Request for Information 1-1:

Refer to the Response to Order and Motion for Acceptance of Water Purchase Contract (Response), pages 2-3. Explain whether Ledbetter Water District (Ledbetter District) was the only water district affected by the decision to delay the implementation of wholesale rates. If any other wholesale customer was affected identify the affected customers and explain how they were affected.

Response: Crittenden-Livingston County Water District ("Crittenden-Livingston") provides wholesale water service to the City of Smithland, the City of Grand Rivers, the Caldwell County Water District, the Webster County Water District, the Lyon County Water District, the Ledbetter Water District, the City of Salem, the City of Marion. The Crittenden-Livingston Board of Commissioners met on November 24, 2025 for its monthly meeting at which it discussed the Public Service Commission's (the "Commission") Order establishing a wholesale rate increase. The Board made the decision to delay the implementation of increased wholesale rates for all wholesale customers until March 2026 to provide ample notice of the rate increase. Crittenden-Livingston notified all wholesale customers by letter in December 2025 to inform them of the increased rate that would take effect in March 2026. Crittenden-Livingston has now implemented the increased rate to all wholesale water customers.

Witness: Abbie Adamson

Request for Information 1-2:

Refer to the Response, page 5. Provide the notice of the rate increase for each wholesale customer.

Response: Please see Attachment 1-2.

Witness: Abbie Adamson

CRITTENDEN-LIVINGSTON
COUNTY WATER DISTRICT
620 E. Main St. • Salem, Kentucky 42078 Phone (270) 988-2680 • Fax (270) 988-4892

December 23, 2025

To The City of Smithland:

This letter is to inform you of an upcoming increase of 13.07% to our water rates for wholesale customers. The new rate for wholesale customers will be $0.00378 per gallon and will be effective as of March 27, 2026.

I have included an update rate sheet and will be happy to answer any questions in regards to this increase.

Thank You,

Abbie Adamson

Abbie Adamson,
Superintendent

CRITTENDEN-LIVINGSTON
COUNTY WATER DISTRICT

620 E. Main St. • Salem, Kentucky 42078 Phone (270) 988-2680 • Fax (270) 988-4892

December 23, 2025

To The City of Grand Rivers:

This letter is to inform you of an upcoming increase of 13.07% to our water rates for wholesale customers. The new rate for wholesale customers will be $0.00378 per gallon and will be effective as of March 27, 2026.

I have included an update rate sheet and will be happy to answer any questions in regards to this increase.

Thank You,

Abbie Adamson

Abbie Adamson,
Superintendent

CRITTENDEN-LIVINGSTON
COUNTY WATER DISTRICT

620 E. Main St. • Salem, Kentucky 42078 Phone (270) 988-2680 • Fax (270) 988-4892

December 23, 2025

To The Caldwell County Water District:

This letter is to inform you of an upcoming increase of 13.07% to our water rates for wholesale customers. The new rate for wholesale customers will be $0.00378 per gallon and will be effective as of March 27, 2026.

I have included an update rate sheet and will be happy to answer any questions in regards to this increase.

Thank You,

Abbie Adamson

Abbie Adamson,
Superintendent

CRITTENDEN-LIVINGSTON
COUNTY WATER DISTRICT

620 E. Main St. • Salem, Kentucky 42078 Phone (270) 988-2680 • Fax (270) 988-4892

December 23, 2025

To The Webster County Water District:

This letter is to inform you of an upcoming increase of 13.07% to our water rates for wholesale customers. The new rate for wholesale customers will be $0.00378 per gallon and will be effective as of March 27, 2026.

I have included an update rate sheet and will be happy to answer any questions in regards to this increase.

Thank You,

Abbie Adamson

Abbie Adamson,
Superintendent

CRITTENDEN-LIVINGSTON
COUNTY WATER DISTRICT

620 E. Main St. • Salem, Kentucky 42078 Phone (270) 988-2680 • Fax (270) 988-4892

December 23, 2025

To The Lyon County Water District:

This letter is to inform you of an upcoming increase of 13.07% to our water rates for wholesale customers. The new rate for wholesale customers will be $0.00378 per gallon and will be effective as of March 27, 2026.

I have included an update rate sheet and will be happy to answer any questions in regards to this increase.

Thank You,

Abbie Adamson

Abbie Adamson,
Superintendent

CRITTENDEN-LIVINGSTON
COUNTY WATER DISTRICT

620 E. Main St. • Salem, Kentucky 42078 Phone (270) 988-2680 • Fax (270) 988-4892

December 23, 2025

To The Ledbetter Water District:

This letter is to inform you of an upcoming increase of 13.07% to our water rates for wholesale customers. The new rate for wholesale customers will be $0.00378 per gallon and will be effective as of March 27, 2026.

I have included an update rate sheet and will be happy to answer any questions in regards to this increase.

Thank You,

Abbie Adamson

Abbie Adamson,
Superintendent

CRITTENDEN-LIVINGSTON
COUNTY WATER DISTRICT

620 E. Main St. • Salem, Kentucky 42078 Phone (270) 988-2680 • Fax (270) 988-4892

December 23, 2025

To The City of Salem:

This letter is to inform you of an upcoming increase of 13.07% to our water rates for wholesale customers. The new rate for wholesale customers will be $0.00378 per gallon and will be effective as of March 27, 2026.

I have included an update rate sheet and will be happy to answer any questions in regards to this increase.

Thank You,

Abbie Adamson

Abbie Adamson
Superintendent

CRITTENDEN-LIVINGSTON
COUNTY WATER DISTRICT

620 E. Main St. • Salem, Kentucky 42078 Phone (270) 988-2680 • Fax (270) 988-4892

December 23, 2025

To The City of Marion:

This letter is to inform you of an upcoming increase of 13.07% to our water rates for wholesale customers. The new rate for wholesale customers will be $0.00378 per gallon and will be effective as of March 27, 2026.

I have included an update rate sheet and will be happy to answer any questions in regards to this increase.

Thank You,

Abbie Adamson

Abbie Adamson,
Superintendent

Request for Information 1-3:

Refer to the Response, generally. Refer also to the Response, page 5. "Crittenden-Livingston now submits with this Response copies of each water purchase agreement, including the Contract with Ledbetter, with revised rate schedules, for Commission review."

a. Explain whether Crittenden-Livingston District intended to file all water purchase agreements with its response.

b. Confirm that all water purchase agreements, effective at the time of filing, were filed with Crittenden-Livingston District's response.

c. If unable to confirm, identify and submit any water purchase agreements that were omitted.

Response: Crittenden-Livingston County Water District ("Crittenden-Livingston") intended to file all water purchase agreements with its response. In an oversight, it did not attach all agreements to the response. Please see Attachment 1-3.

Witness: Abbie Adamson

City of Smithland

WATER PURCHASE CONTRACT

THIS CONTRACT, made and entered into this 20th day of Jan, 2000, by and between the CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT, a municipal corporation organized as a water district under Chapter 74 of the Kentucky Revised Statutes, a party of the first part, hereinafter referred to as the "Seller", and the City of Smithland J.W.C., party of the second part, hereinafter referred to as the "Purchaser",

W I T N E S S E T H:

WHEREAS, the Seller is in the process of arranging the construction of an addition to the waterworks system, including an enlargement of the water treatment plant and extending their distribution system and to finance the costs (not otherwise provided) of such construction.

WHEREAS, the Purchaser is in need of an additional source of water to serve the citizens and residents of its service area, and

WHEREAS, upon completion of the aforesaid addition to the water system, the seller will have a water plant or plants of sufficient capacity to provide for the currently anticipated needs and requirements of the customers of the Seller and further to serve the Purchaser a minimum of 1 million J.W.C. gallons per month with no set maximum, of the water needed by the Purchaser, and

WHEREAS, the Seller is willing to sell the Purchaser a minimum supply of 1 million J.W.C. gallons of available water

which is reasonably expected to be available to Seller after providing for the reasonably anticipated water service obligations of the Seller to its own residents, and

WHEREAS, the governing bodies of the Purchaser and of the Seller have duly authorized the execution of this Contract,

NOW, THEREFORE, in consideration of the premises, of the mutual covenants and agreements herein contained, of the prompt payment of the rates as herein agreed to and set out, and of the prompt delivery of the water supply as herein agreed to and set out, the parties hereto have agreed as follows:

1. The Seller agrees to sell and deliver to the Purchaser, and the Purchaser agrees to purchase and receive from the Seller, a minimum of 1 million J.W.C. gallons per month with no set maximum for whatever purposes desired by the Purchaser and for such others as the Purchaser may contract with for the furnishing of water, subject to the terms and conditions set out herein.

2. This Contract shall become effective upon the completion of the construction of the addition to the waterworks system of the Seller to the extent sufficient to enable the Seller to begin serving water to the Purchaser, and shall continue for a period of 40 J.W.C. years certain thereafter; provided, that in the event any court of competent jurisdiction shall ever hold that the duration of

this Contract is illegal by reason of being in excess of twenty (20) years, then it is agreed by the parties that this Contract shall be effective for a period of twenty (20) years or for such shorter period as shall be determined to be valid by a final decision of such court; provided further, however, this clause is not to be construed as indicating any doubt as to the validity or effectiveness of said forty (40) years' provision or of any other provisions of this Contract.

3. The effectiveness of this Contract is subject to the award by the Seller of contracts for the construction of the addition to its waterworks system after approval by the Public Service Commission of Kentucky, and the effectiveness of this Contract is also subject to the approval of said Public Service Commission and the Rural Development Administration.

4. The quality of water delivered by the Seller to the Purchaser hereunder shall meet the standards of the United States Public Health Service Limitations for Drinking Water.

5. The Seller shall install a ~~6 inch~~ 6 in. water line from its water treatment facilities located at Pinckneyville, Kentucky, to a point (the "Connection Point") which Connection Point will intersect with the existing water line of the Purchaser at ~~from Chapel Road~~ Hwy. 1.

6. The Seller shall maintain water pressure sufficient to fill any tank in service by Purchaser at the Connection Point at all times, except in cases of unavoidable casualty.

acts of God, strikes, or other instances beyond the reasonable control of the Seller.

7. The Seller shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to the Purchaser and to avoid any shortage or interruption of service thereof. The minimum amount which the Seller must furnish during any month shall be not less that a total of 1 million J.W.C. The minimum amount which Seller must furnish during any 24 hour period shall by an amount not less than a total of 33,333 J.W.C. gallons of water for such 24 hour period or not to be less than a rate of 23 J.W.C. gallons per minute during any 24 hour period. The Seller shall not be liable for any failure, interruption, or shortage of water or any loss or damage resulting therefrom, occasioned in whole or in part by any cause beyond the reasonable control of the Seller.

8. 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.

9. If the Seller fails to provide to the Purchaser the quantity of water as stated in this contract or fails to comply with state standards concerning the quality of the water provided, the Seller agrees to pay to the Purchaser, the difference in the cost of purchasing water from the Seller and from the Seller and from a third party and exceeding the Purchaser's reasonable ability to make.

10. The Seller's boundaries shall meet the Purchaser's boundaries in accordance with the metes and bounds description attached hereto as Attachment A.

11. A master meter or meters (the "Master Meter") shall be furnished and installed at the expense of the Seller and shall be located within the boundaries of the Purchaser at the Connection Point. Such Master Meter shall be equipped (also at the expense of the Seller) with a check valve or valves which shall be located at a reasonable place or places at or near the Connection Point, as shall be mutually agreed upon by the parties. Such Master Meter and check valve(s) shall measure the quantity of water furnished by the Seller and used by the Purchaser, on a monthly basis, and will determine the monthly amounts to be paid by the Purchaser to the Seller for such water, subject to all applicable conditions and limitations specified herein.

12. The Master Meter shall be checked by both the Seller and the Purchaser through their authorized agent(s) or

employee(s), and said Master Meter shall be maintained and tested according to any applicable rules and regulations of the Public Service Commission of Kentucky, and if found to be inaccurate, shall be corrected as soon as practicable (and adjustments based on such meter testings shall be made in previous payments to conform to the results of such tests).

13. The Master Meter shall measure the water furnished by the Seller and used by the Purchaser on a daily basis, and will determine the monthly amounts to be paid by the Purchaser to the Seller for such water. Said Master Meter shall be read periodically, at least once each ten days, by an officially designated employee of the Seller and such Master Meter shall be accessible at all reasonable times to an officially designated employee of the Purchaser for the purpose of reading and checking same. The official readings, which will determine the basis of the charges rendered to the Purchaser, will be the readings made by the Seller.

14. The Seller agrees that at its own expense, it will procure, furnish, install, operate, and maintain the necessary facilities, right-of-ways, and easements required to furnish the water service necessary to serve the Connection Point.

15. The Purchaser agrees to pay for the water so sold and delivered to the Connection Point, for the first two years after the date of the initial delivery of water by the Seller to the Purchaser, which initial delivery shall begin

no later than July 1, 2001, at the rate of $1.83 per 1,000 gallons; provided however, that upon the expiration of such initial two-year period and in any year thereafter for the extent of this Contract, such rate may be adjusted by the Seller upon 90 days' notice from the Seller to the Purchaser, as follows:

Upon written request of either party, made at least ninety (90) days in advance of the proposed effective date of such adjustment, which requests shall not be made more frequently than once per year, such rates shall be adjusted based on any increase of decrease in the costs borne by the Seller since the beginning of the initial effective period of such rates, or since the last adjustment in rates between the parties, whichever is later, the cost increases so taken into account being the costs of producing and delivering water to the Master Meter of the Purchaser, such costs to be determined based upon the certified audit of the records of the Seller by a certified public accountant, a copy of which audit shall be furnished to the Purchaser. Any adjustment in rates shall be subject to review and final approval by the Public Service Commission of Kentucky. Such costs per 1,000 gallons of producing water shall be based on the total number of gallons of water produced by the Seller, regardless of the amount of water sold by the Seller to the Purchaser.

As set out above, any increase or decrease in rates shall be based on a demonstrable increase or decrease in the

costs or performance hereunder, but such costs shall not include increased capitalization (being defined as "increased valuation without capital expenditure") of the Seller's system. All provisions of this contract may be modified or altered by mutual agreement.

16. The Purchaser agrees to maintain and repair, and keep all of its mains, pipes, services, and facilities in reasonably good condition to enable it to continue purchasing water from the Seller.

17. The Purchaser assumes all responsibility for its own billing and for maintenance of its own system, the responsibility of the Seller being solely to deliver water to the Purchaser at the Connection Point. The Purchaser will assume the burden and cost of distribution of the water to its customers from the point of the Master Meter, including the cost of all electric power, insurance, pumping, storage, and related expense. If any booster pumping station is required by the Purchaser in order to effect the distribution of water purchased from the Seller from the point of the Master Meter to the customers of the Purchaser, the entire cost of such booster pumping station will be borne by the Purchaser, provided, however, that if and to the extent that any such booster pumping station shall be required in order to enable the Seller to deliver water at the Connection Point, the cost thereof will be borne by the Seller.

18. In the event that the population of the territory of

the Seller should increase to such an extent that the existing facilities of the Seller cannot adequately serve said population, and if same should occur before existing facilities can be expanded by the Seller to meet such contingency, the quantity of water supplied to the Purchaser may then be reduced by the same percentage as such quantity is reduced to all other customers of the Seller, for a period of time sufficient to enable the Seller to expand.

19. The construction of the addition to the plant and water supply distribution system by the Seller is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through the Rural Development Association of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Seller are conditioned upon the approval, in writing, of the State Director of the Rural Development Association. All rights of the Seller herein are hereby assigned to the Rural Development Association so long as it is the owner of all of the outstanding Bonds of the Seller; provided that if and whenever any or all of such Bonds shall be sold to a different owner or owners, such rights shall vest in such other owners in proportion to the amount of Bonds owned by such other owners. The Seller further agrees to transfer to any bona fide Receiver or other subsequent operator of the Seller's system, pursuant to any valid Court order in a proceeding brought to enforce collection or

payment of the Seller's obligations under any Bonds outstanding against the Seller's system, all rights of the Seller under this Contract, conditionally, for such time only as such Receiver or operator shall operate by authority of the Court.

20. Nothing contained in this Contract is to be construed or intended by the parties as divesting the Public Service Commission of Kentucky of any of its authority, jurisdiction, control, or prerogatives in connection with either of the parties.

21. 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.

22. If any section, paragraph, or clause of this Contract be held invalid, the invalidity of such section, paragraph, or clause shall not effect any of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the Seller, by resolution duly adopted by its Board of Commissioners, authorizing its Chairman and its Secretary, and the Purchaser, by Ordinance duly enacted by its Commission, authorizing its Mayor and its City Clerk to affix their respective signatures, together with the seals of said respective parties, have hereunto executed this Contract, as of the date first hereinabove

written.

(Seal of District)

CRITTENDEN-LIVINGSTON COUNTY
WATER DISTRICT

J. W. Clarke
VICE-CHAIRMAN

ATTEST:

Sidney Parker
SECRETARY

(Seal of City)

CITY OF _____

Pamela W. Grace
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION

WHEREAS, the City of Smithland is in need of a dependable, long-term source of drinking water, and,

WHEREAS, the Crittenden-Livingston Water District is in the process of expanding facilities to enable said District to supply water to Smithland and other communities, and,

WHEREAS, a water purchase contract between the Crittenden-Livingston Water District and the City of Smithland is deemed necessary,

NOW, THEREFORE, be it resolved that H. Clay Elrod and Hiriam P. Smith, commissioners, be appointed to review and make recommendations to the City Commission on approval of a water purchase contract between the City of Smithland and the Crittenden-Livingston Water District.

Approved and adopted this 20th day of January, 2000.

James Greer, Mayor

George Green, Commissioner

Thomas Cothron, Commissioner

H. Clay Elrod, Commissioner

Hiriam P. Smith, Commissioner

Attest:
Ruth Ann Powell, Clerk

City of Grand Rivers

122 West Cumberland Avenue • P.O. Box 265 • Grand Rivers, Kentucky 42045
(502) 362-8272

June 16, 2000

Mr. Donnie Beavers, District Superintendent
Crittenden –Livingston County Water District
Post Office Box 495
Salem, Kentucky 42078-0495

Re: Phase VI Improvements
Grand Rivers Water System
Letter of Intent

Dear Mr. Beavers:

It is the intent of Grand Rivers to begin purchasing water from the Crittenden-Livingston County Water District immediately upon completion of the Phase VI Improvements. We are committing for a minimum of 60 million gallons per year (5 million per month) and in actuality we will be purchasing all our water needs no later than 2003.

Sincerely,
CITY OF GRAND RIVERS

Randell O'Bryan
City Manager

WATER PURCHASE CONTRACT

THIS CONTRACT, made and entered into this 25th day of April, 2000, by and between the CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT, organized as a water district under Chapter 74 of the Kentucky Revised Statutes, party of the first part, hereinafter referred to as the "Seller", and the CITY OF GRAND RIVERS, KENTUCKY, a municipal corporation of the 5th class, under the laws of the Commonwealth of Kentucky, party of the second part, hereinafter referred to as the "purchaser",

WITNESSETH:

WHEREAS, the Seller is in the process of arranging the construction of an addition to the waterworks system, including an enlargement of the water treatment plant and extending their distribution system, to serve across the South Side of the Cumberland River, and to finance the cost (not otherwise provided) of such construction.

WHEREAS, the Purchaser is in need of an additional source of water to serve the citizens and residents of its service area, and

WHEREAS, upon completion of the aforesaid addition to the water system, the seller will have a water plant or plants of sufficient capacity to provide for the currently anticipated needs and requirements of the customers of the Seller and further to serve the Purchaser a minimum of five (5) million gallons per month with no set maximum, of the water needed by the Purchaser, and

WHEREAS, the Seller is willing to sell the Purchaser a minimum supply of five (5) million gallons of available water which is reasonably expected to be available to the seller after providing for the reasonably anticipated water service obligations of the Seller to its own residents, and

WHEREAS, the governing bodies of the Purchaser and the Seller have duly authorized the execution of this contract,

NOW, THEREFORE, in consideration of the premises, of the mutual covenants and agreements herein contained, of the prompt payment of the rates as herein

agreed to and set out, and of the prompt delivery of the water supply as herein agreed to and set out, the parties hereto have agreed as follows:

1. The Seller agrees to sell and deliver to the Purchaser, and the Purchaser agrees to purchase and receive from the Seller, a minimum of five (5) million gallons per month with no set maximum for whatever purposes desired by the Purchaser and for such others as the Purchaser may contract with for the furnishing of water, subject to the terms and conditions set out herein.

2. This Contract shall become effective upon the completion of the construction of the addition to the waterworks system of the Seller to the extent sufficient to enable the Seller to begin serving water to the purchaser, and in no event later than July 1, 2001, and shall continue for a period of forty (40) years certain thereafter; provided, that in the event any court of competent jurisdiction shall ever hold that the duration of this Contract is illegal by reason of being in excess of twenty (20) years, then it is agreed by the parties that this Contract shall be effective for a period of twenty (20) years or for such shorter period as shall be determined to be valid by a final decision of such court; provided further, however, this clause is not to be construed as indicating any doubt as to the validity or effectiveness of said forty (40) years' provision or any other provisions of this Contract.

3. The effectiveness of this Contract is subject to the award by the Seller of contracts for the construction of the addition to its waterworks system after approval by the Public Service Commission of Kentucky, and the effectiveness of this Contract is also subject to the approval of said Public Service Commission and the Rural Development Administration.

4. The quality of water delivered by the Seller to the Purchaser hereunder shall meet the standards of the United States Public Health Service Limitations for Drinking Water.

5. The Seller shall install a twelve (12) inch water line from its water tank located on Heater Store Road, to its intersection with Ky. Hwy. 453, then south and parallel with Ky. Hwy. 453 to Newbern Rd. then an eight (8) inch water line parallel with Ky. Hwy. 453 to the "Connection Point" at or near Jake Dukes Rd. on the South

side of the Cumberland River, which Connection Point will intersect with the existing ten (10) inch water line of the Purchaser at Highway 453 and Jake Duke Road.

6. The Seller shall maintain water pressure of not less than 50 pounds per square inch at the Connection Point at all times, except in cases of unavoidable casualty, acts of God, strikes, or other instances beyond the reasonable control of the Seller.
7. The Seller shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to the Purchaser and to avoid any shortage or interruption of service thereof. The minimum amount, which the Seller must furnish during any month, shall not be less than a total of five (5) million gallons. The minimum amount which the Seller must furnish during any 24 hour period shall be an amount not less than a total of seven hundred twenty thousand (720,000) gallons of water for such 24 hour period or not to be less than a rate of five hundred (500) gallons per minute during any 24 hour period. The Seller shall not be liable for any failure, interruption, or shortage of water or any loss or damage resulting therefrom occasioned in whole or in part by any cause beyond the reasonable control of the Seller.
8. That the Seller will, at all time, 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 failure 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 customer or consumer shall be reduced or diminished in the same ratio or proportion as the supply to the Seller's customer or consumer is reduced or diminished.
9. If the Seller fails to provide to the Purchaser the quality of water as stated in this contract or fails to comply with state and or federal standards concerning the quality of the water provided, the Seller agrees to pay to the Purchaser, the difference in the cost of purchasing water from the Seller and the seller

purchasing water from a third party and exceeding the Purchaser's reasonable ability to make.

10. The Seller's boundaries shall meet the Purchaser's boundaries in accordance with the metes and bounds description attached hereto as Attachment A.
11. A master meter or meters (the "Master Meter") shall be furnished and installed at the expense of the Seller and shall be located within the boundaries of the Purchaser at the connection point. Such master meter shall be equipped (also at the expense of the Seller) with a check valve or valves which shall be located at a reasonable place or places at or near the Connection Point, as shall be mutually agreed upon by the parties. Such Master Meter and check valve(s) shall measure the quantity of water furnished by the Seller and used by the Purchaser, on a monthly basis, and will determine the monthly amounts to be paid by the Purchaser to the Seller for such water, subject to all applicable conditions and limitations specified herein.
12. The Master Meter shall be checked by both the Seller and the purchaser through their authorized agent(s) or employee(s), and said Master Meter shall be maintained and tested according to any applicable rules and regulations of the Public Service Commission of Kentucky, and if found to be inaccurate, shall be corrected as soon as practicable (and adjustments based on such meter testings shall be made in previous payments to conform to the results of such tests).
13. The Master Meter shall measure the water furnished by the Seller and used by the Purchaser on a daily basis, and will determine the monthly amounts to be paid by the Purchaser to the Seller for such water. Said Master Meter shall be read periodically, at least once each ten days, by an officially designated employee of the Seller and such Master Meter shall be accessible at all reasonable times to an officially designated employee of the Purchaser for the purpose of reading and checking same. The official reading, which will determine the basis of the charges rendered to the Purchaser, will be the readings made by the Seller.
14. The Seller agrees that at its own expense, it will procure, furnish, install, operate, and maintain the necessary facilities, right-of-way, and easements required to

furnish the water service necessary to serve the Purchaser to the Connection Point.

15. The Purchaser agrees to pay for the water so sold and delivered to the Connection Point, for the first two years after the date of the initial delivery of water by the Seller to the Purchaser, which initial delivery shall begin no later than July 1, 2001, at the rate of one dollar eighty-three cents ($1.83) per one thousand (1,000) gallons; provided however, that upon the expiration of such initial two-year period and in any year thereafter for the extent of this contract, such rate may be reviewed and/ or adjusted by the Seller upon 90 days' notice from either party to the other party, as follows:

16. Upon written request of either party, made at least ninety (90) days in advance of the proposed effective date of such adjustment, which requests shall not be made more frequently than once per year, such rates shall be adjusted based on any increase or decrease in the costs borne by the Seller since the beginning of the initial effective period of such rates, or since the last adjustment in rates between the parties, whichever is later, the cost increases or decreases so taken into account being the costs of producing and delivering water to the Master Meter of the Purchaser, such costs to be determined based upon the certified audit of the records of the Seller by a certified public accountant, a copy of which audit shall be furnished to the Purchaser. Any adjustment in rates shall be subject to review and final approval by the Public Service Commission of Kentucky. Such Costs per 1,000 gallons of producing water shall be based on the total number of gallons of water produced by the Seller, regardless of the amount of water sold by the Seller to the Purchaser.

17. As set out above, 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 (being defined as "increased valuation without capital expenditure") of the Seller's system. All provisions of this contract may be modified or altered by mutual agreement.

18. The Purchaser agrees to maintain and repair, and keep all of its mains, pipes, services and facilities in reasonably good condition to enable it to continue purchasing water from the Seller.
19. The Purchaser assumes all responsibility for its own billing and for maintenance of its own system, the responsibility of the Seller being solely to deliver water to the purchaser at the Connection Point. The Purchaser will assume the burden and cost of distribution of the water to its customers from the point of the Master Meter, including the cost of all-electric power, insurance, pumping, storage, and related expense. If any booster pumping station is required by the Purchaser in order to effect the distribution or water purchased from the Seller from the point of the Master Meter to the customers of the Purchaser, the entire cost of such booster pumping station will be borne by the Purchaser, provided, however, that if and to the extent that any such booster pumping station shall be required in order to enable the Seller to deliver water to the Connection Point, the cost thereof will be borne by the Seller.
20. In the event that the population of the territory of the Seller should increase to such an extent that the existing facilities of the Seller cannot adequately serve said population, and if same should occur before existing facilities can be extended by the Seller to meet such contingency, the quantity of water supplied to the Purchaser may then be reduced by the same percentage as such quantity is reduced to all other customers and consumers of the Seller, for a period of time sufficient to enable the Seller to expand.
21. The construction of the addition to the plant and water supply distribution system by the Seller is being financed by a loan made or insured by, and/or grant from, the United States of America, acting through the Rural Development Association of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Seller are conditioned upon the approval, in writing, of the State Director of the Rural Development Association. All rights of the Seller herein are hereby assigned to the Rural Development Association so long as it is the owner of all of the outstanding Bonds of the Seller; provided that if and whenever any or all of such Bonds shall be sold to a different owner or

owners, such rights shall vest in such other owners. The Seller further agrees to transfer to any bona fide Receiver or other subsequent operator of the Seller's system, pursuant to any valid Court order in a proceeding brought to enforce collection or payment of the Seller's obligations under any Bonds outstanding against the Seller's System, all rights if the Seller under this Contract, conditionally, for such time only as such Receiver or operator shall operate by authority of the Court.

22. Nothing contained in this Contract is to be construed or intended by the parties as divesting the Public Service Commission of Kentucky of any of its authority, jurisdiction, control, or prerogatives in connection with either of the parties.
23. 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.
24. If any section, paragraph, or clause of this Contract be held invalid, the invalidity of such section, paragraph, or clause shall not affect any of the remaining provisions of this Contract.
25. IN WITNESS WHEREOF, the seller, by resolution duly adopted by its Board of Commissioners, authorizing its Chairman and its Secretary, and Purchaser, by Ordinance duly enacted by its Commission, authorizing its Mayor and its City Clerk to affix their respective signatures, together with the seals of said respective parties, have hereunto executed this Contract, as of the date first hereinabove written.

(Seal of District)

CRITTENDEN/LIVINGSTON
COUNTY WATER DISTRICT

Vice J.W. Parker
CHAIRMAN

ATTEST:

Sidney Luker
SECRETARY

(Seal of City)

CITY OF GRAND RIVERS,
KENTUCKY

MAYOR

ATTEST:

CITY CLERK

WATER PURCHASE CONTRACT

THIS CONTRACT, made and entered into this 13th day of AUGUST 2019 by and between the CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT, a municipal corporation organized as a water district under Chapter 74 of the Kentucky Revised Statutes, party of the first part, hereinafter referred to as the "Seller", and the CALDWELL COUNTY WATER DISTRICT, a municipal corporation organized under the laws of the Commonwealth of Kentucky, party of the second part, hereinafter referred to as the "Purchaser",

WITNESSETH:

WHEREAS, the Seller has a waterworks system, including a water treatment plant and distribution system, to serve residents of the territory embraced by the seller, and

WHEREAS, The Purchaser contemplates the need, in the foreseeable future, of an additional source of water to serve the citizens and residents of its service area, and

WHEREAS, the Seller has a water plant or plants of sufficient capacity to provide for the currently anticipated needs and requirements of the customers of the Seller and further to serve the Purchaser all of the necessary water needed by the Purchaser, and

WHEREAS, the Seller is willing to sell the Purchaser a supply of available water at such times, as the Purchaser shall need water, which is reasonably expected to be available to the Seller after providing for the reasonably anticipated water service obligations of the Seller to its own residents, and

WHEREAS, the governing bodies of the Purchaser and of the Seller have authorized the execution of this Contract,

NOW, THEREFORE, in consideration of the premises, or the mutual covenants and agreements herein contained, of the prompt payment of the rates as herein agreed to and set out, and of the prompt delivery of the water supply as herein agreed to and set out, the parties hereto have agreed as follows:

1. This contract shall become effective immediately upon its execution and the Purchaser shall be entitled to receive water hereunder, at the option of the Purchaser, as needed, and this contract shall continue for a period of 15 years, at which time it may be renegotiated or extended by mutual agreement of both parties.
2. The effectiveness of this Contract is subject to the approval of the Public Service Commission of Kentucky.
3. The quality of water delivered by the Seller to the Purchaser hereunder shall meet the standards of the United States Public Health Service Limitations for Drinking Water.
4. The Seller shall maintain water pressure of not less than 50 psi at the Connection Point at all times, except in cases of unavoidable casualty, acts of God, strikes, or other instances beyond the control of the Seller.
5. The Seller shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to the Purchaser and to avoid any shortage or interruption of service thereof. The maximum amount which the Seller must furnish during any twenty-four (24) hour period shall be an amount not to exceed a total of 43,000 gallons of water for such twenty-four (24) hour period or not to exceed a rate of 30 gallons per minute during any twenty-four (24) hour period. The Seller shall not be liable for any failure, interruption, or shortage of water or any loss or damage resulting therefrom, occasioned in whole or in part by any cause beyond the reasonable control of the Seller.
6. 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.
7. A master meter or meters (the "Master Meter") shall be furnished and installed at the expense of the purchaser and shall be located at the present end of the line in Caldwell County at the intersection of Highway 139 and Blackburn Church Road. At or near the connection point a flush hydrant shall be installed with a valve to control the flush hydrant at the expense of the Purchaser. Such Master Meter shall measure the quantity of

water furnished by the Seller and used by the Purchaser, on a monthly basis, and will determine the monthly amounts to be paid by the Purchaser to the Seller for such water, subject to all applicable conditions and limitations specified herein.

8. The Master Meter shall be checked by both the Seller and the Purchaser through their authorized agent(s) or employee(s), and said Master Meter shall be maintained and tested according to any applicable rules and regulations of the Public Service Commission of Kentucky, and if found to be inaccurate, shall be corrected as soon as practicable (and adjustments based on such meter testings shall be made in previous payments to conform to the results of such tests if purchaser does not make a reasonable effort to correct the problem in a timely manner).
9. The Master Meter shall measure the water furnished by the Seller and used by the Purchaser on a daily basis, and will determine the monthly amounts to be paid by the Purchaser to the Seller for such water. Said Master Meter shall be read periodically, at least once a month, by an officially designated employee of the Seller and such Master Meter shall be accessible at all reasonable times to an officially designated employee of the Seller for the purpose of reading and checking same. The official readings, which will determine the basis of the charges rendered to the Purchaser, will be the readings made by the Purchaser.
10. The Seller will sell water to the Purchaser and will deliver same to the Connection Point, and the Purchaser agrees to purchase no minimum gallons each month and pay for such water at a rate of $2.83 for 1,000 gallons; provided, however, such rate may be adjusted by the Seller upon 90 days' written notice from the Seller to the Purchaser, as follows:

    Upon written request of either party, made at least ninety (90) days in advance of the proposed effective date of such adjustment, which requests shall not be made more frequently than once per year, such rates shall be adjusted based on any increase or decrease in the costs borne by the Seller since the beginning of the initial effective period of such rates, or since the last adjustment in rates between the parties, whichever is later, the cost increases so taken into account being the costs of producing and delivering water to the Master Meter of the Purchaser, such costs to be determined based upon the certified audit of the records of the Seller by a certified

public accountant, a copy of which audit shall be furnished to the Purchaser. Any adjustment in rates shall be subject to review and final approval by the Public Service Commission of Kentucky. Such costs per 1,000 gallons of producing water shall be based on the total number of gallons of water produced by the Seller, regardless of the amount of water sold by the Seller to the Purchaser.

As set out above, 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 (being defined as "increased valuation without capital expenditure") of the Seller's system. Other provisions of this Contract may be modified or altered by mutual agreement.

11. The Purchaser agrees to maintain and repair, and keep all of its mains, pipes, services, and facilities in reasonably good condition to enable it to continue purchasing water from the Seller.
12. The Purchaser assumes all responsibility for its own billing and for maintenance of its own system, the responsibility of the Seller being solely to deliver water to the Purchaser at the Connection Point. The Purchaser will assume the burden and cost of distribution of the water to its customers from the point of the Master Meter, including the cost of all electric power, insurance, pumping, storage, and related expense. If any booster pumping station is required by the Purchaser in order to effect the distribution of water purchased from the Seller from the point of the Master Meter to the customers of the Purchaser, the entire cost of such booster pumping station will be borne by the Purchaser, provided, however, that if and to the extent that any such booster pumping station shall be required in order to enable the Seller to deliver water at the Connection Point, the cost thereof will be borne by the Seller.
13. In the event that the population of the territory of the Seller increase to such an extent that the existing facilities of the Seller cannot adequately serve said population, and if same should occur before existing facilities can be expanded by Seller to meet such contingency, the quantity of water supplied to the Purchaser may then be reduced by the

same percentage as such quantity is reduced to all other customers of the Seller, for a period of time sufficient to allow the Seller to expand.

14. Nothing contained in this Contract is to be construed or intended by the parties as divesting the Public Service Commission of Kentucky of any of its authority, jurisdiction, control, or prerogatives in connection with either of the parties.
15. 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.
16. If any section, paragraph, or clause of this Contract be held invalid, the invalidity of such section, paragraph, or clause shall not affect any of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the Seller, by resolution duly adopted by its Board of Commissioners, authorizing its Chairman and its Secretary, and the Purchaser, by resolution duly adopted by its Board of Commissioners, authorizing its Chairman and its Secretary to affix their respective signatures, together with the seals of said respective parties, have hereunto executed this Contract, as of the date first herein above written.

CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT

By Joseph H. Kessi
VICE Chairman

Ronnie Shylon
9/3/2019

(Seal of District)

Attest:

Secretary

CALDWELL COUNTY WATER DISTRICT

By Patricia Fralick
Chairman

Dixie Butts
My Commission expires 11/08/2022
(Seal of District) ID #612040

INTERCONNECT AGREEMENT

This Agreement entered into this 10 day of March, 2011, by and between the Webster County Water District (hereinafter "WCWD") and the Crittenden/Livingston County Water District (hereinafter "CLWD").

WITNESSETH:

WHEREAS, the WCWD represents and warrants that it is a Water District utility, properly established by the Webster County Fiscal Court and applicable Kentucky Revised Statutes with a mailing address of Post Office Box 320, Dixon, Kentucky 42409; and

WHEREAS, the CLWD represents and warrants that it is a water district utility properly established by the Crittenden County Fiscal Court and the Livingston County Fiscal Court operating under applicable Kentucky Revised Statutes; and

WHEREAS; the parties have/will establish an interconnect of the water district systems near Kentucky Highway 120 at The Tradewater River

WHEREAS, the parties are desirous of purchasing surplus water from the other party to serve the emergency needs of its customers;

WHEREAS, the WCWD by Resolution No. X-11-3 adopted 3/10/11 approved by this Agreement and the CLWD approved this Agreement by Resolution No. 1-11 adopted 3-7-11;

AND WHEREAS, now therefore, for and consideration of the mutual covenants, agreements and conditions contained herein, the Parties agree as follows:

1. TERM OF THIS AGREEMENT:
   The term of this Agreement shall be as follows:
   a. Term of this Agreement shall be for an indefinite term and shall commence on the date of execution of this agreement.
   b. This Agreement may be terminated by either party by providing six (6) months written notice to the address listed above prior to the anniversary of the date of this Agreement and each such anniversary thereafter.

2. WATER PURCHASE COMMITMENT:
   Subject to all the terms and conditions hereafter set forth both the WCWD and the CLWD agrees to sell and purchase from each party water on an emergency basis.

The use of this interconnect shall be for emergency use only and must be authorized by the Superintendant of both the WCWD and CLWD. Both parties shall have access to the locked master meter vault at all times. Representatives of both water districts must be present for the master meter to be turned on.

3. RATES:
Both Parties agree to pay for all the water that it acquires from the other Party in accordance with this Agreement at the regular rate of $2.70 per thousand gallons.

Not withstanding the above referenced rate provision, each Party shall be entitled to repay the above referenced purchase of water by supply of in kind water services to the other Party. This amount shall be computated on a monthly basis on the first Monday on each ending month. Whichever Party has acquired excess water shall provide payment at that time.

4. OWNERSHIP:
The parties acknowledge that both parties shall jointly own the vault and meter. The WCWD and CLWD shall each be responsible for the cost and maintenance of the equipment of said interconnect.

5. PAYMENT:
Once the interconnect is opened up to transfer water between the districts, the meter will be read daily but billing will only be on a regular monthly schedule.

On the first Monday of each month at 9 a.m., a representative of both Parties shall jointly read the meter. Thereafter the Party owing the other shall provide in-kind water or payment within thirty (30) days.

6. SYSTEM MAINTENANCE:
In the event that the other Party determines that it is necessary or advisable for reason of emergency, routine operation, maintenance, repair or replacement of any part of their facilities, the other Party shall have the right and option to restrict water delivery to the other Party. The applicable Party shall use its best efforts to coordinate any scheduled interruption of the delivery of water to the other Party in order that the other available sources of water to the Party

will be adequate to meet the needs during such period of maintenance, repair or replacement of any part of their facilities.

7. INDEMNIFICATION:
The Water District supplying the water at any given time will be responsible for maintaining the quality of the water being transmitted in accordance with PSC and the Kentucky Division of Water guidelines.

The Parties hereby agree to indemnify, release and forever discharge each Party and waive any right of or claim for damages of any kind or nature whatsoever under this Agreement arising out of or resulting from force majeure, water quality, inadequate or excessive pressure or restriction, interruption or stoppage of the flow of water for any reason whatsoever, including, but not limited to, negligence. The term "Force of Majeure" as used in the Agreement shall mean emergency conditions reasonably beyond the control of the Parties including, without limitation, the following: strikes, lockouts or other industrial disturbances; acts of public enemies; order of any kind of the government of the United States, or any state or military authority, or any of their departments, agencies or officials; acts of terrorism; fires; floods; pollution; earthquakes; tornadoes; storms; other actions of God; breach of contract by any vendor, contractor, subcontractor, laborer or materialman; unforeseen failure of, or damage to equipment or facilities; or any other similar cause or event not reasonably within the control of the Parties.

8. INVALIDITY:
The Parties agree that in the event any term or provision of the Agreement shall be held to be invalid, illegal or unenforceable, all other terms and provisions of this Agreement shall remain in full force and effect, and this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid.

9. AMENDMENTS:
Except as otherwise provided herein, the Parties shall not amend, modify or waive any provision of this Agreement without written consent of both Parties hereto. This amendment may not be orally modified or amended.

10. ENTIRE AGREEMENT:
Except as otherwise provided herein, this Agreement embodies the entire Agreement and understanding of the Parties hereto relating to the subject matter thereof and supersedes all prior agreements, understandings, representations and discussions.

11. CHOICE OF LAW:
This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Kentucky.

12. NO AGENCY OR PARTNERSHIP:
Nothing contained in this Agreement shall be construed as to render the Parties hereto joint ventures, partners or agents of each other, and neither Party shall be liable for any debts, obligations, acts, omissions, representations, or contracts of the other as a result of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

BOARD OF COMMISSIONERS
WEBSTER COUNTY WATER DISTRICT

Chairperson

Ken Hammock
Secretary

BOARD OF COMMISSIONERS
Crittenden County/Livingston County Water District

Randell O'Bryan
Chairperson

Secretary

PREPARED BY:

WM CLINT PROW
Webster County Attorney
P.O. Box 308
Dixon, Kentucky 42409
(270) 639-7010

TEAM KENTUCKY
ENERGY AND ENVIRONMENT CABINET

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER, DRINKING WATER BRANCH
300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

Consecutive Connection Update

Use this document to notify Division of Water of the activation of a new master meter connection or the inactivation of a current connection for purchasing/selling water from another water system.

To submit, you may email the document to the address provided below or submit the document as an attachment to EEC eForm 169, Drinking Water Information and Data Submittal.

If you have any questions, please email us at DrinkingWaterCompliance@ky.gov.

You are not required to use this form; it is provided for your convenience. Systems may submit other forms prepared by other entities or a letter, as long as the required information is included.

PWSID: KY0700532 This system is the ☑ Purchaser ☐ Seller for this connection.

PWS Name: Crittenden-Livingston Water District

Contact person: Von Summers Phone: 270-988-2121 Email: vsummerswtp@yahoo.com

Date submitted: 01/07/2026

Reason for form submission: Activation of a new master meter connection

System Connected To:

PWSID: KY1170995

PWS Name: Webster County Water District

Information about the Master Meter(s):

Master Meter #1:

Effective date: 03/10/2011

Location (use decimal format):

Latitude: 37.396780

Longitude: - 87.844530

Use: Permanent (regular/frequent use) ☐
Seasonal ☐
Emergency ☑

Can water be purchased and sold at this Master Meter? Both purchased and sold

Master Meter #2:

Effective date: _____

Location (use decimal format):

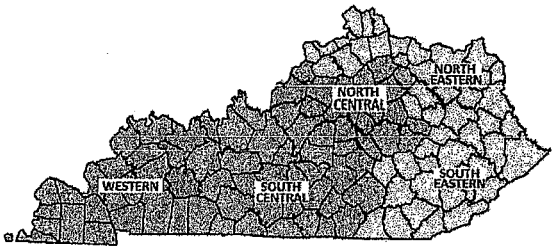
Latitude: _____

Longitude: _____

Use: Permanent (regular/frequent use) ☐
Seasonal ☐
Emergency ☐

Can water be purchased and sold at this Master Meter? _____

Submit this form using eForm 169 and also notify the regional Technical Assistance Provider:



Region:	Contact: (click name to email)	Phone:
Northeastern	Matt Lipps	502-782-1649
Southeastern	David Messer	606-330-2080
North Central	Gabe Tanner	502-782-7088
South Central	CJ Bailey	502-782-8984
Western	Shane Hardison	502-764-2593

RECEIVED
OCT 05 1992
PUBLIC SERVICE COMMISSION

WATER PURCHASE CONTRACT

THIS CONTRACT, made and entered into this 4th day of May 1992, by and between the CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT, a municiple corporation organized as a water district under Chapter 74 of the Kentucky Revised Statutes, party of the first part, hereinafter referred to as the "Seller", and the LYON COUNTY WATER DISTRICT, Eddyville Kentucky, a municipal corporation organized under the laws of the Commonwealth of Kentucky, party of the second part, hereinafter referred to as the "Purchaser",

WITNESSETH:

WHEREAS, the Seller has a waterworks system, including a water treatment plant and distribution system, to serve the residents of the territory embraced by the seller, and

WHEREAS, the purchaser contemplates the need, in the foreseeable future, of an additional source of water to serve the citizens and residents of its service area, and

WHEREAS, the Seller has a water plant or plants of sufficient capacity to provide for the currently anticipated needs and requirements of the customers of the Seller and further to serve the Purchaser all of the necessary water needed by the Purchaser, and

WHEREAS, the Seller is willing to sell the Purchaser a supply of available water at such times, as the Purchaser shall need water, which is reasonably expected to be available to the Seller after providing for the reasonably anticipated water service obligations of the Seller to its own residents, and

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
NOV 4 1992
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [signature]
PUBLIC SERVICE COMMISSION MANAGER

WHEREAS, the governing bodies of the Purchaser and of the Seller have authorized the execution of this Contract,

NOW, THEREFORE, in consideration of the premises, of the mutual covenants and agreements herein contained, of the prompt payment of the rates as herein agreed

to and set out, and of the prompt delivery of the water supply as herein agreed to and set out, the parties hereto have agreed as follows:

1. This Contract shall become effective immediately upon its execution and the Purchaser shall be entitled to receive water hereunder, at the option of the Purchaser, as needed, and this Contract shall continue for a period of 40 years, at which time it may be renegotiated or extended by mutual agreement of both parties.

2. The effectiveness of this Contract is subject to the approval of the Public Service Commission of Kentucky.

3. The quality of water delivered by the Seller to the Purchaser hereunder shall meet the standards of the United States Public Health Service Limitations for Drinking Water.

4. The Seller shall install a six (6) inch water line from Dycusburg to a point (the "Connection Point") near the Lyon County line at KY 295 in place of the originally planned four (4) inch water line with the difference in cost to be paid for by the Purchaser, as agreed, in the amount of $15,921.61, said amount now due and payable as the line is installed.

5. The Seller shall maintain water pressure of not less than 50 psi at the Connection Point at all times, except in cases of unavoidable casualty, acts of God, strikes, or other instances beyond the control of the Seller.

6. The Seller shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to the Purchaser and to avoid any shortage or interruption of service thereof. The maximum amount which the Seller must furnish during any twenty-four (24) hour period shall be an amount not to exceed a total of 35,000 gallons of water for such twenty-four (24) hour period or not to exceed a rate of 50 gallons per minute during any twenty-four (24) hour period. The Seller shall not be liable for any failure, interruption, or shortage

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
NOV 4 1992
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [signature]
PUBLIC SERVICE COMMISSION MANAGER

of water or any loss or damage resulting therefrom, occasioned in whole or in part by any cause beyond the reasonable control of the Seller.

7. 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.

8. A master meter or meters (the "Master Meter") shall be furnished and installed at the expense of the Purchaser and shall be located at the present end of the line in Livingston County just North of the creek at the Livingston Lyon County boundary on KY 295 at the Connection Point. Such Master Meter shall be equiped (also at the expense of the Purchaser) with a check valve or valves which shall be located at a reasonable place or places at or near the Connection Point, as shall be mutually agreed upon by the parties. Such Master Meter and check valve(s) shall measure the quantity of water furnished by the Seller and used by the Purchaser, on a monthly basis, and will determine the monthly amounts to be paid by the Purchaser to the Seller for such water, subject to all applicable conditions and limitations specified herein.

9. The Master Meter shall be checked by both the Seller and the Purchaser through their authorized agent(s) or employee(s), and said Master Meter shall be maintained and tested according to any applicable rules and regulations of the Public Service Commission of Kentucky, and if found to be inaccurate, shall be corrected as soon as practicable (and adjustments based on such meter testings shall be made in previous payments to conform to the results of such

10. The Master Meter shall measure the water furnished by the Seller and used by the Purchaser on a daily basis, and will determine the monthly amounts to be paid by the Purchaser to the Seller for such water. Said Master Meter shall be read periodically, at least once each ten days, by an officially designated employee of the Seller and such Master Meter shall be accessible at all reasonable times to an officially designated employee of the Purchaser for the purpose of reading and checking same. The official readings, which will determine the basis of the charges rendered to the Purchaser, will be the readings made by the Seller.

11. The Seller agrees that it will procure, furnish, install, operate, and maintain the necessary facilities, rights-of-way, and easements required to furnish the water service necessary to serve the Connection Point, at cost, to be paid for by the purchaser.

12. The Seller will sell water to the Purchaser and will deliver same to the Connection Point, and the Purchaser agrees to purchase a minimum of 40,000 gallons each month and pay for such water at the rate of $1.50 per 1,000 gallons; provided, however, such rate may be adjusted by the Seller, upon 90 days' written from the Seller to the Purchaser, as follows:

Upon written request of either party, made at least ninety (90) days in advance of the proposed effective date of such adjustment, which requests shall not be made more frequently than once per year, such rates shall be adjusted based on any increase or decrease in the costs borne by the Seller since the beginning of the initial effective period of such rates, or since the last adjustment in rates between the parties, whichever is later, the cost increases so taken into account being the costs of producing and delivering water to the Master Meter of the Purchaser, such costs to be determined based upon an audit of the records of the Seller by a certified public accountant, a copy of which audit shall

be furnished to the Purchaser. Any adjustment in rates shall be subject to review and final approval by the Public Service Commission of Kentucky. Such costs per 1,000 gallons of producing water shall be based on the total number of gallons of water produced by the Seller, regardless of the amount of water sold by the Seller to the Purchaser.

As set out above, 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 (being defined as "increased valuation without capital expenditure") of the Seller's system. Other provisions of this Contract may be modified or altered by mutual agreement.

13. The Purchaser agrees to maintain and repair, and keep all of its mains , pipes, services, and facilities in reasonably good condition to enable it to continue purchasing water from the Seller.

14. The Purchaser assumes all responsibility for its own billing and for maintenance of its own system, the responsibility of the Seller being soley to deliver water to the Purchaser at the Connection Point. The Purchaser will assume the burden and cost of distribution of the water to its customers from the point of the Master Meter, including the cost of all electric power, insurance, pumping, storage, and related expense. If any booster pumping station is required by the Purchaser in order to effect the distribution of water purchased from the Seller from the point of the Master Meter to the customers of the Purchaser, the entire cost of such booster pumping station will be borne by the Purchaser, provided, however, that if and to the extent that any such booster pumping station shall be required in order to enable the Seller to deliver water at the Connection Point, the cost thereof will be borne by the Seller.

15. In the event that the population of the territory of the Seller increase to such an extent that the existing facilities of the Seller cannot

adequately serve said population, and if same should occur before existing facilities can be expanded by Seller to meet such contingency, the quantity of water supplied to the Purchaser may then be reduced by the same percentage as such quantity is reduced to all other customers of the Seller, for a period of time sufficient to allow the Seller to expand.

16. The construction of the water supply distribution system by the Seller is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertaking of the Seller are conditioned upon the approval, in writing, of the State Director of the Farmers Home Administration. All rights of the Seller herein are hereby assigned to the Farmers Home Administration so long as it is the owner of all of the outstanding Bonds of the Seller; provided that if and whenever any or all of such Bonds shall be sold to a different owner or owners, such rights shall vest in such other owners in proportion to the amount of Bonds owned by such other owners. The Seller further agrees to transfer to any bona fide Receiver or other subsequent operator of the Seller's system, pursuant to any valid Court order in a proceeding brought to enforce collection or payment of the Seller's obligations under any Bonds outstanding against the Seller's system, all rights of the Seller under this Contract, conditionally, for such time only as such Receiver of operator shall operate by authority of the Court.

17. Nothing contained in this Contract is to be construed or intended by the parties as divesting the Public Service Commission of Kentucky of any of its authority, jurisdiction, control, or prerogatives in connection with either of the parties.

18. 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.

19. If any section, paragraph, or clause of this Contract be held invalid, the invalidity of such section, paragraph, or clause shall not affect any of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the Seller, by resolution duly adopted by its Board of Commissioners, authorizing its Chairman and its Secretary, and the Purchaser, by resolution duly adopted by its Board of Commissioners, authorizing its Chairman and its Secretary to affix their respective signatures, together with the seals of said respective parties, have hereunto executed this Contract, as of the date first herein above written.

CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT

(Seal of District)

Attest:

Secretary

By James B. Brown, Jr.
Chairman

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 4 1992

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: PUBLIC SERVICE COMMISSION MANAGER

LYON COUNTY WATER DISTRICT

(Seal of District)

Attest:

Secretary

By
Chairman

FmHA Concurrence:
By
James A. Letcher
Community and Business Programs Specialist

5-22-92
(Date)

WATER PURCHASE CONTRACT

THIS CONTRACT, made and entered into this 20th day of ~~July~~ June, 2025, by and between the CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT, a municipal corporation organized as a water district under Chapter 74 of the Kentucky Revised Statutes, a party of the first party, hereinafter referred to as the "Seller", and THE CITY OF SALEM, KENTUCKY, a City of the Home Rule Class, organized and existing under the laws of the State of Kentucky, with offices at 111 Court Street, Salem, Kentucky 42078, party of the second part, hereinafter referred to as the "Purchaser",

W I T N E S S E T H:

WHEREAS, the Seller is a water district organized under KRS Chapter 74; and .

WHEREAS, the Purchaser is a municipality of the Home Rule Class in need of a source of water to serve the citizens and residents of its service area, and, and

WHEREAS, the Seller is willing to sell the Purchaser a sufficient supply of available water which is reasonably expected to be available to Seller after providing for the anticipated water service obligations of the Seller to its own residents, and

WHEREAS, the governing bodies of the Purchaser and of the Seller have duly authorized the execution of this Contract,

NOW, THEREFORE, in consideration of the premises, of the mutual covenants and agreements herein contained, of the prompt payment of the rates

as herein agreed to and set out, and of the prompt delivery of the water supply as herein agreed to and set out, the parties hereto have agreed as follows:

1. The Seller agrees to sell and deliver to the Purchaser, and the Purchaser agrees to purchase and receive from the Seller, a minimum of Ten Million Two Hundred Thousand (10,200,000) gallons per year with no set maximum for whatever purposes desired by the Purchaser and for such others as the Purchaser may contract with for the furnishing of water, subject to the terms and conditions set out herein.

2. This Contract shall become effective upon ratification by the parties and shall continue for a period of 20 years certain thereafter.

3. This Contract is also subject to the approval of the Kentucky Public Service Commission.

4. The quality of water delivered by the Seller to the Purchaser hereunder shall meet the standards of the United States Environmental Protection Agency/Kentucky Division of Water regulations for drinking water.

5. The Seller shall maintain water pressure sufficient to Purchaser at the Connection Point at all times, except in cases of unavoidable casualty, acts of God, strikes, or other instances beyond the reasonable control of the Seller.

7. The Seller shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to the Purchaser and to avoid any shortage or interruption of service thereof. The minimum amount which the Seller must furnish during any month shall be not less that a total of Eight Hundred Fifty Thousand (850,000) gallons. The minimum amount which Seller

must furnish during any 24 hour period shall be an amount not less than a total of Twenty-eight thousand (28,000) gallons of water for such 24 hour period or not to be less than a rate of Twenty (20) gallons per minute during any 24 hour period. The Seller shall not be liable for any failure, interruption, or shortage of water or any loss or damage resulting therefrom, occasioned in whole or in part by any cause beyond the reasonable control of the Seller.

8. 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.

9. If the Seller fails to provide to the Purchaser the quantity of water as stated in this contract or fails to comply with state standards concerning the quality of the water provided, the Seller agrees to pay to the Purchaser, the difference in the cost of purchasing water from the Seller and from the Seller and from a third party and exceeding the Purchaser's reasonable ability to make.

10. A master meter or meters (the "Master Meter") shall be furnished and installed at the expense of the Seller and shall be located within the boundaries of the Purchaser at the Connection Point. Such Master Meter shall be equipped (also at the expense of the Seller) with a check valve and valves

which shall be located at a reasonable place or places at or near the Connection Point, as shall be mutually agreed upon by the parties. Such Master Meter and check valve(s) shall measure the quantity of water furnished by the Seller and used by the Purchaser, on a monthly basis, and will determine the monthly amounts to be paid by the Purchaser to the Seller for such water, subject to all applicable conditions and limitations specified herein.

11. The Master Meter shall be checked by both the Seller and the Purchaser through their authorized agent(s) or employee(s), and said Master Meter shall be maintained and tested according to any applicable rules and regulations of the Public Service Commission of Kentucky, and if found to be inaccurate, shall be corrected as soon as practicable (and adjustments based on such meter testings shall be made in previous payments to conform to the results of such tests).

12. The Master Meter shall measure the water furnished by the Seller and used by the Purchaser on a daily basis, and will determine the monthly amounts to be paid by the Purchaser to the Seller for such water. Said Master Meter shall be read periodically, at least once each ten days, by an officially designated employee of the Seller and such Master Meter shall be accessible at all reasonable times to an officially designated employee of the Purchaser for the purpose of reading and checking same. The official readings, which will determine the basis of the charges rendered to the Purchaser, will be the readings made by the Seller.

13. The Seller agrees that at its own expense, it will procure, furnish, install, operate, and maintain the necessary facilities, right-of-ways, and easements required to furnish the water service necessary to service the Connection Point.

14. The Purchaser agrees to pay for the water so sold and delivered to the Connection Point, at the rate of $3.34 per 1,000 gallons; provided however, that upon the expiration of such initial two-year period and in any year thereafter for the extent of this Contract, such rate may be adjusted for the extent of this Contract, such rate may be adjusted by the Seller upon 90 days' notice from the Seller to the Purchaser, as follows:

Upon written request of either party, made at least ninety (90) days in advance of the proposed effective date of such adjustment, which requests shall not be made more frequently than once a year, such rates shall be adjusted based on any increase of decrease in the costs borne by the Seller since the beginning of the initial effective period of such rates, or since the last adjustment in rates between the parties, whichever is later, the costs increases so taken into account being the costs of producing and delivering water to the Master Meter of the Purchaser, such costs to be determined based upon the certified audit of the records of the Seller by a certified public accountant, a copy of which audit shall be furnished to the Purchaser. Any adjustment in rates shall be subject to review and final approval by the Public Service Commission of Kentucky. Such costs per 1,000 gallons of producing water shall be based on the total number of gallon

of water produced by the Seller, regardless of the amount of water sold by the Seller to the Purchaser.

As set out above, any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs or performance hereunder, but such costs shall not included increased capitalization (being defined as "increased valuation without capital expenditure") of the Seller's system. All provisions of this contract may be modified or altered by mutual agreement.

Payment to Seller shall be made monthly for the water consumed by Purchaser for the prior month. On a semi-annual basis, the Seller shall determine if Purchaser has met half of its minimum purchase requirement. Should Purchaser fail to meet that requirement, then Seller shall invoice Purchaser the difference between one-half of the minimum water to be purchased and water purchased to date. This calculation shall be performed and the amount due on January 1st and July 1st of each year. The first initial payment shall not be due until this contract has been in force for a minimum of six months.

15. The Purchaser agrees to maintain and repair, and keep all of its mains, pipes, services, and facilities in reasonably good condition to enable it to continue purchasing water from the Seller.

16. The Purchaser assumes all responsibility for its own billing and for maintenance of its own system, the responsibility of the Seller being solely to deliver water to the Purchaser at the Connection Point. The Purchaser will assume the burden and cost of distribution of the water to its customers from the

point of the Master Meter, including the cost of all electric power, insurance, pumping, storage, and related expense. If any booster pumping station is required by the Purchaser in order to effect the distribution of water purchased from the Seller from the point of the Master Meter to the customers of the Purchaser, the entire cost of such booster pumping station will be borne by the Purchaser, provided, however, that is and to the extent that any such booster pumping station shall be required in order to enable the Seller to deliver water at the Connection Point, the cost thereof will be borne by the Seller.

17. Nothing contained in this Contract is to be construed or intended by the parties as divesting the Public Service Commission of Kentucky of any of its authority, jurisdiction, control, and prerogatives in connection with either of the parties.

18. That in the event of any occurrence rendering the Purchaser incapable of performing under this Contract, any successor of the Purchaser, whether the successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.

~~19. When the Purchaser expands its sewage treatment to residences served their water by Seller, Seller agrees to cooperate in a reasonable manner with Purchaser in providing such sewer service and assist the Purchaser in billing those residences for such sewer service.~~

20. If any section, paragraph, or clause of this Contract be held unvalid, the invalidity of such section, paragraph, or clause shall not effect any of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the Seller, by resolution duly adopted by its Board of Commissioners, authorizing its Chairman and its Secretary, and the Purchaser, by Ordinance duly enacted by its City Council, authorizing its Mayor and its City Clerk to affix their respective signatures, together with the seals of said respective parties, have hereunto executed this Contract, as of the date first hereinabove written.

(Seal of District)

CRITTENDEN-LIVINGSTON COUNTY
WATER DISTRICT

T.L. MADDUX, CHAIRMAN

ATTEST:

SECRETARY

(Seal of City)

CITY OF SALEM, KENTUCKY

MAYOR GARY DAMRON

ATTEST:

PAIGE TAYLOR, CITY CLERK

CITY OF SALEM, KENTUCKY
ORDINANCE NO: 25-03

AN ORDINANCE ACCEPTING A WATER SUPPLY CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACT WITH CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT

NOW, THEREFORE, BE IT ORDAINED, by the City Commission of the City of Salem, Kentucky, as follows:

Section One: The Water Purchase Contract is incorporated herein by reference as if set out in its entirety and is adopted by the Commission. Further the Mayor is hereby authorized to execute the Water Purchase Contract on behalf of the City.

Section Two: Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

Section Three: Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section Four: Effective date: This order shall be in full force and effect upon its passage by law pursuant to Kentucky Revised Statutes.

CITY COMMISSIONERS	YES	NO
Craig Dossett	✓	
Brandon Deboe	✓	
Tiffany Newcomb	✓	
Darrel Chittenden	✓	
Gary Damron	✓	

It appearing that 5 City Commissioners voted for the adoption of the ordinance, and 0 voted against with 0 abstaining, the Mayor declared the ordinance adopted.

INTRODUCED AND PUBLICLY READ ON FIRST READING, this the 17th day of June, 2025.

PUBLICLY READ AND FINALLY APPROVED ON SECOND READING, this the 20th day of June, 2025.

Gary Damron, Mayor

Attested by:

Paige Taylor, City Clerk

WATER PURCHASE CONTRACT

THIS CONTRACT, made and entered into this 16 day of ~~December,~~ June ~~2025,~~ 2026 by and between the CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT, a municipal corporation organized as a water district under Chapter 74 of the Kentucky Revised Statutes, a party of the first party, hereinafter referred to as the "Seller", and THE CITY OF MARION, KENTUCKY, a City of the Home Rule Class, organized and existing under the laws of the State of Kentucky, with offices at 217 South Main Street, Marion, Kentucky 42064, party of the second part, hereinafter referred to as the "Purchaser",

W I T N E S S E T H:

WHEREAS, the Seller is a water district organized under KRS Chapter 74; and .

WHEREAS, the Purchaser is a municipality of the Home Rule Class in need of a supplemental source of water to serve the citizens and residents of its service area, and

WHEREAS, the Seller is willing to sell the Purchaser a sufficient supply of available water which is reasonably expected to be available to Seller after providing for the anticipated water service obligations of the Seller to its own customers, and

WHEREAS, the governing bodies of the Purchaser and of the Seller have duly authorized the execution of this Contract,

NOW, THEREFORE, in consideration of the premises, of the mutual covenants and agreements herein contained, of the prompt payment of the rates as herein agreed to and set out, and of the prompt delivery of the water supply as herein agreed to and set out, the parties hereto have agreed as follows:

1. The Seller agrees to sell and deliver to the Purchaser, and the Purchaser agrees to purchase and receive from the Seller on an as-needed basis water, for whatever purposes desired by the Purchaser and for such others as the Purchaser may contract with for the furnishing of water, subject to the terms and conditions set out herein.

2. This Contract shall become effective upon ratification by the parties and shall continue for a period of 5 years certain thereafter.

3. This Contract is also subject to the approval of the Kentucky Public Service Commission.

4. The quality of water delivered by the Seller to the Purchaser hereunder shall meet the standards of the United States Environmental Protection Agency/Kentucky Division of Water regulations for drinking water.

5. The Seller shall maintain water pressure sufficient to Purchaser at the Connection Point at all times, except in cases of unavoidable casualty, acts of God, strikes, or other instances beyond the reasonable control of the Seller.

6. The water supplied by the Seller shall be supplemental to the Purchaser's own supply of water. As such there is no minimum purchase amount, Seller shall use reasonable diligence and care to provide a supply of water to the Purchaser and to avoid any shortage or interruption of service

thereof when requested. However, the Seller shall not be liable for any failure, interruption, or shortage of water or any loss or damage resulting therefrom, occasioned in whole or in part by any cause beyond the reasonable control of the Seller and given the demands upon its system by its regular customers.

7. 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.

8. A master meter or meters (the "Master Meter") shall be furnished and installed at the expense of the Seller and shall be located within the boundaries of the Purchaser at the Connection Point. Such Master Meter shall be equipped (also at the expense of the Seller) with a check valve and valves which shall be located at a reasonable place or places at or near the Connection Point, as shall be mutually agreed upon by the parties. Such Master Meter and check valve(s) shall measure the quantity of water furnished by the Seller and used by the Purchaser, on a monthly basis, and will determine the monthly amounts to be paid by the Purchaser to the Seller for such water, subject to all applicable conditions and limitations specified herein.

9. The Master Meter shall be checked by both the Seller and the Purchaser through their authorized agent(s) or employee(s), and said Master Meter shall be maintained and tested according to any applicable rules and regulations of the Public Service Commission of Kentucky, and if found to be inaccurate, shall be corrected as soon as practicable (and adjustments based on

such meter testings shall be made in previous payments to conform to the results of such tests).

10. The Master Meter shall measure the water furnished by the Seller and used by the Purchaser on a daily basis, and will determine the monthly amounts to be paid by the Purchaser to the Seller for such water. Said Master Meter shall be read periodically, at least once each ten days, by an officially designated employee of the Seller and such Master Meter shall be accessible at all reasonable times to an officially designated employee of the Purchaser for the purpose of reading and checking same. The official readings, which will determine the basis of the charges rendered to the Purchaser, will be the readings made by the Seller.

11. The Purchaser agrees to pay for the water so sold and delivered to the Connection Point, at the rate of $3.78 per 1,000 gallons; provided however, in any year thereafter for the extent of this Contract, such rate may be adjusted for the extent of this Contract, such rate may be adjusted by the Seller upon 90 days' notice from the Seller to the Purchaser, as follows:

Upon written request of either party, made at least ninety (90) days in advance of the proposed effective date of such adjustment, which requests shall not be made more frequently than once a year, such rates shall be adjusted based on any increase of decrease in the costs borne by the Seller since the beginning of the initial effective period of such rates, or since the last adjustment in rates between the parties, whichever is later, the costs increases so taken into account being the costs of producing and delivering water to the Master Meter of

the Purchaser, such costs to be determined based upon the certified audit of the records of the Seller by a certified public accountant, a copy of which audit shall be furnished to the Purchaser. Any adjustment in rates shall be subject to review and final approval by the Public Service Commission of Kentucky. Such costs per 1,000 gallons of producing water shall be based on the total number of gallon of water produced by the Seller, regardless of the amount of water sold by the Seller to the Purchaser.

As set out above, any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs or performance hereunder, but such costs shall not included increased capitalization (being defined as "increased valuation without capital expenditure") of the Seller's system. All provisions of this contract may be modified or altered by mutual agreement.

Payment to Seller shall be made monthly for the water consumed by Purchaser for the prior month.

12. The Purchaser agrees to maintain and repair, and keep all of its mains, pipes, services, and facilities in reasonably good condition to enable it to continue purchasing water from the Seller.

13. The Purchaser assumes all responsibility for its own billing and for maintenance of its own system, the responsibility of the Seller being solely to deliver water to the Purchaser at the Connection Point. The Purchaser will assume the burden and cost of distribution of the water to its customers from the point of the Master Meter, including the cost of all electric power, insurance, pumping, storage, and related expense. If any booster pumping station is

required by the Purchaser in order to effect the distribution of water purchased from the Seller from the point of the Master Meter to the customers of the Purchaser, the entire cost of such booster pumping station will be borne by the Purchaser, provided, however, that is and to the extent that any such booster pumping station shall be required in order to enable the Seller to deliver water at the Connection Point, the cost thereof will be borne by the Seller.

14. Nothing contained in this Contract is to be construed or intended by the parties as divesting the Public Service Commission of Kentucky of any of its authority, jurisdiction, control, and prerogatives in connection with either of the parties.

15. That in the event of any occurrence rendering the Purchaser incapable of performing under this Contract, any successor of the Purchaser, whether the successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.

19. When the Purchaser expands its sewage treatment to residences served their water by Seller, Seller agrees to cooperate in a reasonable manner with Purchaser in providing such sewer service and assist the Purchaser in billing those residences for such sewer service.

20. If any section, paragraph, or clause of this Contract be held unvalid, the invalidity of such section, paragraph, or clause shall not effect any of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the Seller, by resolution duly adopted by its Board of Commissioners, authorizing its Chairman and its Secretary, and the Purchaser, by Ordinance duly enacted by its City Council, authorizing its Mayor and its City Clerk to affix their respective signatures, together with the seals of said respective parties, have hereunto executed this Contract, as of the date first hereinabove written.

(Seal of District)

CRITTENDEN-LIVINGSTON COUNTY
WATER DISTRICT

T.L. MADDUX, CHAIRMAN

ATTEST:

SECRETARY

(Seal of City)

CITY OF MARION, KENTUCKY

MAYOR D'ANNA BROWNING

ATTEST:

CORTNY COSBY, CITY CLERK

Request for Information 1-4:

Explain what processes Crittenden-Livingston District has in place to ensure wholesale customers get proper notice of a rate adjustment.

Response: Crittenden-Livingston notifies wholesale customers of rate adjustments in various ways. First, the wholesale customers receive notice that Crittenden-Livingston has filed for a rate adjustment with the Commission. Upon filing for a rate adjustment, wholesale customers are on notice that the Commission may adjust the wholesale rates Crittenden-Livingston will charge its customers. At the conclusion of a rate adjustment case, upon the Commission's issuance of an order establishing Crittenden-Livingston's wholesale water rates, Crittenden-Livingston will notify its wholesale water customers of the rate change via letter from the Crittenden-Livingston Superintendent.

Witness: Abbie Adamson

Request for Information 1-5:

Explain whether Crittenden-Livingston has considered revisions to its water purchase agreements to pass through purchased water adjustment increases.

Response: Crittenden-Livingston has not considered revisions to its wholesale water purchase agreements to address pass through mechanisms for wholesale customers. As the wholesale rates are established by the Commission, wholesale water customers may seek a purchased water adjustment or deviation for the rate it pays via application to the Commission.

Witness: Abbie Adamson

Request for Information 1-6:

Explain what policies and procedures Crittenden-Livingston District has in place to ensure that its staff and the Board of Commissioners are in compliance with applicable statutes, regulations, and Commission Orders.

Response: The Crittenden-Livingston Superintendent is responsible for the submission of all water purchase contracts to the Commission. As part of this duty, the Superintendent will request the Board engage outside counsel to provide advice on compliance with operational requirements and necessary filings with the Commission. The Superintendent will also engage with the Board of Commissioners to ensure ongoing participation and awareness of pertinent matters. The Board of Commissioners has committed to the Commission that each Commissioner will participate in water commission training provided by the Public Service Commission.

Witness: Abbie Adamson

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC INVESTIGATION OF CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT FOR ALLEGED FAILURE TO COMPLY WITH KRS 278.160 AND COMMISSION ORDER	)))	**Case No. 2026-00066**

CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT'S RESPONSE TO THE COMMISSION'S APRIL 1, 2026 ORDER

This is to certify that I have supervised the preparation of Crittenden-Livingston County Water District's responses to the Public Service Commission's First Request for Information and that the responses on which I am identified as a sponsoring witness are true and accurate to the best of my knowledge, information, and belief after reasonable inquiry.

6/22/26
Date

Abbie Adamson
Abbie Adamson