



**BRIAN CUMBO**

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ADMITTED IN KY AND WV

July 29, 2020

Public Service Commission  
P.O. Box 615  
Frankfort, KY 40602

RE: Martin County Water District  
PSC Case No. 2020-00154

To Whom It May Concern:

Enclosed please find Martin County Water District's Notice of Filing First Amendment to Alliance Contract with Martin County Water District.

Thank you for your attention to this matter.

Very truly yours,

BRIAN CUMBO

BC/ld

Enclosure

cc: Martin County Water District  
Hon. Mary Varson Cromer

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

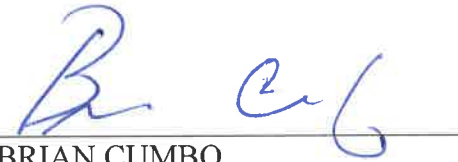
ELECTRONIC MARTIN COUNTY WATER )  
DISTRICT MANAGEMENT AND OPERATION )  
MONITORING PURSUANT TO KRS 278.250 )

CASE NO. 2020-00154

**NOTICE OF FILING**

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Comes the Martin County Water District, by counsel, and hereby gives Notice of Filing of the attached: Exhibit 1 = Redlined First Amendment to Alliance Contract with Martin County Water District; and Exhibit 2 = First Amendment to Alliance Contract with Martin County Water District.

  
BRIAN CUMBO  
COUNSEL FOR MARTIN COUNTY  
WATER DISTRICT  
P.O. BOX 1844  
INEZ, KY 41224  
TELEPHONE: (606) 298-0428  
TELECOPIER: (606) 298-0316  
EMAIL: cumbolaw@cumbolaw.com

**CERTIFICATE OF SERVICE**

This will certify that a true and correct copy of the foregoing was emailed on this the 29 day of July, 2020, to the following:

Public Service Commission  
ATTN: Nancy Vinsel  
P.O. Box 615  
Frankfort, KY 40602  
*nancy.vinsel@ky.gov*

Hon. Mary Varson Cromer  
Appalachian Citizens' Law Center, Inc.  
317 Main Street  
Whitesburg, KY 41858  
*mary@appalachianlawcenter.org*

  
BRIAN CUMBO

EXHIBIT 1

**REDLINED**

FIRST AMENDMENT TO  
ALLIANCE CONTRACT  
WITH MARTIN COUNTY  
WATER DISTRICT

**FIRST AMENDMENT TO PROFESSIONAL OPERATING AND MANAGEMENT  
AGREEMENT FOR WATER SERVICE**

This First Amendment to Professional Operating and Management Agreement for Water Service (this “Amendment”) is made this \_\_\_\_ day of July, 2020 between Martin County Water District (hereinafter referred to as “Utility”) and Alliance Water Resources, Inc., a Missouri corporation (hereinafter referred to as “Alliance”).

**RECITALS**

**WHEREAS**, Utility and Alliance executed that certain Professional Operating and Management Agreement dated November 20, 2019 (the “Original Agreement”), in regards to water service for the management, operation and maintenance of the public utility system in certain areas in Martin County, Kentucky and certain adjacent counties as more particularly described in the Original Agreement; and

**WHEREAS**, the Original Agreement remains in full force and effect; and

**WHEREAS**, the Original Agreement permits the Original Agreement to be modified by written amendment signed by both parties; and

**WHEREAS**, Utility and Alliance desire to make certain limited modifications to certain specific terms and conditions of the Original Agreement pertaining to insurance requirements as more fully and only as set forth below;

**NOW, THEREFORE**, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Utility and Alliance hereby agree as follows:

1. Amendment to Insurance Requirement. Utility and Alliance each agrees to modify the following specific section of the Original Agreement as follows:

- Section 5.9(d) of the Original Agreement, which currently reads “Property damage, liability and directors’ liability insurance,” shall now instead read as a result of this Amendment: “Property damage and directors’ liability insurance.”
  
- ~~The following paragraph contained in Exhibit E of the Original Agreement, paragraph 1 under the section titled “Each Party:”, and which currently reads “[Each Party] Shall maintain adequate property insurance for its equipment and real and personal property, including but not limited to extended coverage.”, shall now instead read as a result of this Amendment: “[Each Party] Shall maintain adequate property insurance for its equipment and personal property, including but not limited to extended coverage and inland marine coverage.”.”~~

- ~~The following additional paragraph is added to contained in Exhibit E of the Original Agreement, paragraph 2 under the section titled "Each Party:"~~

3. ~~In satisfaction of the foregoing requirements, Utility may, but is not required to, purchase its own insurance through Alliance's insurance broker."~~

- ~~, and which currently reads as set forth below, is now deleted and the obligations contained therein removed as part of this Amendment:~~

~~[Each Party] "Shall provide respect to its owned/leased vehicles, primary Commercial Automobile Liability Insurance for bodily injury and/or property damage with \$1,000,000 per occurrence. Utility's auto insurance shall be primary on its owned/leased vehicles, and Alliance's auto insurance shall be primary on its owned/leased vehicles, regardless of the vehicle's drive.~~

2. Utility and Alliance each represents to the other than the party signing this Amendment on its behalf has the authority to do so and has received all necessary consent and approvals to enter into the agreement set forth in this Amendment and such agreement shall be binding upon Utility and Alliance and their respective successors and assigns.

3. Except as modified as set forth this Amendment, all of the terms and provisions of the Original Agreement, including all Exhibits thereto except as modified as set forth in this Agreement, remain unchanged and in full force and effect and Utility and Alliance ratify and confirm same. Utility and Alliance acknowledge and agree that the Original Agreement, as modified by this Amendment, sets forth the entire agreement between Utility and Alliance. In case of conflict between the terms and provisions of the Original Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

4. This Amendment may be executed in counterparts, each of which shall constitute an original, and which together constitute one and the same agreement.

5. All terms and definitions used in this Amendment not herein defined are to be given the definition of the term as provided in the Original Agreement, unless specifically stated otherwise.

[Remainder of Page deliberately left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be herewith affixed and attested by their respective officers having custody thereof the day and year first above written.

UTILITY:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk

ALLIANCE WATER RESOURCES, INC.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

## EXHIBIT 2

# FIRST AMENDMENT TO ALLIANCE CONTRACT WITH MARTIN COUNTY WATER DISTRICT



**FIRST AMENDMENT TO PROFESSIONAL OPERATING AND MANAGEMENT  
AGREEMENT FOR WATER SERVICE**

This First Amendment to Professional Operating and Management Agreement for Water Service (this “Amendment”) is made this \_\_\_\_ day of July, 2020 between Martin County Water District (hereinafter referred to as “Utility”) and Alliance Water Resources, Inc., a Missouri corporation (hereinafter referred to as “Alliance”).

**RECITALS**

**WHEREAS**, Utility and Alliance executed that certain Professional Operating and Management Agreement dated November 20, 2019 (the “Original Agreement”), in regards to water service for the management, operation and maintenance of the public utility system in certain areas in Martin County, Kentucky and certain adjacent counties as more particularly described in the Original Agreement; and

**WHEREAS**, the Original Agreement remains in full force and effect; and

**WHEREAS**, the Original Agreement permits the Original Agreement to be modified by written amendment signed by both parties; and

**WHEREAS**, Utility and Alliance desire to make certain limited modifications to certain specific terms and conditions of the Original Agreement pertaining to insurance requirements as more fully and only as set forth below;

**NOW, THEREFORE**, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Utility and Alliance hereby agree as follows:

1. Amendment to Insurance Requirement. Utility and Alliance each agrees to modify the following specific section of the Original Agreement as follows:

- Section 5.9(d) of the Original Agreement, which currently reads “Property damage, liability and directors’ liability insurance,” shall now instead read as a result of this Amendment: “Property damage and directors’ liability insurance.”
- The following paragraph contained in Exhibit E of the Original Agreement, paragraph 1 under the section titled “Each Party:”, and which currently reads “[Each Party] Shall maintain adequate property insurance for its equipment and real and personal property, including but not limited to extended coverage.”, shall now instead read as a result of this Amendment: “[Each Party] Shall maintain adequate property insurance for its equipment and personal property, including but not limited to extended coverage and inland marine coverage.”

- The following additional paragraph is added to Exhibit E of the Original Agreement, under the section titled “Each Party:”:

3. “In satisfaction of the foregoing requirements, Utility may, but is not required to, purchase its own insurance through Alliance’s insurance broker.”

2. Utility and Alliance each represents to the other than the party signing this Amendment on its behalf has the authority to do so and has received all necessary consent and approvals to enter into the agreement set forth in this Amendment and such agreement shall be binding upon Utility and Alliance and their respective successors and assigns.

3. Except as modified as set forth this Amendment, all of the terms and provisions of the Original Agreement, including all Exhibits thereto except as modified as set forth in this Agreement, remain unchanged and in full force and effect and Utility and Alliance ratify and confirm same. Utility and Alliance acknowledge and agree that the Original Agreement, as modified by this Amendment, sets forth the entire agreement between Utility and Alliance. In case of conflict between the terms and provisions of the Original Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control.

4. This Amendment may be executed in counterparts, each of which shall constitute an original, and which together constitute one and the same agreement.

5. All terms and definitions used in this Amendment not herein defined are to be given the definition of the term as provided in the Original Agreement, unless specifically stated otherwise.

[Remainder of Page deliberately left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be herewith affixed and attested by their respective officers having custody thereof the day and year first above written.

UTILITY:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk

ALLIANCE WATER RESOURCES, INC.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary