

**A RESOLUTION AUTHORIZING AND APPROVING FIRST AMENDMENT  
TO WATER SUPPLY AGREEMENT WITH EJ WATER COOPERATIVE, INC.**

WHEREAS, it is in the best interest of the South Sangamon Water Commission to add water customers;

WHEREAS, on February 16, 2016 the South Sangamon Water Commission approved Resolution No. 16-2 A Resolution Authorizing and Approving Water Supply Agreement with EJ Water Cooperative, Inc.;

WHEREAS, said water supply agreement is for a term of thirty-nine years and six months, however EJ Water Cooperative, Inc.'s Lender requires as part of the loan agreement, the water supply term of forty (40) years; and

WHEREAS, the proposed First Amendment extends the term of the water supply agreement between South Sangamon Water Commission and EJ Water Cooperative, Inc. for a minimum term of forty (40) years.

*BE IT RESOLVED BY THE SOUTH SANGAMON WATER COMMISSION, AS FOLLOWS:*

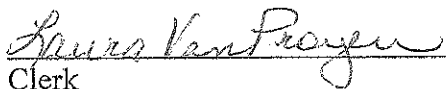
**SECTION 1:** That the Chairman be, and is hereby authorized and directed to execute, and the Clerk is directed to attest to the First Amendment to Water Supply Agreement by and between the South Sangamon Water Commission and EJ Water Cooperative, Inc., an unsigned copy of which is attached hereto as Exhibit "A."

**SECTION 2:** This Resolution is effective immediately.

APPROVED on this 15th day of November, 2016.

  
CHAIRMAN

ATTEST:

  
Clerk

AYES: Bloom, Hall, Saville

NAYS: none

PASSED: November 15, 2016

APPROVED: November 15, 2016

ABSENT: none

**FIRST AMENDMENT TO  
WATER SUPPLY AGREEMENT**

**BY THIS FIRST AMENDMENT TO WATER SUPPLY AGREEMENT** (hereinafter referred to as the "First Amendment") entered into by and between South Sangamon Water Commission, an Illinois public and municipal corporation (hereinafter referred to as the "Commission") and EJ Water Cooperative, Inc., an Illinois not for profit corporation (hereinafter referred to as "EJ"), **WITNESSETH:**

**WHEREAS**, Commission owns and operates a public water system, and is the wholesale water supplier to the Villages of Chatham and New Berlin (hereinafter referred to as the "Commission's Water System"); and also serves a number of retail customers;

**WHEREAS**, EJ operates a public water system on a not for profit, cooperative basis in Christian, Clay, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Montgomery, Richland, Sangamon, and Shelby counties, Illinois, including a water treatment facility in Holland Township, Shelby County, Illinois, known as the Delbert D. Mundt Water Treatment Plant (hereinafter referred to collectively as the "Mundt Water Plant", and also including a water treatment facility in Jasper County, Illinois, known as the Gila Water Treatment Plant (hereinafter referred to as the "Gila Water Plant"); the Mundt Water Plant, Gila Water Plant and public water system collectively hereinafter referred to as the "EJ Water System"); and,

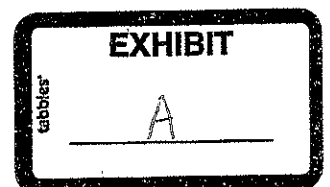
**WHEREAS**, Commission and EJ entered into a certain Water Supply Agreement dated March 17, 2016, providing for the interconnection of their respective public water supply systems for the purposes of providing for the sale and transfer of water by the Commission to EJ (hereinafter referred to as the "Agreement"); and,

**WHEREAS**, Commission and EJ desire to amend the Agreement as set forth herein.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, COVENANTS, BENEFITS AND AGREEMENTS CONTAINED HEREIN, IT IS HEREBY AGREED THAT:**

1. **Findings:** The findings made in the prefatory portion of this First Amendment are hereby adopted by the parties.
2. **Amendment to Paragraph 11:** Effective December 31, 2016, Paragraph 11 of the Agreement is hereby amended and restated in its entirety as follows:

**"11. Effective Date and Term of Agreement:** This Agreement shall become effective on the date the IEPA issues all required operating permits for EJ's mains to be served by the Delivery Points, and approval by the USDA of this Agreement. The term of this Agreement shall be through December 31, 2056."



3. All other terms and conditions of the Agreement not amended, modified or altered by this First Amendment shall remain in full force and effect. All capitalized terms in this First Amendment shall have that meaning set forth in the Agreement.

IN WITNESS WHEREOF, Commission and EJ have executed this First Amendment on that date affixed next to their respective signatures set forth below.

**SOUTH SANGAMON WATER COMMISSION,**  
an Illinois public and municipal corporation

BY:   
Joel Sander, Its Chairman

DATE: 11/15/16

ATTEST:   
Laura Van Proyen, Its Clerk

DATE: 11/15/16

**EJ WATER COOPERATIVE, AN ILLINOIS  
NOT-FOR PROFIT CORPORATION**

BY:   
Diane Aherin, its Board President

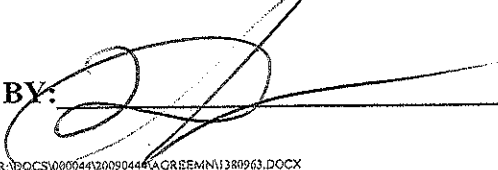
DATE: 11/29/16

ATTEST:   
Monte VanDyke, its Secretary

DATE: 11/29/16

Consented to and Approved:

**UNITED STATES DEPARTMENT OF AGRICULTURE –  
RURAL DEVELOPMENT**

BY: 

DATE: 12-15-16

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