

CRITTENDEN-LIVINGSTON County Water District

620 East Main • Salem, Kentucky 42078

Phone (270) 988-2680 • Fax (270) 988-4892

To The Lyon County Water District:

The new wholesale rate will be \$3.34 per 1,000 gallons effective after May 23, 2021. See Appendix A.3.

Thank You,

Ronnie Slayden
Superintendent

FOR Crittenden-Livingston County, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

1st Revised SHEET NO. 4.2

Crittenden-Livingston County Water District
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

Original SHEET NO. 4.2

A.3. MONTHLY RATES:

PHASE III (Effective for Service Rendered On and After May 23, 2021)

5/8" x 3/4" Meter

First 1,000 gallons	\$24.76	Minimum Bill	(1)
Next 9,000 gallons	14.08	per 1,000 gallons	
Next 10,000 gallons	12.06	per 1,000 gallons	
Over 20,000 gallons	9.52	per 1,000 gallons	

1" Meter

First 5,000 gallons	\$81.08	Minimum Bill	
Next 5,000 gallons	14.08	per 1,000 gallons	
Next 10,000 gallons	12.06	per 1,000 gallons	
Over 20,000 gallons	9.52	per 1,000 gallons	

2" Meter

First 15,000 gallons	\$211.78	Minimum Bill	
Next 5,000 gallons	12.06	per 1,000 gallons	
Over 20,000 gallons	9.52	per 1,000 gallons	

Bulk Sales \$9.52 per 1,000 gallons

Wholesale \$3.34 per 1,000 gallons

DATE OF ISSUE June 19, 2019
Month / Date / Year

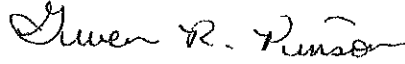
DATE EFFECTIVE May 23, 2019
Month / Date / Year

ISSUED BY /s/ Ronnie Slayden
(Signature of Officer)

TITLE Superintendent

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00414 DATED May 23, 2019

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director

EFFECTIVE 5/23/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FEB 13 2017

Form RD 442-10
(Rev. 10-96)

Position 3

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0573-0015

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 1st day of August, 2016 between the Crittenden-Livingston County Water District

620 E. Main Street, Salem, Kentucky 42078
(Address)

hereinafter referred to as the "Seller" and the Lyon County Water District

Post Office Box 409, Kullawa, Kentucky 42055
(Address)

hereinafter referred to as the "Purchaser".

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of Chapter 74 of the Code of Kentucky, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

Whereas, by resolution No. _____ enacted on the 22 day of AUGUST, 2016 by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said resolution was approved, and the execution of this contract carrying out the said resolution by the Crittenden-Livingston Co. WD, and attested by the Secretary, was duly authorized, and

Whereas, by resolution _____ of the Lyon County Water District of the Purchaser, enacted on the 6 day of Nov, 2016, the purchase of water from the Seller in accordance with the terms set forth in the said resolution was approved, and the execution of this contract by the Lyon County Water District, and attested by the Secretary was duly authorized,

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The Seller Agrees:

1 (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Commonwealth of Kentucky, Pure Drinking Water Standards in such quantity as may be required by the Purchaser not to exceed 1.1 Million gallons per month.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Customer Service Center, 3107 7000 Independence Avenue, S.W., Washington, D.C. 20250-5902. Please DO NOT RETURN this form to this address. Forward to the Social Security Administration. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated at PSI - 65 from an existing 10" inch main supply at a point located

Hwy 295 N
If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophic shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering Equipment) To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate.

The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the 6 months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on

around the 15th An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. (Billing Procedure) To furnish the Purchaser at the above address not later than the 5th day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

B. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the 15th day of each month, for water delivered in accordance with the following schedule of rates:

- a. \$ 2.58 36 days 8-25-16 for the first 1000 gallons, which amount shall also be the minimum rate per month.
- b. \$ 0.58 cents per 1000 gallons for water in excess of 1000 gallons but less than 1.1 gallons.
- c. \$ — cents per 1000 gallons for water in excess of — gallons.

2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system of the Purchaser, the sum of N/A dollars which shall cover any and all costs of the Seller for installation of the metering equipment and

C It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this contract shall extend for a term of 41 years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.
2. (Delivery of Water) That 30 days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.
3. (Water for Testing) When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at that time, at a flat charge of \$ 2,500/1000 which will be paid by the contractor or, on his failure to pay, by the Purchaser.
4. (Failure to Deliver) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.
5. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification at the end of every 1 year period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.
6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
7. (Miscellaneous) That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through Rural Development of the United States Department of Agriculture, and the provisions here of pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of Rural Development.
8. (Successor to the Purchaser) That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in 3 counterparts, each of which shall constitute an original.

Seller:

Crittenden-Livingston Water District

By Randell O'Boyer

Title Chairman

Attest:

Bill A. Baret
Secretary

Purchaser:

Lyon County Water District

By Don Johnston

Title Chairman

Attest:

John Gutter
Secretary

This contract is approved on behalf of Rural Development this 10th day of February, 2017.

By John H. H. H.

Title Program Director

**RESOLUTION TO APPROVE WATER PURCHASE CONTRACT
WITH THE CRITTENDEN-LIVINGSTON WATER DISTRICT**

WHEREAS, it is deemed to be in the best interest of the Lyon County Water District and its customers that the Lyon County Water District enter into a water purchase agreement with the Crittenden-Livingston Water District;

BE IT THEREFORE RESOLVED by the Board of the Lyon County Water District to adopt and approve the Water Purchase Contract as between the Lyon County Water District and the Crittenden-Livingston Water District dated August 1, 2016.

Done this 15th day of November, 2016, by unanimous action of the Lyon County Water District Board.



Don Robertson, Chairman



Chris Sutton, Secretary

RESOLUTION 2016 8/22

RESOLUTION FOR AGREEMENT FOR WATER PURCHASE CONTRACT
WITH THE CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT

WHEREAS, the Lyon County Water District of Lyon County, Kentucky has committed to improve and enhance community livability for the citizens they serve; and

WHEREAS, assistance is available through the USDA Rural Development Program; and

NOW, THEREFORE, BE IT RESOLVED, that the Crittenden-Livingston County Water District of Crittenden and Livingston Counties, Kentucky, in an effort to support the Lyon County water District's effort shall enter into said contract attached hereto and incorporated by reference;

BE IT FURTHER RESOLVED, that the Board of Commissioners are in support of said contract.

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners of the Crittenden-Livingston County Water District is authorized to enter into and execute attached contract.

READ AND ADOPTED IN OPEN MEETING THIS THE 22nd DAY OF August, 2016.



Joe Kaiser, Vice- Chairman
Board of Commissioners
Crittenden-Livingston Co. Water District

ATTEST:



Abbie Belt
Office Manager