate of \$5.87 per one thousand

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Executive Director




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(1,000) gallons of water sold. The 800,000 gallons is a total amount for both meters and is not per meter.

2. The Parties recognize that from time-to-time, the Party of the First Part may experience increases in its cost of water and that those increases shall be passed along to the Party of the Second Part consistent with uniform rate increase which from time-to time may be passed along to the First Party's customers.
3. The Parties agree that the Second's Party rate of withdrawal of water from the two-inch water line described above shall not exceed 100 gallons per minute absent emergency circumstances.
4. The Second Party will be billed on a monthly basis for water purchased from the First Party and all payment for purchased water shall be made by the Second Party to the First Party by the 10th day of each month.
5. This Agreement shall be for a term of twenty-five (25) years, unless sooner modified by mutual agreement of the parties. This Agreement may be continued for an additional number of years by mutual consent of the Parties.
6. This Agreement shall be binding upon the Parties hereto, their successors and assigns.
7. This Agreement may be subject to approval by the Public Service Commission of the Commonwealth of Kentucky and will be submitted to the Public Service Commission for review.
8. The Parties hereto agree that the Todd Circuit Court shall be the appropriate venue to resolve any disputes regarding the terms and conditions hereof. In the event of

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litigation, the prevailing party shall be entitled to recover Court costs and attorney fees.

In witness whereof, the Parties hereto have, through appropriate resolutions of their Boards of Commissioners, caused this Agreement to be executed.

Dated this 31st day of October, 2022.

TODD COUNTY WATER DISTRICT

BY:

ATTEST:

Tony Adler
Tony Adler, Vice Chairman

Lois Brown
Lois Brown, Secretary

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF TODD)

SUBSCRIBED AND SWORN to before me by Tony Adler, Vice Chairman, and Lois Brown, Secretary, of the Todd County Water District on this the 31 day of October, 2022.

My Commission Expires: January 10, 2024

Corea Moody
Notary Public, Kentucky
State at Large

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MUHLENBERG COUNTY WATER DISTRICT

BY:

ATTEST:

Bobby Mayhugh
Chairman

Mark Carver
Secretary

COMMONWEALTH OF KENTUCKY)
COUNTY OF MUHLENBERG)

SUBSCRIBED AND SWORN to before me by Bobby Mayhugh,
Chairman, and Mark Carver, Secretary, of the Muhlenberg County
Water District on this the 26 day of September, 2022.

626912 My Commission Expires: 8-4-23

Kendra Newman
Notary Public, Kentucky
State at Large



Prepared by

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Linda C. Bridwell Executive Director

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