

**AMENDMENT SEVEN TO PROJECT AGREEMENT  
GILLETTE MADISON PIPELINE PROJECT**

1. **Parties.** This Amendment Seven to the Project Agreement is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION] and CITY OF GILLETTE, Campbell County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

2. **Purpose of Amendment.** This Amendment shall constitute the seventh amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to extend the reversion date of unexpended PROJECT funds.

Amendment One, effective July 29, 2010, amended the Project Agreement by increasing the appropriation.

Amendment Two, effective August 18, 2011, amended the Project Agreement by increasing the appropriation and modifying the conditions for funding.

Amendment Three, effective August 22, 2012, amended the Project Agreement by increasing the appropriation.

Amendment Four, effective September 17, 2013, amended the Project Agreement by increasing the appropriation and modifying the conditions for funding.

Amendment Five, effective April 7, 2015, amended the Project Agreement by increasing the appropriation.

Amendment Six, effective June 4, 2015, amended the Project Agreement by redirecting unobligated or unexpended Abandoned Mine Lands funding to the PROJECT and extending the reversion date of unexpended PROJECT funds.

3. **Term of the Amendment.** This Amendment effective when all parties have executed it and all required approvals have been granted, and shall remain in full force and effect through the term of this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.

4. **Amendments.**

A. **Reversion of Unexpended Funds.** The reversion date for unexpended funds as set forth in Section 4.U. of the Project Agreement is amended as follows:

4.U. The SPONSOR agrees that it will complete the PROJECT and that it shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2020 and shall have settled all claims and paid all PROJECT expenses by that date. No funds will be paid by the COMMISSION after the reversion date specified and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

5. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, and all prior amendments to the Project Agreement shall remain unchanged and in full force and effect, including Amendment One to the Project Agreement which was duly

executed on May 19, 2010, July 23, 2010, July 25, 2010, and July 29, 2010 and which became effective July 29, 2010, Amendment Two to the Project Agreement which was duly executed July 21, 2011, July 28, 2011, August 1, 2011, and August 18, 2011 and which became effective August 18, 2011, Amendment Three to the Project Agreement which was duly executed July 10, 2012, July 17, 2012, July 18, 2012 and August 22, 2012 and which became effective August 22, 2012, Amendment Four to the Project Agreement which was duly executed July 9, 2013, July 18, 2013, July 29, 2013 and September 17, 2013 and which became effective September 17, 2013, Amendment Five to the Project Agreement which was duly executed February 19, 2015, March 6, 2015, and April 7, 2015 and which became effective April 7, 2015, and Amendment Six to the Project Agreement which was duly executed May 15, 2015, June 2, 2015 and June 4, 2015 and which became effective June 4, 2015.

6. **Entirety of Agreement.** This Amendment Seven, consisting of three (3) pages, Amendment Six consisting of five (5) pages, Amendment Five consisting of five (5) pages, Amendment Four consisting of four (4) pages, Amendment Three consisting of four (4) pages, Amendment Two consisting of three (3) pages, Amendment One consisting of three (3) pages and the original Project Agreement, consisting of nine (9) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

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7. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Seven to the Project Agreement between the COMMISSION and the SPONSOR, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

**WYOMING WATER DEVELOPMENT COMMISSION**

  
\_\_\_\_\_  
Sheridan Little, Chairman

7/1/17  
\_\_\_\_\_  
Date

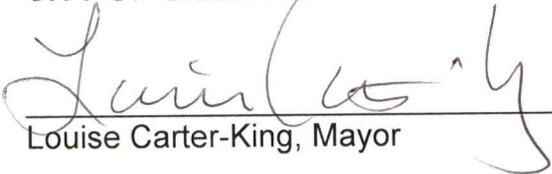
  
\_\_\_\_\_  
Clinton W. Glick, Secretary

7-1-17  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_

**CITY OF GILLETTE**

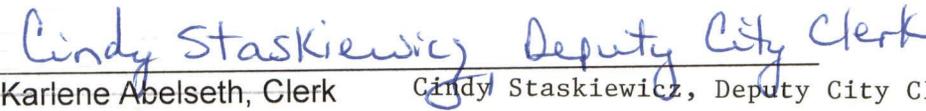
  
\_\_\_\_\_  
Louise Carter-King, Mayor

5/29/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
J. Carter Napier, City Administrator

5/22/17  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Karlene Abelseth, Clerk      Cindy Staskiewicz, Deputy City Clerk

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General

4/17/17  
\_\_\_\_\_  
Date

The Amendment date is the date of the last signature affixed to this page.