

SUPPLEMENTAL WATER DISTRIBUTION SYSTEM AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 7 day of May, 1993, by and between the CITY OF PETERSBURG, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the "City"; the COUNTY OF PRINCE GEORGE, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County"; and THE ABC CORPORATION, a Virginia corporation, hereinafter referred to as the "ABC Corporation";

WITNESSETH: That, WHEREAS, on January 6, 1986, City, County and ABC Corporation entered into an agreement (the Agreement) providing for the supply and distribution of water; and

WHEREAS, it is now the mutual desire of the parties thereto to amend and modify certain provisions of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the aforementioned Agreement and as hereinafter stated, the parties hereto do mutually covenant and agree as follows:

1. That in accordance with the terms contained in Section 2. of the Agreement, the City hereby approves an extension of the water line previously approved in the Agreement for the sole purpose of providing water to serve Richard Bland College. Such is the only extension authorized hereby and any others desired must be approved by the City, in writing, prior to such addition.

2. That Section 4. of the Agreement is amended to read as follows:

Section 4. Service Fees. The County shall pay the City service fees for water supplied by the City in accordance with the Agreement, such fees consisting of a base fee of one hundred dollars (\$100.00) a month for each month of the term of the Agreement plus an additional volume fee of twenty-four dollars (\$24.00) for every one thousand (1000) cubic feet of water passing through the meter at the intersection of Johnson Road and Flank Road within the City. The base fee shall remain constant throughout the term of the Agreement. The volume fee shall increase from time to time, such increases to be at the same percentage rate as the percentage rate of increase that the Appomattox River Water Authority, from time to time, may increase its rate for water that it provides to the City.

3. That this is the only amendment to the Agreement of January 6, 1986, and in that regard, all provisions other than those specifically amended herein shall remain in full force and effect.

4. That a copy of the Agreement dated January 6, 1986, is attached to this Agreement for reference thereto and to be made a part hereof.

IN WITNESS WHEREOF:

CITY OF PETERSBURG

By: *Robert C. Rouse*
City Manager

ATTEST:

Richard H. Brase
Clerk of Council

PRINCE GEORGE COUNTY

By: *John D. Kinosh*
County Administrator

ATTEST:

Nancy L. Adams
Clerk

THE ABC CORPORATION

By: *R. D. McSwaine III*
President

ATTEST:

Alfred H. Mason
Secretary-Treasurer