Purchased Water Adjustment Form 1 July 2014

PURCHASED WATER ADJUSTMENT FOR	R
WATER DISTRICTS AND WATER ASSOCIAT	IONS
(807 KAR 5:068)	¥

RECI		IV	ED
MAR 1	3	20;	20

Έ

						PUBLIC SERVICE COMMISSION
Name of Utili	ty	CORINTI	4 WAT	TER D	STRIC	
Date	·.					
Address		215 THOU				.18
City, State, Zi	p	CORINTH	KY		41010	
Telephone Nu	mber	859-824	-7110			-
Email Addres	S	CORINTH WA	HERA .	WKYBE	BONETOM	
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.						
Sup	plier(s)	Base	Rate		Change	l Rate
CITY OF	WilliamsDo	WW #3.19			#3-29	
			·			
•	•				•	
	WEST STREET			40	1.01 × 1.	光序短数
1.b. A copy of the supplier's notice of the changed rate showing the effective date of the increase is attached as Exhibit #/						
	onth period upon must end within 9	-		adjustment	t is based. (T	his twelve-
From	January	2019	through	DECE	MBER 2	2019
(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 neces		/	Indian	OO SI	A TIMOL	an additional

Supplier(s)	Gallons Purchased during 12 month period
CITY OF WILLIAMSTOWN	74,245,422
, .	
TOTAL PURCHASES	74,265,422
4. Total gallons sold for the 12 month period	74,265,422 47,535,800
the constitution of the property of the proper	Temperatus (en en e
5. Increased water cost	#7,426.54
The increased water cost is the cost difference between purple purchases at new rate. The calculation and all supporting change in purchased water costs sufficient to determine the attached as Exhibit	documents used to determine the
	T A
6. Purchased water adjustment factor	#0-16
The purchased water adjustment factor is obtained by dividing total gallons sold.	g the increased cost of water by the
Note: The purchased water adjustment factor is added to a minimum usage is 2,000 gallons then the purchased water at the minimum bill twice.	
7. A schedule listing the current and proposed rates is attache	d as Exhibit
8. A copy of the resolution or other document of the utility's proposed rates is attached as Exhibit	governing body authorizing the
9. Proposed effective date March 01,2020	
79.8	
Signature of Utility Office	
Title	

### MONTHLY COSTS

NEW RATE # 18.50 (MINIMUM) \$ 18.34 (MINIMUM BILL) FIRST THOUSAND GALLONS \$ 13.49 PER 1000 GALLONS # 1345 PER 1000 **NEXT FOUR THOUSAND** \$ 12.07 PER 1000 GALLONS # 12.23 PER 1000 **NEXT FIVE THOUSAND** \$ 10.64 PER 1000 GALLONS # 10.80 Per 1000 OVER TEN THOUSAND \$ 7.25 PER 1000 GALLONS # 7.41 PER 1008 TRUCK LOADING STATION \$800.00 RESIDENTIAL METER CONNECTION \$1000.00 1 INCH METER CONNECTION LARGER CONNECTIONS **ACTUAL COSTS DEPOSIT (BUSINESS) \$120.00** DEPOSIT (RESIDENTIAL) \$80.00 RECONNECTION CHARGE \$44.00; AFTER HOURS RECONNECTION CHARGE \$63.00 AFTER HOURS \$57.00 SERVICE CALL/INVESTIGATION CHARGE \$40.00; **RETURNED CHECK CHARGE \$34.00** METER TEST REQUEST CHARGE \$50.00; LATE CHARGE RATE **EIGHTEEN PER CENT (18%) OF WATER BILL** CREDIT CARD PAYMENT ACTUAL COST FROM CREDIT CARD COMPANY ISSUED BY DAN FIELD-CHAIRMAN DATE EFFECTIVE AUGUST 01, 2017

## ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF KY CASE NUMBER #2017----00242 DATED: AUGUST---17, 2017

1100 19.69 1200 21.04 1300 22.39 1400 23.74 1500 25.09 1600 26.43 1700 27.78 1800 29.13 1900 30.48 2000 31.83 2100 33.18 2200 34.53 2300 35.88 2400 37.23 2500 38.58 2600 39.92 2700 41.27 2800 42.62 2900 43.97 3000 45.32 3100 46.67 3200 48.02 3300 49.37 3400 50.72 3500 52.07 3600 53.41 3700 54.76 3800 56.11 3900 57.46 4000 58.81 4100 60.16 4200 61.51 4300 62.86 4400 64.21 4500 65.56 4600 66.90 4700 68.25 4800 69.60 4900 70.95 5000 72.30 5100 73.50 5200 74.70 5300 75.90 5400 77.10 5500 78.30 5600 79.50 5700 80.70 5800 81.90 5900 83.10 6000 84.37 6100 85.59 6200 86.77 6300 88.00 6400 89.21 6500 90.42 6600 91.63 6700 92.84 6800 94.05 6900 95.26 7000 96.44 7100 97.65 7200 98.86 7300 100.06 7400 101.27 7500 102.48 7600 103.68 7700 104.88 7800 106.09 7900 107.30 8000 108.51 8100 109.71 8200 110.92 8300 112.12 8400 113.33 8500 114.55 8600 115.75 8700 116.95 8800 118.16 8900 119.37 9000 120.58 9100 121.79 9200 123.00 9300 124.21 9400 125.41 9500 126.62 9600 127.83 9800 130.24 9900 131.44 10,000 132.65 9700 129.04 OVER 10,000 GALLONS \$10.14 PER 1000.

#### THE CUSTOMERS BILL BEGINS AS SOON AS SERVICE IS READY FOR USE.

### **CORINTH WATER DISTRICT**

### **JANUARY 2019 THRU DECEMBER 2019**

AMOUNT WA	TER PURCHASED		AMOUNT WAT	TER SOLD
JANUARY	6,500,422		JANUARY	3,778,300
FEBRUARY	7,430,500		FEBRUARY	3,357,800
MARCH	5,060,800		MARCH	3,245,400
APRIL	5,431,000		APRIL	3,348,100
MAY	6,340,600		MAY	3,769,600
JUNE .	5,530,100		JUNE	3,833,800
JULY	6,613,200		JULY	4,304,900
AUGUST	6,632,100		AUGUST	4,297,000
SEPTEMBER	5,752,800		SEPTEMBER	3,571,500
OCTOBER	6,806,600		OCTOBER	4,353,500
NOVEMBER	5,326,300		NOVEMBER	4,572,300
DECEMBER	<u>6,841,000</u>		DECEMBER	<u>5,103,600</u>
TOTALS	74,265,422		TOTALS	47,535,800
\$ PAID FOR V	VATER @ \$3.19	\$ 236,906.63		
\$ PAID FOR V	VATER @ \$3.29	<u>\$ 244,333.17</u>		
1	DIFFERENCE	\$7,426.54		

**DIFFERENCE DIVIDED BY TOTAL SOLD \$7,426.54 DIVIDED BY 47,535,800 = \$0.16 PER 1000** 

### **CALCULATED ON 02/07/2020**

By William H. Hill

MONTH USAGE BILLED L. S. OTHER FLUSHING F.D.

APRIL	7,593,900	3,293,500	302,400	647,900	475,000	7,400
MAY	10194200	4,736,800	323,300	3,200,00	456,100	9,400
	\$1000 A \$100 A \$	0 0.00.00.00.00.00.00.00.00.00.00.00.00.0	Annual State of the State of th	0	*	
JUNE	6,765,900	5,614,400	444,800	Leak 384,600	508,300	10.3%
24.14				POOLS		
JULY	7,403,400	3,765,200	425,400	65,300 POOLS	521,700	11,400-6.5%
AUGUST	4,995,100	3,975,800	361,600	73,880	504,900	9.8%
<u>SEPTEMBER</u>	5,241,000	3,372,500	342,700	176,900	586,400	8.5%
<u>OCTOBER</u>	6,809,700	3,456,900	364,800	1,080,00 0	631,400	21,2006.6%
NOVEMBER	5,237,800	4,187,100	313,100	91,350	400,100	16,2009.6%
DECEMBER	5,220,700	5,235,300	386,500		404,000	24,400
LOWEST	01/18/18	134,300	<u>HIGH</u>	4/05/18	533,000	
**2018** TOTALS						
	<b>A</b>	В	С	D	E	F
JANUARY	6,500,422	3,778,300	346,300	1,400,000	405,500	21,800—8%
FEBRUARY	7,430,500	3,357,800	271,500	2,860,000	368,700	<u>26,600—7%</u>
MARCH	5,060,800	3,245,400	323,200	370,000	465,200	33,100—12%
APRIL	5,431,000	3,348,100	323,200	415,650	<u>519,000</u>	<u>56,600—14%</u>
MAY	6,340,600	3,769,600	443,300	899,700	<u>577,900</u>	194,300—7%
JUNE	5,530,100	3,833,800	345,200	604,300	545,100	<u>4%</u>
JULY	6,613,200	4,304,900	509,000	102,150	530,800	<u>106,500—16%</u>
AUGUST	6,632,100	4,297,000	402,900	253,200	<u>586,500</u>	202,400—13%
SEPTEMBER	5,752,800	3,571,500	<u>548,100</u>	265,400	<u>566,100</u>	14%
<u>OCTOBER</u>	6,806,600	<u>4,353,500</u>	<u>458,400</u>	435,000 LEAK	<u>711,700</u>	<u>12.0%</u>
<u>NOVEMBER</u>	<u>5,326,300</u>	4,572,300	338,000		<u>413,700</u>	
DECEMBER	6,841,000	<u>5,103,600</u>	<u>348,700</u>	<u>8,800</u>	<u>569,300</u>	<u>11.4%</u>
LOWEST	<u>03/06/19</u>	<u>167,700</u>	<u>HIGH</u>	02/14/19	<u>343,600</u>	
**2019** TOTALS	74,265,422	<u>47,535,400</u>	<u>4,657,800</u>	<u>7,614,200</u>	<u>6,259,500</u>	<u>641,300—10%</u>
<u>MONTH</u>	<u>USAGE</u>	BILLED	<u>L. S.</u>	<u>OTHER</u>	FLUSH	FIRE DEPT
JANUARY	<u>9,626,100</u>	<u>3,825,400</u>	<u>311,100</u>	3668200 SADDLE	<u>608,600</u>	<u>1,212,800-13%</u>
FEBRUARY						
MARCH						
APRIL						
MAY						

#### **RESOLUTION NO. 2019-09**

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 CORINTH WATER DISTRICT

WHEREAS, the City of Williamstown, Kentucky, and Corinth Water District have previously entered into a Water Supply Agreement dated December 6, 2013, and the City of Williamstown desires to continue providing water supply to Corinth Water District; and,

WHEREAS, the City of Williamstown wishes to continue to provide water supply to Corinth Water District and desires to enter into agreement with Corinth Water District for an amended Water Supply Agreement in order to continue to provide water supply to Corinth Water District pursuant to the terms and conditions as set forth within the amended Water Supply Agreement; 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 Corinth Water District that shall remain in full force and effect until reviewed and amended by the parties.

Done this 3rd day of September 2019 by the City Council of the City of Williamstown, Kentucky, on a motion made by Councilperson Winters \_\_\_\_, and on a second by Councilperson Maines \_\_\_\_\_, and approved by a vote of 6-0 \_\_\_\_.

Rick Skinner, Mayor

City of Williamstown, Kentucky

ATTEST:

Vivian Link, City Clerk/Treasurer

### AMENDED WATER SUPPLY AGREEMENT

This Amended Water Supply Agreement ("Amended Agreement") dated as of the day of September, 2019 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, U.S. 25, 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 September 5, 2013 ("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 September 5, 2013 and amendments, a copy of which is 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>	Rate
Year 1	\$3.29 per thousand gallons
Year 2	\$3.39 per thousand gallons
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 BPWD during Years No. 4, 5, and 6 shall not be increased under any circumstance.

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.

CITY	OF WILLIAMSTOWN
	ful Speun
BY: _	Ju Maun

TITLE: Mayor

2

COMMONWEALTH OF KENTUCKY
COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND A Williamstown by and through Rick Skinner day of September, 2019.	CKNOWLEDGED before me by the City of this 17th  Character this 17th  Notary Public My Commission Expires: 01/05/21  Notary ID No.: 569683
	CORINTH WATER DISTRICT  BY: CHAIRMAN
	CKNOWLEDGED before me by the Corinth eLD , its Chairman, this <u>05</u> day of
	Notary Public My Commission Expires: 06/16/2021 Notary ID No.: 58/394

### CORINTH WATER DISTRICT 215 THOMAS LANE

859-824-7110

FAX 859-824-5922

# E-MAIL-whillcwd@wkybb.net CORINTH KY 41010

Chairman-Dan Field Secretary-Diane Mincarelli Treasurer-Cherish Kennedy Manager-Tara Wright

February 06, 2020

**RE: Resolution for PWA** 

At the Board Meeting held on February 05, 2020 Treasurer Cherish Kennedy moved to pass a Resolution to send the Purchase Water Adjustment paperwork to the Public Service Commission. The Motion was  $2^{nd}$  by Chairman Dan Feild, with all in Agreement. The Motion passed with the following votes.

Dan Field-Chairman-Yes Cherish Kennedy-Yes Diane Mincarelli-Yes

This Resolution will become a part of the Minutes of Corinth Water District dated February 05, 2020.

## RESOLUTION CORINTH WATER DISTRICT

						<b>Board of Commiss</b>		
to order on _	FEB	RUAR	<u> </u>	, 05, 20	20. TI	he purpose of this	meeting, in	part,
was to discus	s the Ci	ty of W	illiamsto	wn, Kentucky	's ("Willi	amstown's") propo	sal to increas	e its
wholesale v	water	rates	to the	District.	After	discussion, up	on, Motion	of
Cher	15h	KENI	vedu	and sec	ond by _	Dan Field	<u>d</u>	,
it was unanin		,						

#### "RESOLVED as follows:

1. The District would support and agrees to a rate increase for wholesale water rates to be charged by Williamstown to the District as follows:

PERIOD	PERCENT INCREASE	WHOLESALE RATE PER THOUSAND GALLONS
1 <sup>st</sup> 12 months	3%	\$3.29
2 <sup>nd</sup> 12 months	3%	\$3.39
3 <sup>rd</sup> 12 months	3%	\$3.49
4 <sup>th</sup> 12 months	8% X 7	\$3.49
5 <sup>th</sup> 12 months	5% De	\$3.49
6 <sup>th</sup> 12 months	21/2	\$3.49

- 2. The agreed upon wholesale water rate to be charged by Williamstown to the District is contingent upon approval by the Kentucky Public Service Commission.
- 3. The increased wholesale water rate shall be incorporated in an Amended Water Supply Agreement as attached hereto.
- 4. Chairman Field be and he is hereby authorized to submit any and all documentation necessary to the Kentucky Public Service Commission for the purpose of obtaining final approval of the agreed upon wholesale water rates."

Done at Corinth, Kentucky, this 5th day of FEBRUARY 2020

**CORINTH WATER DISTRICT** 

Mothe

CECDETADY

BY:

DAN FIELD, CHAIRMAN

### AMENDED WATER SUPPLY AGREEMENT

This Amended Water Supply Agreement ("Amended Agreement") dated as of the 5 day of 1 ERRUARY, 20 20 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:

Period	Rate	
Year 1	\$3.29 per thousand gallons	
Year 2	\$3.39 per thousand gallons	

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.

CITY OF WILLIAMSTOWN
BY: fil Sherre
TITLE: MAYOR

2

## COMMONWEALTH OF KENTUCKY COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND Williamstown by and through Rick Skinned day of February, 202	
	BY: - M - Canuar DAN FIELD, CHAIRMAN
	ACKNOWLEDGED before me by the Corinth
Water District, by and through Dan  February, 20 20.	Field, its Chairman, this 5th day of  Motary Public My Commission Expires: 06/16/2021 Notary ID No.: 58/394

RECEIVED

#### COMMONWEALTH OF KENTUCKY

MAR 1 3 2020

PUBLIC SERVICE COMMISSION

### BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

:	CASE NO.	
:		
:		
:		
:		
		: CASE NO: :

### APPLICATION

Comes now the Applicant, Corinth Water District (the "District"), through counsel, and requests the Kentucky Public Service Commission (the "Commission") to enter an Order authorizing the District to enter into a certain Water Supply Agreement (the "Agreement") with the City of Williamstown, Kentucky ("Williamstown"), including the approval of fixed wholesale water rates through 2025.

In support of this Application, the District states as follows:

- The full name and post office address of the Applicant is the Corinth Water
   District, 215 Thomas Lane, P.O. Box 218, Corinth, Kentucky 41010.
- 2. The governing body of the District is its Board of Commissioners, a body corporate with the power to make contracts in the furtherance of its lawful and proper purposes as provided for in KRS 74.010 et seq. The District is now, and has been since its formation, regulated by the Commission. All records and proceedings of the Commission with reference to the District are incorporated in this Application by reference.
- 3. The District is a non-profit water district organized under the provisions of Kentucky Revised Statutes, Chapter 74, and has no separate Articles of Incorporation.

- 4. Williamstown is a City of the Home Rule Class whose principal address is 400 North Main Street, P.O. Box 147, Williamstown, Kentucky 41097.
- 5. The District is a county Water District whose primary area of operation is Grant County, Kentucky. The District also serves customers in Pendleton County with both residential and commercial customers. It purchases all of its wholesale water from the City of Williamstown, Kentucky.
- 6. By original Water Purchase Agreement dated November 3, 1997, the District and Williamstown entered into a contractual obligation whereby the District would purchase certain amounts of treated water from Williamstown.
- 7. Since 1997, the District has continually purchased water from Williamstown in order to allow the District to adequately serve its customers.
- 8. On August 13, 2013, the District and Williamstown amended their Water Supply Agreement to provide, inter alia, for various wholesale rate increases. Pursuant to that Amended Water Supply Agreement and effective January 1, 2015, the District paid to Williamstown \$3.10 per thousand gallons of water purchased. In October, 2017, the District's wholesale water rate increased to \$3.19 per thousand gallons. The current wholesale water rate which the District pays to Williamstown is \$3.19 per thousand gallons.
- 9. The District is currently purchasing between 5,500,000 and 6,000,000 gallons of water per month from Williamstown. This amount of water represents the entirety of the District's monthly sales to all District customers. It is anticipated that the District will increase the quantities of water purchased from Williamstown in the foreseeable future as a result of anticipated growth and development in the area now being primarily served with water

purchased from Williamstown. The District could not adequately service its customers without purchasing water from Williamstown.

- 10. In 2018, Williamstown completed construction on a state-of-the-art water treatment facility with a production capacity of approximately 3,000,000 per day.

  Williamstown's new water treatment plant is able to produce adequate quantities of water to the District. Williamstown's new water treatment plant is able to produce water which meets all current and foreseeable federal, state, and local water quality standards.
- 11. The District and Williamstown have recently negotiated an Amended Water Supply Agreement in order to ensure the District will have a reliable and adequate source of water supply from Williamstown for the foreseeable future. A copy of that negotiated Water Supply Agreement is attached as Exhibit "1".
- 12. By Resolution of Williamstown's City Council, the Water Supply Agreement was approved. A copy of the Resolution is attached as Exhibit "A".
- 13. By action of the District's Board of Commissioners at its <u>February</u>

  <u>Sth.</u>, 20 <u>20</u> regular meeting, the Water Supply Agreement was approved for submittal to the Commission for review and approval. A copy of the District's Resolution adopting the Amended Water Supply Agreement and adoption of the revised wholesale water rates through 2025 is attached hereto as Exhibit "B".
- 14. The agreed upon Water Supply Agreement provides, inter alia, for fixed water rates through the year 2015. The agreed upon water rates are considered to be fair and reasonable by both the District and Williamstown.
- 15. The District hereby submits the agreed upon Water Supply Agreement to the Commission for its review and approval.

### WHEREFORE, the District prays as follows:

1. That the Commission review and approve the Water Supply Agreement between Williamstown and the District.

**CORINTH WATER DISTRICT** 

DAN FIELD, CHAIRMAN

COMMONWEALTH OF KENTUCKY **COUNTY OF GRANT** 

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the said Dan Fields, Chairman, Corinth Water District, this 5th day of FEBRUARY, 2020.

My Commission Expires: 06/16/2021

Notary ID #: 58/394