

AMENDED WATER SUPPLY AGREEMENT

This Amended Water Supply Agreement (“Amended Agreement”) dated as of the 5TH day of FEBRUARY, 2020 is made and entered into by and between the City of Williamstown, 400 North Main Street, P.O. Box 147, Williamstown, Kentucky 41097 (hereinafter “City”) and the Corinth Water District, 215 Thomas Lane, P.O. Box 218, Corinth, Kentucky 41010 (hereinafter “CWD”). City and CWD will be collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, the City and CWD entered into a certain Water Supply Agreement effective November 3, 1997, as amended, (“Agreement”) and,

WHEREAS, the City and CWD have entered into this Amended Water Supply Agreement to provide for wholesale water rates as set forth herein; and

WHEREAS, the Parties execute this Amended Agreement to clarify the terms and conditions relating to future rate increases; and

WHEREAS, the City and CWD have executed this Amended Agreement for the Public Service Commission (“PSC”) to review on wholesale water rate increases over the time period set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and other good and valuable consideration, the City and CWD agree as follows:

1. The Parties incorporate herein by reference each and every term, condition and covenant set forth in the Parties’ original Agreement dated effective November 3, 1997 and amendments, copies of which are incorporated herein by reference. The Parties agree that all of the terms, conditions and covenants contained in the Agreement shall remain in full force and effect unless specifically altered by the provisions of this Amended Agreement. In the event that there is any conflict in any term, condition or covenant between the Agreement and this Amended Agreement, the terms, conditions and covenants set forth herein shall control.
2. The Parties hereby amend **ARTICLE IV – WATER RATES** to read as follows:

**ARTICLE IV
WATER RATES**

A. CWD shall pay City for all wholesale water purchases at the following rates:

<u>Period</u>	<u>Rate</u>
Year 1	\$3.29 per thousand gallon:
Year 2	\$3.39 per thousand gallon:

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



**EFFECTIVE
5/15/2020**

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Year 3	\$3.49 per thousand gallons
Year 4	\$3.49 per thousand gallons
Year 5	\$3.49 per thousand gallons
Year 6	\$3.49 per thousand gallons



Year No. 1 rates will become effective on that date which the PSC approves this Agreement. City and CWD agree to reasonably cooperate in order to obtain PSC approval as soon as practical. The Parties agree and acknowledge that CWD has entered in to this Agreement for the purpose of increasing wholesale water rates based upon the City’s commitment not to raise wholesale water rates in Years No. 4, 5, and 6. Accordingly, the Parties agree that wholesale water rates charged to CWD during Years No. 4, 5, and 6 shall not be increased under any circumstance. That rate shall continue until modified consistent with the terms and conditions set forth herein. Thereafter, the City shall not, under any circumstance, increase water rates greater than three percent (3%) in any calendar year. For purposes of this Amended Agreement, the water rates charged by the City to CWD in effect as of the Effective Date of this Amended Agreement shall continue until increased as provided for herein and as set forth in the original Agreements between the parties.

B. CWD shall pay to City for the actual quantity of water purchased from City unless CWD’s actual consumption for any month does not exceed one hundred thousand (100,000) gallons per day averaged on a monthly basis, in which case CWD shall pay to City for the minimum volume of flow rate it is required to purchase under this Agreement which is one hundred thousand (100,000) gallons per day average on a monthly basis.

For purposes of this Amended Agreement, the water rates charged by City to CWD in effect as of the Effective Date of this Amended Agreement shall continue until increased as provided for herein.

3. The City represents that it possesses full authority to enter into this Amended Agreement as permitted by lawful Resolution of its City Council. CWD possesses full authority to enter into this Amended Agreement by lawful Resolution of CWD’s Board of Commissioners. (See attached Exhibits “A” and “B”).

IN WITNESS WHEREOF, the parties have caused this Amended Agreement to be duly executed.

KENTUCKY PUBLIC SERVICE COMMISSION	
CITY OF WILLIAMSTOWN	Kevin Chandler Executive Director
BY: _____	
TITLE: _____	
EFFECTIVE 5/15/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

COMMONWEALTH OF KENTUCKY
COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the City of Williamstown by and through Rick Skinner, its Mayor this 5TH day of February, 2020.

Sandra McClurken

Notary Public

My Commission Expires: 01/05/21

Notary ID No.: 569683

CORINTH WATER DISTRICT

BY: - Dan Field - Chairman
DAN FIELD, CHAIRMAN

COMMONWEALTH OF KENTUCKY
COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the Corinth Water District, by and through Dan Field, its Chairman, this 5TH day of February, 2020.

William H. Hill

Notary Public

My Commission Expires: 06/16/2021

Notary ID No.: 581394

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director

Kent Chandler

EFFECTIVE

5/15/2020

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)