

MODIFICATION AGREEMENT NUMBER 4

THIS AGREEMENT, effective as of the 26th day of NOVEMBER, 2014, by and between **THE CITY OF BRANDENBURG, KENTUCKY** (hereinafter referred to as "City"), of P. O. Box 305, Brandenburg, Kentucky 40108; and **THE MEADE COUNTY WATER DISTRICT**, a water district organized pursuant to KRS Chapter 74 (hereinafter referred to as "MCWD"), of P. O. Box 367, Brandenburg, Kentucky 40108.

WITNESSETH:

WHEREAS, the Parties hereto originally entered into a Water Purchase Contract on or about the 7th day of February, 1984, said Water Purchase Contract being referred to herein as the "Original Contract"; and

WHEREAS, the Parties thereafter by mutual consent modified the Original Contract in modifications entered into ~~on or~~ about **August 21, 1991** (hereafter "Modification No. 1"); **July 12, 1999** (hereafter "Modification No. 2"), and **September 4, 2008** (hereafter "Modification No. 3"); and

WHEREAS, the Parties wish to further modify the existing Water Purchase Contract, as amended by Modifications No. 1, 2, and 3, as follows:

1. Beginning with the first billing cycle following the approval of Modification Agreement Number 4 by the Kentucky Public Service Commission (the "Effective Date"), MCWD shall pay for water delivered by the City and taken by MCWD the price of One Dollar and Sixty-Five Cents (\$1.65) per One Thousand (1,000) gallons of water purchased by MCWD from the City;

2. Beginning twelve (12) months after the Effective Date, MCWD shall pay for water delivered by the City and taken by MCWD the price of One Dollar a

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i> EFFECTIVE
1/8/2015 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

per One Thousand (1,000) gallons of water purchased by MCWD from the City.

3. All other terms, conditions and provisions of the Original Contract as subsequently modified in Modifications No. 1, 2, and 3 shall remain in full force and effect. The only term of the existing agreement between the City and MCWD which the Parties intend to hereby modify is the amount per gallon to be paid by MCWD to City.

4. It is agreed and understood that this agreement is subject to the approval of the Kentucky Public Service Commission and shall not be binding on either Party until same has been approved by the Kentucky Public Service Commission;

5. This modification agreement has been or will be duly ratified by the Brandenburg City Council and the Meade County Water District Board of Commissioners.

SO AGREED the day and date first noted above as evidenced by the signatures of the Mayor of the City of Brandenburg, Kentucky, and the General Manager of the Meade County Water District.

CITY OF BRANDENBURG, KENTUCKY

BY: David W. Pace
David W. Pace, Mayor

MEADE COUNTY WATER DISTRICT

BY: Joseph Bartley
Joseph Bartley, General Manager

STATE OF KENTUCKY

COUNTY OF Meade

Subscribed and sworn to before me this 26th day of November, 2014, by

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<u>Brent Kirtley</u>
EFFECTIVE 1/8/2015
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

David W. Pace, Mayor of the City of Brandenburg, Kentucky, and acknowledged by him to be his free act and deed and the free act and deed of the City of Brandenburg, Kentucky.

Mally Jones

Notary Public, Kentucky State at Large
My commission expires: 06-15-2016
Notary ID: 468220

STATE OF KENTUCKY

COUNTY OF Meade

Subscribed and sworn to before me this 26th day of NOVEMBER, 2014, by Joseph Bartley, General Manager of Meade County Water District, and acknowledged by him to be his free act and deed and the free act and deed of the Meade County Water District.

Jana Benham

Notary Public, Kentucky State at Large
My commission expires: 1-10-15
Notary ID: 434504

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