

EMERGENCY WATER SUPPLY CONTRACT

This Contract (the "Contract") is made and entered into at Williamstown, Kentucky this 22nd day of September, 2023, by and between the City of Williamstown, Kentucky, 400 North Main Street, Williamstown, Kentucky 41097 (the "City") and the Pendleton County Water District, P. O. Box 232, Falmouth, Kentucky 41040 (the "District").

WITNESSETH:

WHEREAS, in response to certain emergency conditions, District has previously installed, with the consent of the City, two water lines, meters, and related equipment approximately 100 feet east of Pendleton – Grant County borderline on Kentucky State Route 22 (the "Emergency Meters"); and

WHEREAS, all equipment for such Emergency Meters was supplied by the City, and the labor for installing such equipment to tie the two water systems together was supplied by District; and

WHEREAS, such Emergency Meters were installed to provide an emergency backup supply of water to the District by the City; and

WHEREAS, the parties desire to leave such Emergency Meters and backup tie-in in place to provide for future emergency shortage situations for the benefit of both parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

- 1. Emergency Supply of Water.** In the event of an emergency shortage of water by either the City or District, the City, and the District hereby agree, subject to the reasonable ability of each to do so, to provide water to one another during such emergency shortage. While no specific usage restrictions are set forth herein, the party requiring the emergency supply of water hereunder shall notify the other party of such need and the parties shall mutually agree upon any usage restrictions that may be required in order to preserve an adequate water supply to the supplying party's primary system for the duration of the emergency supply situation. The parties further cooperate for the duration of any such emergency situation and shall adjust such usage restrictions as may be necessary. The parties acknowledge and agree the water is to be supplied hereunder in emergency situations only and is not the intent of the parties hereto to supply the water to one another in the absence of an emergency shortage situation. This Contract is non-exclusive, and no provision of this Contract shall prevent either the City or the District from obtaining such water as it may be required, at any time, from any other source or entering into similar emergency supply agreements similar to this Contract.

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PUBLIC SERVICE COMMISSION
Linda P. Bidwell
Executive Director

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2. **Delivery Location of Water.** Water will be delivered to the Emergency Meters described above (sometimes referred to herein as the "Point of Delivery").

3. **Rate Payable for Emergency Water Supply.**

(a) The party receiving the emergency water supplies will pay a fee or charge for each one thousand (1,000) gallons of water delivered to the receiving party as shown by the Emergency Meters at an initial rate per one (1,000) gallons equal to the rate charged by the City to its individual Water District purchasers as set forth in the City's ordinances.

4. **Operation and Maintenance of Meters.** The District will operate and maintain the meter house or meter pit and the meters, piping, valves, and appurtenances installed therein. All costs of such operation and maintenance shall be shared equally by the City and the District. The District shall cause the metering equipment to be calibrated, as required by either the District or the City, but such calibration shall not be required more frequently than once every twelve (12) months. The cost of calibration of the metering equipment shall be shared equally by the City and the District. A meter registering not more than one and one-half percent (1 ½%) above or below the test results will be deemed to be accurate.

5. **Reading of Meter**

(a) The previous readings of any meter disclosed by the test to be inaccurate shall be corrected for the six (6) months previous to such test in accordance with the percentage if inaccuracy found by such test. If any meter fails to register for any period, the amount of water delivered in the corresponding period immediately prior to the failure, unless the City and District shall agree upon a different amount. The metering equipment shall be read by the City on or about the 15th day of each month. Any appropriate official of the City or the District shall have access to the meter for the purpose of verifying its readings, at all reasonable times.

(b) The City will cause each meter to be read by its personnel on or about the 15th day of each month and will cause such reading to be entered into its permanent records and will utilize such reading in preparing the statement of charges mentioned in section 5 (c) below.

(c) The City will furnish to the District at P. O. Box 232, Falmouth, Kentucky 41040 (or at such other place as the District may designate in writing delivered or mailed to the City) on or about the first day of each month following each meter reading a statement of charges showing the amount of water delivered by the District to the City, as applicable, during the preceding meter reading period (15th to 15th), and the amount of the payment due for the water so furnished.

6. **Payment.** The party receiving the emergency water supply shall pay to the providing party not later than the 10th day of each month the amount of the statement of charges received by it on or about the first day of that month. Such payments shall

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the City at 400 North Main Street, P. O. Box 147, Williamstown, Kentucky, 41097; or if to the District at P. O. Box 232, Falmouth, Kentucky 41040 (or at such other place as either of the parties may designate in a writing delivered to the other).

7. **Compliance with Water Quality Standards.** In the event water is supplied at any time by a party under this agreement does not meet any of the then-existing water quality standards imposed or promulgated by any federal, state, or local agency having jurisdiction, the supplying party agrees that it will provide all necessary additions to its facilities and all the additional treatments for the processing of potable water to be distributed in order that the water supplied will meet any and all applicable Federal, State, or Local agency water quality standards, This Contract is or may be subject to such rules, regulations or laws as may be applicable to similar agreements in this State and the City and District will collaborate in obtaining such permits, certificates, or the like as may be required to comply therewith.
8. **Force Majeure, etc.** Either party hereto will be relieved of its duty to supply water at the point of delivery if the flow to such point is interrupted due to water main breaks, electrical power failure, flood, fire, explosion, use of water to fight the fire, strike, labor problems, civil strife, acts of war, acts of God, or any other force majeure, for such reasonable period of time as may be required to restore service.
9. **Term.** The term of this contract shall be a term of twenty (20) years, commencing on September 22 2023 and ending on September 22, 2043
10. **Best Efforts.** Each party will endeavor, at all times, to the best of its ability, to operate and maintain its water purification and distribution systems in an efficient manner and will take such action within its capabilities as may be reasonably necessary to furnish the quantities of potable water required hereunder. Temporary or partial failures to deliver water shall be remedied as promptly as is reasonably possible. In the event of an extended shortage of water, or the supply of water available to a party is otherwise diminished over an extended period of time:
 - (a) the supplying party may reduce the amount of water supplied under this Contract to the extent necessary to ensure that its primary system is not depleted or unduly burdened by the provision of emergency water supply to the party, and
 - (b) the receiving party hereby agrees to adopt and enforce water conservation practices and rules for itself and its consumers during such emergency shortage as are mutually acceptable to both parties hereto.
11. **No Interest in System.** Neither party hereto shall have any interest of any kind or nature in the other water supply, filtration system, or distribution system at any time.
12. **No Limitation on Other Sales.** Neither party shall be restricted in its sales of potable water in any amounts to any present or future customers it may elect. Either party may enter into such sales and agreements therefore without notice to, consent of or compensation to the other party; provided, however, that such sales do not result in emergency shortages of water requiring the purchase of water hereunder as a result thereof.

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Director

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13. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered to the parties at the following addresses.

If to the City The City Of Williamstown
400 North Main Street
P. O. Box 147
Williamstown, Kentucky 41097

If to the Purchaser: Pendleton County Water District
P. O. Box 232
Falmouth, Kentucky 41040

Notices shall be deemed to be served upon deposit in the United States mail, registered, or certified, return receipt requested, or with a nationally recognized overnight delivery service.

14. **Further Assurances.** Each party hereby agrees that, at any time from upon request of the other party, it will be executed and deliver such further documents and do such further things as the other party reasonably request in order to effect the purpose of this Contract.
15. **Entire Agreement; Amendment.** This contract constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations and understandings between the parties with respect to the subject matter hereof, whether oral or in writing. This Contract may only be amended by a writing signed by all of the parties hereto.
16. **Severability.** The provisions of this Contract are severable, and if any clause or provision hereof shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision or part thereof and shall not in any manner affect any other clause or provision in this contract.
17. **Section Headings.** The section headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of said sections.
18. **Delay and Wavier.** No delay on the part of either party hereto in exercising any right under this agreement shall operate as a waiver of such right. The waiver by either party of any term or condition of this Contract shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or waiver or any other term or condition contained in this contract.
19. **Assignment; Binding Effect.** This Contract may not be assigned by either party without the prior written consent of the other. This Contract shall benefit and be binding upon the respective successors and assigns of the parties hereto.

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20. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.


THE CITY OF WILLIAMSTOWN,
KENTUCKY (the "City")

By: 
Mark Christopher, Mayor

ATTEST:


Vivian Link, City Clerk/Treasurer

PENDLETON COUNTY WATER DISTRICT
(the "District")

By: 

ATTEST:


Secretary

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