

SKEES, WILSON & NIENABER, PLLC

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January 29, 2015

Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601
Attention: Mr. Jeff R. Derouen

RECEIVED

FEB 6 2015

PUBLIC SERVICE
COMMISSION

In re: Bullock Pen Water District
Purchased Water Adjustment Case No. 2015-00045

Dear Mr. Derouen:

Enclosed please find an original and two copies of a Purchase Water Adjustment Application being submitted on behalf of the Bullock Pen Water District. Please accept this Application for review and approval on behalf of the Bullock Pen Water District

Should you have any questions, please do not hesitate to call.

Very truly yours,


THOMAS R. NIENABER

TRN/krp

cc: Superintendent William Catlett
Charles Givin
Andrea Walton
Bobby Burgess
Logan Murphy
William Wethington
Amy Johnson Ruark
Kerry Odle

PURCHASED WATER ADJUSTMENT FOR
WATER DISTRICTS AND WATER ASSOCIATIONS
(807 KAR 5:068)

RECEIVED

FEB 6 2015

Name of Utility	Bullock Pen Water District		PUBLIC SERVICE COMMISSION
Date			
Address	PO Box 188		
City, State, Zip	Crittenden, KY	41030	
Telephone Number	859-428-2112		

1.a. Name of all wholesale suppliers and the base (current) rate and changed rate of each. In the event the water purchased is billed by the supplier on a rate that is not a flat rate schedule, the entire rate schedule must be shown. Attach additional sheets if necessary.

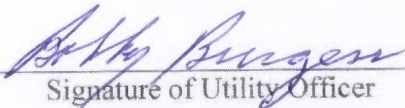
Supplier(s)	Base Rate	Changed Rate
NKWD	\$3.13 per 1000 gall	\$3.26 per 1000 gall
Boone Co WD	\$3.44 per 1000 gall	\$3.54 per 1000 gall
Walton	\$4.07 per 1000 gall	\$4.24 per 1000 gall
Williamstown	\$2.63 per 1000 gal	\$3.10 per 1000 gal

1.b. A copy of the supplier's notice of the changed rate showing the effective date of the increase is attached as Exhibit #1

2. Twelve-month period upon which the purchased water adjustment is based. (This twelve-month period must end within 90 days of this filing).

From	December, 2013	through	November, 2014
	(month and year)		(month and year)

3. Statement of water purchases. Where water is purchased from more than one supplier, purchases from each supplier must be shown separately. If water is purchased through a declining block rate schedule, purchases for each month must be shown. Attach an additional sheet if necessary.

Supplier(s)	Gallons Purchased during 12 month period
NKWD	175,534,743
Boone Co WD	33,384,700
Walton	47,343,600
Williamstown	71,946,000
TOTAL PURCHASES	328,209,043
4. Total gallons sold for the 12 month period	339,674,332
5. Increased water cost	\$68,021.02
The increased water cost is the cost difference between purchases at base (current rate) and purchases at new rate.	
6. Purchased water adjustment factor	\$0.20 per 1,000 gallon
The purchased water adjustment factor is obtained by dividing the increased cost of water by the total gallons sold.	
<p>Note: The purchased water adjustment factor is added to each thousand gallons sold. If the minimum usage is 2,000 gallons then the purchased water adjustment factor would be added to the minimum bill twice. Revised tariff sheets must be attached showing the rate to be charged by the utility and the effective date of the increased rates. ***No longer required***</p>	
7. Proposed effective date	March 1, 2015
 Signature of Utility Officer	
Bobby Burgess, Chairman	
Title	

List of Exhibits

Exhibit #1 – Suppliers Notice

- a. North Kentucky Water District
- b. Boone County Water District
- c. City of Walton
- d. Williamstown Water Purchase Agreement

Exhibit #2 – Water Purchased / Water Sold (12/1/13 to 11/30/14)

Exhibit #3 – Calculations

Exhibit #4 – Proposed Billing Rates

Exhibit #5 -- Resolution

Exhibit #1a

Northern Kentucky
Water District

December 21, 2012

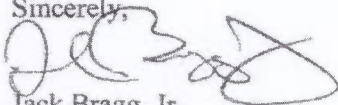
Bill Catlett, Jr.
Bullock Pen Water District
1 Farrell Dr.
Crittenden, KY 41030

Mr. Catlett:

We wish to notify you that the Kentucky Public Service Commission has recently granted an order in connection with our Rate Case 2012-00072 in which we were granted an increase that affects the rate you pay for wholesale water purchased from our system. Effective after February 1, 2013, the wholesale rate will go from the current rate of \$3.13 per 1,000 gallons (\$2.34 per 100 cubic feet) to \$3.20 per 1,000 gallons (\$2.39 per 100 cubic feet). This is phase one of a two step process with the second phase becoming effective after January 1, 2014 and the wholesale rate going from \$3.20 per 1,000 gallons (\$2.39 per 100 cubic feet) to \$3.26 per 1,000 gallons (\$2.44 per 100 cubic feet).

Please feel free to call me at 859-426-2758 if you have any questions and we look forward to serving your future needs.

Sincerely,



Jack Bragg, Jr.
Vice President of Finance and Support Services

Northern Kentucky
Water District

December 29, 2013

Bill Catlett, Jr.
Bullock Pen Water District
1 Farrell Dr.
Crittenden, KY 41030

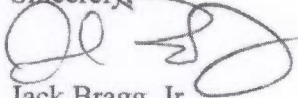
RECEIVED JAN 02 2014

Mr. Catlett:

We wish to remind you of the second phase of the order in connection with our Rate Case 2012-00072 in which we were granted an increase that affects the rate you pay for wholesale water purchased from our system. The second phase of the two step process becomes effective after January 1, 2014 with the wholesale rate going from \$3.20 per 1,000 gallons (\$2.39 per 100 cubic feet) to \$3.26 per 1,000 gallons (\$2.44 per 100 cubic feet).

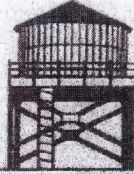
Please feel free to call me at 859-426-2758 if you have any questions and we look forward to serving your future needs.

Sincerely,



Jack Bragg, Jr.
Vice President of Finance and Support Services

Exhibit #16



Boone County Water District
2475 Burlington Pike • Burlington, Kentucky 41005-0018
(859) 586-6155 • Fax (859) 586-5016
www.boonewater.com

May 28, 2013

**Bullock Pen Water District
Post Office Box 188
Crittenden, Kentucky 41030**

3.44 old Rate

Chairman, Bullock Pen Water:

Per our approved contract with Bullock Pen Water, we are required to notify you that the new wholesale water rate to Bullock Pen Water of \$3.39 per thousand gallons will be effective July 01, 2013.

Sincerely,

A handwritten signature in cursive script that reads "Harry Anness".

**Harry Anness
Director of Operations**

OM/BCRWP-attachments



Boone County Water District
2475 Burlington Pike • Burlington, Kentucky 41005-0018
(859) 586-6155 • Fax (859) 586-5016
www.boonewater.com

May 29, 2014

**Bullock Pen Water District
Post Office Box 188
Crittenden, Kentucky 41030**

Chairman Burgess,

Per our approved contract with Bullock Pen Water District, we are required to notify you that the new wholesale water rate to Bullock Pen Water District of \$3.54 per thousand gallons will be effective July 01, 2014.

Sincerely,

A handwritten signature in cursive script that reads "Harry Anness". The signature is written in black ink and is positioned above the printed name and title.

**Harry Anness
Director of Operations**

OM/BCRWP-attachments

Bullock Pen Water
Boone County Rural Water Project
***O&M/Cost of Water per PSC report**

PURCHASED WATER	COST OF WATER	O&M	PER 1000	PSC REPORT
1,587,231,177	\$2,523,380	\$1,229,740	0.7748	1999
1,719,337,500	\$2,538,113	\$1,365,621	0.7943	2000
1,706,493,300	\$2,580,338	\$1,662,344	0.9742	2001
2,059,786,904	\$3,041,399	\$1,712,867	0.8316	2002
1,752,009,782	\$4,635,281	\$2,088,361	1.1921	2003
2,000,122,000	\$5,290,508	\$2,162,684	1.0810	2004
2,191,196,757	\$5,806,529	\$2,487,000	1.1349	2005
2,158,943,000	\$5,464,605	\$2,617,861	1.2125	2006
2,826,239,000	\$7,489,235	\$2,751,298	0.9735	2007
2,557,147,956	\$6,775,945	\$2,851,439	1.1150	2008
2,303,237,316	\$6,103,579	\$2,765,607	1.2007	2009
Rural Water Merger				2010

The O&M rate is figured by dividing the O&M by total purchased water (per 1000) as reported to the PSC
 Cost of water is \$2.89 per thousand from the Boone-Florence Water Commission
 File: Rural Water Payment, change O&M amount (per agreement)

2005 error #2/6.975%

*The District shall provide notice to the County of the adjusted O&M cost by July 1 of each year.

Bullock Pen Rate

SOLD WATER	COST OF WATER	O&M	PER 1000	PSC REPORT	X .5 RATE
2,282,432,114	\$6,775,945	\$2,851,439	1.115/1.249	2008	3.21
2,105,456,229	\$6,103,579	\$2,765,607	1.3154	2009	3.55
2,419,232,795	\$7,271,199	\$3,110,941	1.2860	2010	3.53
2,268,278,544	\$7,169,312	\$2,485,027	1.0960	2011	3.44
2,506,190,599	\$7,837,827	\$2,490,208	0.9936	2012	3.39
2,295,664,810	\$7,063,168	\$3,006,375	1.3095	2013	3.54

Supplemental Rate equal to total water expenses, less cost of purchased water, divided by quantity sold per 1,000, multiplies by .5, rounded to one-half cent.

The Cost of Water (2.89) per thousand, plus 1/2 of O&M = 3.54 rate to BPWD

*The District shall provide notice to Bullock Pen of the adjusted O&M cost by July 1 each year.

File: OM-BCRWP
 Agreement Attached

18900 Boone County Water District 01/01/2013 - 12/31/2013

Comparative Operating Statement (Ref Page: 11)

	Previous Year	Current Year
UTILITY OPERATING INCOME		
Operating Revenues (400)	\$13,115,472.00	\$12,229,311.00
Operating Expenses (401)	\$10,329,035.00	\$10,069,543.00
Depreciation Expenses (403)	\$2,173,340.00	\$2,231,681.00
Amortization of Utility Plant Acquisition Adjustment (406)		
Amortization Expense (407)		
Taxes Other Than Income (408-10-408-13)	\$98,383.00	\$104,326.00
Utility Operating Expenses		\$12,405,550.00
Utility Operating Income		(\$176,239.00)
Income From Utility Plant Leased to Others (413)		
Gains (Losses) from Disposition of Utility Property (414)		\$17,689.00
Total Utility Operating Income		(\$158,550.00)
OTHER INCOME AND DEDUCTIONS		
Revenues From Merchandising, Jobbing and Contract Work (415)		
Costs and Expenses of Merchandising, Jobbing and Contract Work (416)		
Interest and Dividend Income (419)		\$50,871.00
Allowance for funds Used During Constructions (420)		
Nonutility Income (421)		
Miscellaneous Nonutility Expenses (426)		
Total Other Income and Deductions		\$50,871.00
TAXES APPLICABLE TO OTHER INCOME		
Taxes Other Than Income (408-20)		
Total Taxes Applicable to Other Income		
INTEREST EXPENSE		
Interest Expense (427)	\$201,439.00	\$192,597.00
Amortization of Debt Discount and Exp. (428)	\$16,165.00	\$9,825.00
Amortization of Premium on Debt (429)		
Total Interest Expense	\$217,604.00	\$202,422.00
EXTRAORDINARY ITEMS		
Extraordinary Income (433)		
Extraordinary Deductions (434)		(\$46,552.00)

(401) 10,069,543.00
 (610) 7,063,168.00
3,006,375.00

18900 Boone County Water District 01/01/2013 - 12/31/2013

Water Utility Expense Accounts (Ref Page: 28)

	Current Year (c)	Supply and Exp Op (d)	Supply and Exp Maint (e)	Water Treatment Exp Op (f)	Water Treatment Exp Maint (g)	Trans and Dist Exp Op (h)	Trans and Dist Exp Maint (i)	Customer Acc Exp (j)	Admin and Gen Exp
Salaries and Wages-Employees (601)	\$1,235,564.00	\$0.00	\$0.00	\$0.00	\$0.00	\$547,262.00	\$273,631.00	\$252,541.00	\$162,130.00
Salaries and Wages-Officers Directors and Majority Stockholders (603)	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
Employee Pensions and Benefits (604)	\$436,681.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193,417.00	\$96,708.00	\$89,255.00	\$57,301.00
Purchased Water (610)	\$7,063,168.00	\$7,063,168.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Purchased Power (615)									
Fuel for Power Production (616)									
Chemicals (618)									
Materials and Supplies (620)	\$584,565.00	\$0.00	\$0.00	\$0.00	\$0.00	\$235,214.00	\$234,301.00	\$72,385.00	\$42,665.00
Contractual Services - Eng (631)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services - Acct (632)	\$34,023.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,023.00
Contractual Services - Legal (633)	\$73,616.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,616.00
Contractual Services - Management Fees (634)									
Contractual Services - Water Testing (635)	\$34,521.00	\$34,521.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services - Other (636)	\$390,975.00	\$0.00	\$0.00	\$0.00	\$0.00	\$127,771.00	\$59,301.00	\$154,948.00	\$48,955.00
Rental of Bld./Real Property (641)									

Boone County Water	2010	2011	2012	2013
WATER	PURCHASED	PURCHASED	PURCHASED	PURCHASED
JANUARY	172,957,048	178,731,608	182,970,524	183,012,412
FEBRUARY	156,966,304	158,948,504	170,202,912	163,619,016
MARCH	174,043,892	166,863,092	186,641,708	187,891,616
APRIL	177,748,736	168,947,768	184,607,896	186,091,928
MAY	199,725,724	193,740,228	229,322,588	207,718,852
JUNE	214,753,044	226,849,700	294,527,244	224,492,752
JULY	272,868,156	304,507,060	367,630,032	235,746,412
AUGUST	330,233,772	298,175,240	319,345,136	256,889,380
SEPTEMBER	303,637,884	225,950,604	218,647,132	229,632,260
OCTOBER	250,903,136	202,407,304	199,545,456	196,737,464
NOVEMBER	179,639,680	175,997,668	179,319,536	184,727,576
DECEMBER	173,541,984	179,612,004	181,287,524	188,695,716
TOTAL FOR YEAR	2,607,019,360	2,480,730,780	2,714,047,688	2,445,255,384
PREVIOUS YEAR % +/-	1.1311	0.9516	1.0941	0.9010

WATER	SOLD	SOLD	SOLD	SOLD
JANUARY	161,953,084	160,300,240	177,494,560	172,128,677
FEBRUARY	158,591,913	159,431,662	157,955,185	164,781,727
MARCH	139,870,880	150,762,199	152,078,442	152,872,144
APRIL	160,227,755	152,655,701	188,962,940	172,086,608
MAY	170,628,387	166,471,074	163,465,640	175,950,226
JUNE	187,218,535	175,395,013	209,207,894	198,786,784
JULY	156,574,921	215,051,591	317,652,762	220,722,854
AUGUST	312,097,526	286,192,574	318,700,377	210,720,115
SEPTEMBER	329,924,501	283,514,936	286,533,481	252,696,470
OCTOBER	261,021,952	198,707,730	196,623,653	195,968,748
NOVEMBER	214,815,510	174,283,122	175,111,210	184,486,817
DECEMBER	166,307,831	145,512,702	162,404,455	194,463,640
TOTAL FOR YEAR	2,419,232,795	2,268,278,544	2,506,190,599	2,295,664,810
LOSS	187,786,565	212,452,236	207,857,089	149,590,574
LOSS PERCENTAGE	0.9280	0.9144	0.9234	0.9388
PREVIOUS YEAR % +/-	1.1490	0.9376	1.1049	0.9160

Exhibit # 1c



"The Place to Be"

Visit Our Website
www.cityofwalton.org

January 3, 2013

RECEIVED JAN 04 2013

Bullock Pen Water District
1 Farrell Drive
Crittenden, KY 41030

Ref: Rate Change

Please be advised that the City of Walton will have a .07-cent rate increase from Northern Kentucky Water District effective February 1, 2013 thus making it necessary to raise your monthly water rates.

In accordance with the March 3, 1992 agreement with the City of Walton and the Bullock Pen Water District, the cost of water to the District shall be 30% over the wholesale cost. The new rate to the City will be \$3.20 per 1,000 gallons of water.

The current rate for Bullock Pen Water District is \$4.07 per 1,000 gallons. The new rate will be \$4.16 per 1,000 gallons of water effective March, 2013.

Sincerely,

Phillip W. Trzop, Mayor



"The Place to Be"

Visit Our Website
www.cityofwalton.org

Bullock Pen Water District
1 Farrell Drive
Crittenden, Ky. 41030

Ref: Rate Change (CORRECTED AMOUNT)

The City of Walton will have a rate increase per Northern Kentucky Water District Second Phase Rate Case 2012-00072 which affects the rate we pay for Wholesale Water. Please be advised that the rate will have a .06-cent rate increase effective February 1, 2014 thus making it necessary to raise your monthly water rates.

In accordance with the March 3, 1992 agreement with the City of Walton and Bullock Pen Water District, the cost of water to the District shall be 30% over wholesale cost. The new rate to the City will be \$3.26 per 1,000 gallons of water.

The current rate for Bullock Pen Water District is \$4.16 per 1,000 gallons the new rate will be ~~\$5.14~~ per 1,000 gallons of water effective March, 2014
\$4.24

Sincerely

Mark Carnahan, Mayor

Exhibit 1d

WATER SUPPLY AGREEMENT

This Water Supply Agreement ("Agreement") dated as of the 15th ____ day of August, 2013 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 **Bullock Pen Water District, 1 Farrell Drive, P.O. Box 188, Crittenden, Kentucky 41030** (hereinafter "BPWD"). City and BPWD will be collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, City and BPWD have previously entered into a Water Purchase Agreement dated May 3, 1994 and,

WHEREAS, BPWD desires a reliable source of water for its present and future needs and City desires to continue to provide BPWD with a reliable source of water for its present and future needs; and

WHEREAS, City and BPWD desire to terminate their previous Agreement dated May 3, 1994 and replace it with an Agreement to establish certain terms, conditions and covenants for the supply of water to BPWD and,

WHEREAS, City and BPWD desire to work together to promote and encourage responsible growth and development in southern Grant County where BPWD currently maintains its customer base serviced in large part by water currently being supplied by City.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, City and BPWD hereby agree as follows:

ARTICLE I

EFFECTIVE DATE, TERM AND TERMINATION OF PRIOR AGREEMENT

- A. This Agreement will take effect on the date this Agreement and the rates and service set forth herein are approved by the Kentucky Public Service Commission of the Commonwealth of Kentucky (hereinafter "PSC") or the date that the PSC declares that its approval of this Agreement and the rates and services set forth herein is not required, whichever occurs first, (hereinafter the "effective date") provided that such approval or declaration by the PSC is given or made on or before January 1, 2014.
- B. Once this Agreement takes effect on the effective date, this Agreement will continue in full force and effect until January 1, 2024.

- C. The Water Supply Agreement dated May 3, 1994 by and between City and BPWD will be automatically terminated on the effective date with no action required by the parties thereto to effectuate such termination.

**ARTICLE II
QUANTITY AND QUALITY OF WATER**

- A. During the term of this Agreement and renewal or extension thereof, BPWD will purchase from City and City will supply to BPWD a minimum volume or flow rate of water of one hundred thousand (100,000) gallons per day averaged on a monthly basis at the point of delivery hereafter specified. If desired by BPWD, City will supply to BPWD a volume or flow of water up to two hundred thousand gallons (200,000) per day averaged on a monthly basis at the point of delivery. City will not be obligated to provide water to BPWD in excess of ____ hundred thousand gallons () per day averaged on a monthly basis. But if desired by BPWD, City will provide water to BPWD in excess of this volume or flow rate to the extent City determines in its sole expression that it has excess water available.

It is acknowledged by the parties that the City is currently in the process of designing and constructing a new water treatment facility. It is agreed by the City and BPWD that once the City's new water treatment facility is on-line, the parties will reevaluate the maximum volume or flow of water to be purchased by BPWD on a monthly basis.

- B. City will not be required, and will have no obligation to supply to BPWD a volume or flow rate of water in excess of five hundred (500) gallons per minute averaged on an hourly basis through the existing point of delivery located near the intersection of Baton Rouge Road with KY Highway 22.
- C. BPWD reserves the right to service any of its customers within its system with water purchased from City.
- D. The water provided by City to BPWD will be potable, treated water meeting all applicable and purity standards of all appropriate federal, state and local regulatory agencies. The water will be of the same quality as that furnished to City's retail and other wholesale customers. In the event City is unable to provide water that is potable, treated water meeting all applicable quality and purity standards of all federal, state and local regulatory agencies, BPWD's obligation to purchase a minimum volume or flow rate of one hundred thousand (100,000) gallons per day averaged on a monthly basis will be suspended during the period of time that BPWD discovers such failure to meet all federal, state and local applicable quality and purity standards and continue until such water quality and purity standards are met by City.

It is acknowledged by City and BPWD that water quality and purity standards established by federal, state and/or local regulatory agencies may change from time to time during the term of this Agreement. City agrees that in the event any water quality and/or purity standards are changed by any federal, state or local regulatory agency, City will meet those new regulations.

- E. BPWD reserves the right to retreat or provide additional water treatment to the water supplied by City as may be reasonably necessary and within industry standards to insure the water supplied to BPWD meets all applicable quality and purity standards of all appropriate federal, state and local regulatory agencies and may commence such re-treatment or additional water treatment until such time as the water supplied by City meets all applicable quality and purity standards of all federal, state and local regulatory agencies. Any expense incurred by BPWD in re-treating water in order to bring the supplied water to the minimum applicable quality and purity standards of all federal, state and local agencies shall be paid by City.

- F. BPWD's obligation to purchase from City a minimum volume of flow rate of water of 100,000 gallons per day averaged on a monthly basis will be automatically suspended during any period that City is not able to provide this volume or flow rate and/or quality of water to BPWD.

**ARTICLE III
POINTS OF DELIVERY, METERTING EQUIPMENT AND PRESSURE**

- A. City will provide water to BPWD at the Point of Delivery where the current master meter is currently located at or near the intersection of Baton Rouge Road with KY Highway 22 ("Point of Delivery").

- B. City will own, operate and maintain the master meter and meter pit at the Point of Delivery at City's cost and expense. City will make annual tests and inspections of the meter and meter pit and perform such other tests and inspections as City may deem necessary. In any event, such inspection and tests shall be at a minimum of those required by any federal, state or local regulatory agencies. No correction will be made in the billing to City unless a test or inspection shows that the metering is more than one and one-half (1 ½) percent slow or fast. If any test or inspection shows that the metering is inaccurate by more than one and one-half (1 ½) percent, slow or fast, correction will be made to the billing to BPWD for the period during which City and BPWD agree that the inaccuracy existed. If no such agreement is reached, it will be assumed that the error developed progressively from the date of the last meter test or inspection and an appropriate adjustment to billings will be made. All costs of required metering testing and inspection shall be borne by City. BPWD reserves the right to test and/or inspect the meter at its own cost and expense. Any discrepancy in the metering of more than one and one-half percent (1 ½), slow or fast, shall result in an adjustment to the billing for water supply consistent with those terms set forth in this Article B.

- C. City will use its best reasonable efforts to provide a delivery pressure of one hundred seventy (170) PSI at the point of delivery subject to the force majeure events described in Article X of this Agreement. In the event City is unable to provide a delivery pressure of one hundred seventy (170) PSI at the Point of Delivery and such failure to provide a delivery pressure of one hundred seventy (170) PSI continues for a period in excess of twenty-four (24) consecutive hours or seventy-two (72) accumulative hours in any calendar month, BPWD may provide written notice to City of such failure and BPWD's obligation to purchase the minimum volume or flow rate of water of one hundred thousand (100,000) gallons average on a daily basis will be suspended for the period of time commencing when BPWD provides such written notice to City and continuing until such time as City is again able to provide a delivery pressure of one hundred seventy (170) PSI at the point of delivery.
- D. It is acknowledged by the parties that depending upon the rate and extent of growth in the general area now serviced by BPWD with water purchased from the City, additional master meter and meter pits may be required or the existing master meter and meter pit may need to be relocated and/or upgraded. As of the execution of this Agreement, one potential area which may require an additional master meter and meter pit would be in the Heekin Road vicinity. In the event BPWD requires an additional master meter and meter pit or the existing master meter and meter pit needs to be upgraded and/or relocated at any time during the term of this Agreement, the City will cooperate with BPWD in implementing those upgrades and/or relocations. The cost of any necessary relocation, upgrade or additional master meter and meter pit shall be the responsibility of the City.

ARTICLE IV WATER RATES

- A. BPWD shall pay City water rates and charges for wholesale customers at such rates and charges as may be adjusted from time to time. City may, from time to time, increase its water rates and charges but no rate or charge increase will take effect unless and until it has been reviewed and approved by the PSC. City shall not under any circumstance increase water rates greater than three (3) percent in any calendar year. For purposes of this Agreement, the water rates charged by City to BPWD in effect as of the Effective Date of this Agreement shall continue until increased as provided for herein.
- B. BPWD shall pay to City for the actual quantity of water purchased from City unless BPWD'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 BPWD 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.

- C. Effective January 1, 2014, BPWD shall pay to City the rate of \$2.89 per thousand gallons on water purchased. That rate shall continue until January 1, 2015. Effective January 1, 2015, BPWD shall pay to City the rate of \$3.10 per thousand gallons of water purchased. That rate shall continue until modified consistent with the terms and conditions set forth herein.

**ARTICLE V
BILLING AND PAYMENT**

- A. City will read the meter on or about the 15th day of each month and will cause such reading to be entered into its permanent record and will use such reading in preparing the statement for water purchased by BPWD as provided for herein.
- B. The City will furnish to BPWD at 1 Farrell Drive, Crittenden, Kentucky 41030 or such other address as BPWD may designate in writing from time to time on or before the 1st day of each month following the meter reading a statement of charges showing the amount of water delivered by City to BPWD during the preceding meter reading (15th day of each month to 15th day of each month) and the amount of payment due for water purchased by BPWD.
- C. BPWD shall pay to City no later than the 10th day of each month the amount of the statement received by BPWD. Such payment shall be delivered or mailed to City at 400 North Main Street, Williamstown, Kentucky 41097 or such other place as City may designate in writing.

**ARTICLE VI
AGREEMENT EXTENSION**

The term of this Agreement may be extended at any time by written mutual agreement executed by duly authorized officers of each of the Parties hereto.

**ARTICLE VII
AUDITS**

City shall cause its accounts to be audited by a firm of certified public accountants on an annual basis. A copy of the certified public accountants' Audit Report will be supplied to BPWD. BPWD may cause the accuracy of any cost charged to it to be verified at BPWD's own expense by an examination of the accounts and records kept by City. City agrees that it will make all of its accounts and records available to BPWD at any reasonable time and location for such purposes.

**ARTICLE VIII
BEST REASONABLE EFFORTS**

City will endeavor at all times to the best of its ability to operate and maintain its water purification distribution system in an efficient manner and will take such action within its capability as may be reasonably necessary to furnish BPWD with the quantities of potable water required by this Agreement. Temporary or partial failures to deliver water shall be remedied by City as promptly as reasonably possible. In the event of an extended shortage of water or the supply of water available to City is otherwise diminished over an extended period of time, the supply of water to BPWD shall be reduced or diminished in the same ratio or proportion as the water supply to City's customers is reduced or diminished.

**ARTICLE IX
RATE INCREASE**

The rates to be charged by City to BPWD for water furnished under this Agreement may be increased or decreased by City during the term of this Agreement only in accordance with the following provisions:

- A. City shall not increase or decrease the rate per one thousand (1,000) gallons to be paid by BPWD to City more often than once in any 365 day period.
- B. City shall not increase or decrease the rate per one thousand (1,000) gallons to be paid by BPWD to City unless the City shall have delivered or mailed to BPWD written notice of such intended increase or decrease a minimum of four (4) months prior to the effective date of such increase or decrease.
- C. The City shall not increase or decrease at any one time the rate per one thousand (1,000) gallons to be paid by BPWD to City in an amount more than three (3) percent of the current charge per one thousand (1,000) gallons prior to such change.
- D. Any increase or decrease in the rate charged by City to BPWD for water supplied under the terms of this Agreement shall not become effective unless and until such increase or decrease in water rates has first been reviewed and approved by PSC.
- E. Any increase or decrease in the rates for water services supplied by City to BPWD shall not exceed those increases or decreases being made by City to its regular customers residing within the City of Williamstown city limits.

**ARTICLE X
FORCE MAJEUR**

Either party may suspend its performance under this Agreement if such party's performance is prevented or delayed by a cause or causes beyond the reasonable control of such party which could not have been avoided by the exercise of reasonable diligence. Such causes

may include but are not limited to acts of God, acts of war, riot, fire, explosion, lockouts or other labor disturbances, breakage or damage of machinery or pipelines, or either party's entire failure of water system. The party asserting a right to suspend performance must, within a reasonable time of acquiring knowledge of the cause requiring the suspension, notify the other party in writing of the cause of suspension, the performance suspended, and the anticipated duration of the suspension. Performance shall be suspended only the time it is prevented or delayed by the type of causes described in this Article and the party whose performance is prevented or delayed shall endeavor to remove or overcome the cause or causes with all reasonable dispatch. Should City suspend its performance in supplying water, BPWD's obligations to pay for the water rates and charges specified herein shall be suspended for the duration of City's intended performance.

ARTICLE XI RESPONSIBILITY AND INDEMNIFICATION

City and BPWD shall be solely responsible for the construction, operation and maintenance of their respective water systems. City and BPWD, to the extent permitted by law, expressly agree to defend, indemnify and hold harmless the other against all claims, demands, damages, costs or expenses incurred by third parties proximately caused by either party's negligence or willful misconduct in connection with the construction, operation or maintenance of their respective water systems.

ARTICLE XII COOPERATION BETWEEN CITY AND BPWD

City and BPWD agree to work together cooperatively to insure that the purposes of this Agreement are achieved for the benefit of their respective customers and their respective water systems.

ARTICLE XIII WATER QUALITY VIOLATIONS

City, at its sole cost and expense, insures that all water supplied to BPWD shall meet all federal, state and local water quality standards and regulations. If for any reason City is unable or fails to supply water to BPWD that does not meet any and all water quality standards imposed by any federal, state or local governmental agency, the following provisions shall apply:

- A. Any cost or expenses incurred by BPWD in the notification of its customers of any water quality or standard issue which is incurred by BPWD as a result of City's failure to provide quality water, including but not limited to total trihalomethanes (TTHM) and/or halo acidic acids (HAA), shall be reimbursed by City to BPWD.
- B. In the event City should determine that the water supplied to BPWD under the terms of this Agreement are or will fail to meet any and all water quality standards

imposed by any federal, state and local governmental agency, City shall forthwith notify BPWD of such water quality violation or condition.

- C. Any water that must be discharged by BPWD and therefore unavailable for sale to its customers as a result of City's failure to insure that water supplied does not meet all water quality standards imposed by and federal, state or local governmental agency, City shall reimburse BPWD for all such water discharged by BPWD. Reimbursement shall be made on a one thousand (1,000) gallon basis at the same rates charged by City to BPWD.
- D. BPWD reserves the right to take any and all measures, including but not limited to re-treatment, to insure that water supplied by City to BPWD that does not meet all water quality standards imposed by any federal, state or local governmental agency will be brought to all minimum water quality standards. All cost of re-treatment of water by BPWD shall be reimbursed by City.

ARTICLE XIV TASTE AND ODOR ISSUES

In the event City supplies water to BPWD that does not meet minimum BPWD standards as to taste and odor, BPWD reserves the right to discharge such water. In the event that any water is discharged by BPWD and, therefore, not made available for resale to BPWD's customers, BPWD shall be reimbursed by City for all such water discharged. It shall be the responsibility of BPWD to notify City within thirty (30) days of such discharge of the amount of water so discharged and the amount which BPWD seeks as reimbursement.

ARTICLE XV NOTICES

Any notices allowed or required under this Agreement shall be in writing and shall be delivered to the other party by United States mail, postage prepaid; or email. Notice shall be effective upon receipt by the party to whom such notice is being delivered. Notices given by the Parties shall be done at the following addresses:

TO CITY: City of Williamstown
 Attn: Ms. Crystal Fryman
 400 North Main Street
 P.O. Box 147
 Williamstown, KY 41097
 cfryman@wtown.ky.org

TO BPWD: Bullock Pen Water District
Attn: Superintendent William Catlett
1 Farrell Drive
P.O. Box 188
Crittenden, KY 41030
ajohnson@bpwd.org – email

**ARTICLE XVI
ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all other understandings and agreements between the parties with respect to the subject matter of this Agreement. There are no understandings and representations and warranties of any kind, express or implied, not expressly set forth in this Agreement. This Agreement shall not be modified unless it be done in writing and signed by all parties.

**ARTICLE XVII
WAIVERS**

The failure of any party at any time to enforce any provision of this Agreement to exercise its rights under any provision or to require a certain performance of any provision shall in no way be considered as a waiver of such provision nor in any way affect the validity of this Agreement or the right of a party thereafter to enforce each and every other provision herein.

**ARTICLE XVIII
BINDING NATURE; CONSENT REQUIRED FOR ASSIGNMENT**

This Agreement shall binding upon the parties and their successors and assigns. This Agreement shall not be assigned by either parity without the written consent of the other.

**ARTICLE XIX
AUTHORITY TO EXECUTE AGREEMENT**

City represents that its possesses full authority to enter into this Agreement as indicated by the lawful resolution of its City Council attached hereto as Exhibit "A". BPWD possesses full authority to enter into this Agreement by lawful resolution of BPWD's Board of Commissioners attached hereto as Exhibit "B".

**ARTICLE XX
MISCELLANEOUS PROVISIONS**

- A. Nothing herein contained shall limit or otherwise restrict BPWD's right to purchase water from any third party supplier or to produce water for sale to its customers at any point in its service area.

- B. BPWD and City agree to review at least once every three (3) years (measured from the date of this Agreement) the water needs of the District, excess water, if any, which the City may have available for sale and may then by mutual agreement enter into a written agreement modifying the provisions herein relating to the amount of water to be sold and purchased thereafter.

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

CITY OF WILLIAMSTOWN

BY: *[Signature]*

TITLE: *Mayor City of Williamstown*

COMMONWEALTH OF KENTUCKY

COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the City of Williamstown by and through *Rick Skinner*, its *Mayer* this ~~15th~~ *5th* day of ~~August~~ *September*, 2013.

[Signature]
Notary Public
My Commission Expires: *01/05/17*
Notary ID No.: *480030*

BULLOCK PEN WATER DISTRICT

BY: *Bobby Burgess*
BOBBY BURGESS, CHAIRMAN

COMMONWEALTH OF KENTUCKY

COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the Bullock Pen Water District, by and through Bobby Burgess, its Chairman, this 15th day of August, 2013.

[Signature]
Notary Public
My Commission Expires: 3/24/16
Notary ID No.: _____

EXHIBIT "A"
CITY OF WILLIAMSTOWN RESOLUTION
AUTHORIZING EXECUTION

RESOLUTION NO. 2013-07


**A RESOLUTION OF THE CITY OF WILLIAMSTOWN, KENTUCKY,
AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF
WILLIAMSTOWN TO EXECUTE A WATER SUPPLY AGREEMENT
BETWEEN THE CITY OF WILLIAMSTOWN AND BULLOCK PEN
WATER DISTRICT**

WHEREAS, the City of Williamstown, Kentucky, and Bullock Pen Water District have previously entered into a Water Supply Agreement dated May 3, 1994, and the City of Williamstown desires to continue providing water supply to Bullock Pen Water District; and,

WHEREAS, the City of Williamstown will continue to provide water supply to Bullock Pen Water District at the current rate until January 1, 2014, at which time the previous Water Supply Agreement with Bullock Penn Water District dated May 3, 1994, will terminate and a revised Water Supply Agreement between the City of Williamstown and Bullock Pen Water District will become effective; and,


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSTOWN, KENTUCKY, that the City Council does hereby authorize the Mayor of the City of Williamstown to enter into and execute the Water Supply Agreement between the City of Williamstown and Bullock Pen Water District that shall remain in full force and effect until January 1, 2024.

Done this 5th day of September 2013 by the City Council of the City of Williamstown, Kentucky, on a motion made by Councilperson Gabbert, and on a second by Councilperson Crupper, and approved by a vote of 5-1.



Rick Skinner, Mayor
City of Williamstown, Kentucky

ATTEST:



Vivian Link, City Clerk/Treasurer

EXHIBIT "B"
BULLOCK PEN WATER DISTRICT RESOLUTION
AUTHORIZING EXECUTION

**BULLOCK PEN WATER DISTRICT
RESOLUTION**

The August 15, 2013, meeting of the Bullock Pen Water District was called to order by Chairman Bobby Burgess. Present at the meeting were Commissioners Charles Givin, Andrea Walton, Jimmie King, and Logan Murphy. Chairman Burgess announced that the next item of business was a discussion of the Water Supply Agreement with the City of Williamstown. After discussion, upon Motion of Charles Givin and second by Logan Murphy it was unanimously:

RESOLVED, that the Bullock Pen Water District be and the same is hereby authorized, by and through its Chairman, Bobby Burgess, to execute the attached Water Supply Agreement to be entered into between the District and the City of Williamstown.

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized and directed to execute any and all other documents necessary to finalize the Water Supply Agreement.

BE IT FURTHER RESOLVED, that Counsel, Thomas R. Nienaber, be and he is hereby directed, after all appropriate signatures are obtained, to submit the Water Supply Agreement to the Kentucky Public Service Commission for approval.

Done at the Bullock Pen Water District this 15th day of August, 2013.

BULLOCK PEN WATER DISTRICT:

BY:


BOBBY BURGESS, CHAIRMAN

ATTEST:


JIMMIE KING, SECRETARY

2012	NKWD (gallons) KY0590220		NKWD (dollars)		City of Williamstown (gallons) KY0410472		City of Williamstown (dollars)		City of Walton (gallons) KY0080442		City of Walton (dollars)		Boone County (gallons) KY0080034		Boone County (dollars)		Total Water Sold (gallons)		Total Water Sold (dollars)		Water Produced		
	2013																						
January	15,348,212	\$47,336.56	6,547,000	\$17,218.61	979,200	\$3,848.26	6,569,600	\$7,294.19	28,001,000														
February	13,932,248	\$44,090.31	4,877,000	\$12,826.51	1,590,500	\$6,250.67	2,054,700	\$9,412.47	24,862,000														
March	13,746,744	\$43,554.86	4,937,000	\$12,984.31	1,686,800	\$6,629.12	2,651,400	\$11,358.23	26,048,100														
April	14,298,020	\$45,279.44	6,538,400	\$17,195.99	2,920,300	\$11,476.78	3,199,500	\$9,653.16	27,139,500														
May	15,222,548	\$48,171.68	6,286,600	\$16,533.76	2,835,400	\$11,143.12	2,719,200	\$9,058.54	25,886,000														
June	14,730,364	\$45,026.96	6,987,000	\$18,375.81	3,377,600	\$13,273.97	2,551,700	\$9,517.10	35,378,000														
July	15,517,260	\$49,093.64	5,080,000	\$13,360.40	3,796,900	\$14,921.82	2,766,600	\$20,648.81	37,010,000														
August	14,373,568	\$45,515.78	4,513,000	\$11,869.19	251,100	\$986.82	5,725,900	\$23,094.10	31,058,000														
September	13,354,044	\$42,326.36	3,340,000	\$11,835.00	183,900	\$722.73	6,713,400	\$19,127.43	30,032,000														
October	15,276,404	\$48,340.16	3,351,000	\$11,835.00	80,300	\$315.58	5,560,300	\$15,925.14	26,902,600														
November	13,579,940	\$43,033.04	4,270,000	\$11,835.00	804,400	\$3,161.29	4,629,400	\$14,906.21	24,994,000														
December	12,273,184	\$41,572.63	5,379,000	\$14,146.77	1,171,900	\$4,605.57	4,333,200	\$15,417.39	34,010,000														
2013									351,321,200														
January	15,797,760	\$47,385.57	4,978,000	\$13,092.14	1,683,500	\$7,003.36	4,481,800	\$5,371.56	28,272,000														
February	12,912,724	\$41,764.45	5,607,000	\$14,746.41	5,903,000	\$24,556.48	1,561,500	\$4,741.70	29,313,000														
March	13,608,364	\$44,031.27	5,188,000	\$13,644.44	1,826,200	\$7,596.99	1,378,400	\$20,315.61	21,613,100														
April	14,297,272	\$45,782.46	5,446,500	\$14,324.30	62,900	\$261.66	5,905,700	\$16,332.43	26,158,000														
May	13,086,260	\$42,363.05	5,293,500	\$13,921.91	2,663,800	\$11,081.41	4,747,800	\$15.48	27,397,300														
June	12,495,340	\$40,474.95	6,298,000	\$16,563.74	7,249,000	\$30,155.84	4,500	\$3.39	31,425,000														
July	14,444,628	\$46,703.29	5,189,000	\$13,647.07	6,691,400	\$27,836.22	0	\$3.39	29,610,000														
August	14,269,596	\$46,144.03	5,895,000	\$15,503.85	6,513,300	\$27,095.33	0	\$919.71	29,036,000														
September	14,250,896	\$46,084.28	6,912,000	\$18,178.56	5,440,700	\$22,633.31	271,300	\$3,791.72	30,111,000														
October	13,389,200	\$43,331.00	7,111,000	\$18,701.93	5,634,400	\$23,439.10	1,118,500	\$2,934.38	25,516,000														
November	12,600,060	\$40,809.55	5,432,000	\$14,286.16	5,817,700	\$24,201.63	8,656,000	\$2,927.60	26,309,000														
December	13,482,700	\$41,572.63	6,024,000	\$17,409.36	6,298,700	\$26,202.59	863,600	\$2,558.09	23,757,600														

12245000

2014									328,518,000		
January	16,254,788	\$53,553.51	4,177,000	\$12,071.53	5,078,900	\$21,128.22	754,600	\$2,558.09	30,216,000	\$332,284.35	17,455,000
February	12,689,907	\$41,952.36	6,386,000	\$18,455.54	9,371,000	\$39,733.04	1,392,800	\$4,721.59	29,673,000	\$327,017.57	16,020,000
March	14,919,608	\$49,228.44	4,519,000	\$13,059.91	5,402,600	\$22,907.02	1,200,100	\$4,068.34	23,006,000	\$279,405.97	13,505,000
April	14,790,204	\$48,806.32	6,345,000	\$18,337.05	5,951,700	\$25,235.21	1,471,700	\$4,989.06	37,663,600	\$374,749.46	15,955,000
May	14,307,744	\$47,232.52	5,617,000	\$16,233.13	5,552,010	\$23,540.52	1,454,200	\$4,929.74	24,712,000	\$292,484.84	17,850,000
June	14,941,300	\$49,299.20	6,853,000	\$19,805.17	5,552,010	\$23,540.52	2,212,000	\$7,498.68	32,424,000	\$349,980.30	16,670,000
July	15,244,240	\$50,287.40	6,579,000	\$19,013.31	0	\$0.00	5,131,100	\$18,164.09	33,464,700	\$356,581.04	17,415,000
August	14,513,444	\$47,903.52	6,442,000	\$18,617.38	659,980	\$2,798.32	5,143,900	\$18,209.41	26,759,324	\$342,949.50	16,240,000
September	16,041,608	\$52,888.44	6,284,000	\$18,160.76	912,400	\$3,868.58	5,718,900	\$20,244.91	28,956,908	\$313,277.11	15,685,000
October	15,641,428	\$51,583.04	5,897,000	\$17,042.43	1,448,600	\$6,142.06	5,407,700	\$19,143.26	28,394,728	\$294,237.45	12,870,000
November	12,707,772	\$42,013.36	6,823,000	\$19,718.47	1,115,700	\$4,730.57	2,634,700	\$9,326.78	20,646,472	\$327,080.34	14,180,000
December									0		
2015							2014 TOTAL WATER SOLD		315,916,732	\$3,590,047.93	

12/13 175,534,743 71,946,000 47,343,600 33,384,700 339,674,332 186,090,000
 to \$576,30,74 \$207,924,04 \$199,826,65 \$116,412,04 \$3,916,415.93
 1/1/14

Exhibit #3

BPWD Calculations

5. Increased Water Cost:

NKWD Increase:	$\$3.13/1000 \text{ gallon to } \$3.26/1000 \text{ gallon} = \0.13 $175,543,743 \times \$0.13 / 1000 \text{ gallon} = \mathbf{\$22,819.52}$
BCWD Increase:	$\$3.44/1000 \text{ gallon to } \$3.54/ 1000 \text{ gallon} = \0.10 $33,384,700 \times \$0.10/1000 \text{ gallon} = \mathbf{\$3,338.47}$
Walton Increase	$\$4.07/1000 \text{ gallons to } \$4.24/1000 \text{ gallon} = \0.17 $47,343,600 \times \$0.17/1000 \text{ gallon} = \mathbf{\$8,048.41}$
Williamstown	$\$2.63/1000 \text{ gallons to } \$3.10/1000 \text{ gallons} = \0.47 $71,946,000 \times \$0.47/1,000 \text{ gallon} = \mathbf{\$33,814.62}$
Total Increase	\$68,021.02

6. Purchase Water Adjustment Factor:

$$\$68,021.08 / 339,674 (1000 \text{ gallons}) = \mathbf{\$0.20}$$

Exhibit #4

Bullock Pen Water District Rates

		<u>Current</u>	<u>Proposed</u>	
<u>5/8" X 3/4" Meter</u>				
First	2000 gallons	\$26.59	\$27.27	Minimum Bill
Next	3,000 gallons	\$8.80	\$9.00	per 1000 gallons
Next	5,000 gallons	\$7.96	\$8.16	per 1000 gallons
Next	10,000 gallons	\$7.11	\$7.31	per 1000 gallons
All Over	20,000 gallons	\$6.26	\$6.46	per 1000 gallons
<u>1" Meter</u>				
First	5,000 gallons	\$52.99	\$53.99	Minimum Bill
Next	5,000 gallons	\$7.96	\$8.16	per 1000 gallons
Next	10,000 gallons	\$7.11	\$7.31	per 1000 gallons
All Over	20,000 gallons	\$6.26	\$6.46	per 1000 gallons
<u>1 1/2" Meter</u>				
First	10,000 gallons	\$92.79	\$94.79	Minimum Bill
Next	10,000 gallons	\$7.11	\$7.31	per 1000 gallons
All Over	20,000 gallons	\$6.26	\$6.46	per 1000 gallons
<u>2" Meter</u>				
First	20,000 gallons	\$163.89	\$167.89	Minimum Bill
All Over	20,000 gallons	\$6.26	\$6.46	per 1000 gallons

AVERAGE Usage

<u>Meter Size</u>	<u>Average Usage</u>	<u>Current Rates</u>	<u>Proposed Rates</u>	<u>\$ Change</u>	<u>%Change</u>
5/8" X 3/4"	3,700 gal/mon	\$41.55	\$42.57	\$1.02	2.45%
1"	5,677 gal/mon	\$58.38	\$59.51	\$1.13	1.94%
1 1/2"	11,628 gal/mon	\$104.37	\$106.69	\$2.32	2.22%
2"	24,985 gal/mon	\$195.10	\$200.09	\$4.99	2.56%

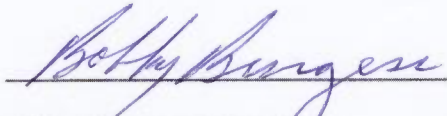
RESOLUTION FOR PASS THRU RATE INCREASE

Bullock Pen Water District

WHEREAS Bullock Pen Water District proposes to raise their water rates to offset an increase in their wholesale purchase rates from North Kentucky Water District, Boone County Water District, City of Walton, and City of Williamstown.

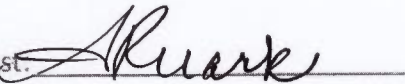
NOW THEREFORE BE IT RESOLVED by the Commissioners of Bullock Pen Water District that Bobby Burgess, Chairman, is authorized to execute and submit an application to the Kentucky Public Service Commission to raise the Bullock Pen Water District's Water Rates by \$0.20 per 1,000 gallon.

Adopted this 22 day of Jan., 2015



Bobby Burgess, Chairman

Bullock Pen Water District

Attest. 

Amy Roark, Office Manager

