

# SKEES, WILSON & NIENABER, PLLC

HUGH O. SKEES  
DALE T. WILSON  
THOMAS R. NIENABER

ATTORNEYS AND COUNSELORS AT LAW  
7699 Ewing Boulevard  
P.O. BOX 756  
FLORENCE, KENTUCKY 41022-0756

TELEPHONE: 859.371.7407  
FAX: 859.371.9872  
EMAIL: [rswandd@fuse.net](mailto:rswandd@fuse.net)

December 23, 2019

RECEIVED

DEC 26 2019

PUBLIC SERVICE  
COMMISSION

Commonwealth of Kentucky  
Public Service Commission  
211 Sower Blvd.  
Frankfort, KY 40602-0615  
**Attention: Gwen R. Pinson**

In re: BULLOCK PEN WATER DISTRICT  
ELECTRONIC APPLICATION FOR PURCHASED WATER ADJUSTMENT

Dear Ms. Pinson:

Enclosed please find the Application of Bullock Pen Water District for a Purchased Water Adjustment.

The enclosed Application, including all Exhibits thereto, and this letter are true and accurate copies of the electronic version of said documents uploaded to the Kentucky Public Service Commission's electronic filing system.

Thank you for your assistance and please contact me with any questions or concerns.

Very truly yours,

  
/s/ Thomas R. Nienaber

THOMAS R. NIENABER

TRN/krp

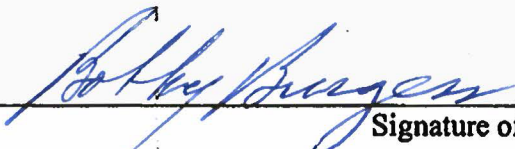
**PURCHASED WATER ADJUSTMENT FOR  
WATER DISTRICTS AND WATER ASSOCIATIONS  
(807 KAR 5:068)**

**RECEIVED**

DEC 26 2019

PUBLIC SERVICE  
COMMISSION

<b>Name of Utility</b>			BULLOCK PEN WATER DISTRICT														
<b>Date</b>																	
<b>Address</b>			P O BOX 188														
<b>City, State, Zip</b>			CRITTENDEN, KY		41030												
<b>Telephone Number</b>			(859) 428-5340														
<b>Email Address</b>			ARUARK@BPWD.ORG														
<p>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.</p> <table border="1"> <thead> <tr> <th>Supplier(s)</th> <th>Base Rate</th> <th>Changed Rate</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>SEE EXHIBIT A</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Supplier(s)	Base Rate	Changed Rate					SEE EXHIBIT A				
Supplier(s)	Base Rate	Changed Rate															
	SEE EXHIBIT A																
<p>1.b. A copy of the supplier's notice of the changed rate showing the effective date of the increase is attached as Exhibit B</p>																	
<p>2. Twelve-month period upon which the purchased water adjustment is based. (This twelve-month period must end within 90 days of this filing).</p> <table border="1"> <tr> <td><b>From</b></td> <td>DECEMBER 2018</td> <td><b>through</b></td> <td>NOVEMBER 2019</td> </tr> <tr> <td></td> <td>(month and year)</td> <td></td> <td>(month and year)</td> </tr> </table>						<b>From</b>	DECEMBER 2018	<b>through</b>	NOVEMBER 2019		(month and year)		(month and year)				
<b>From</b>	DECEMBER 2018	<b>through</b>	NOVEMBER 2019														
	(month and year)		(month and year)														
<p>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.</p>																	

Supplier(s)	Gallons Purchased during 12 month period
SEE EXHIBIT C	
<b>TOTAL PURCHASES</b>	
4. Total gallons sold for the 12 month period	343,834,757
5. Increased water cost	60,468
<p>The increased water cost is the cost difference between purchases at base (current rate) and purchases at new rate. The calculation and all supporting documents used to determine the change in purchased water costs sufficient to determine the accuracy of the calculation is attached as Exhibit D</p>	
6. Purchased water adjustment factor	\$0.18 PER 1,000 GALLON
<p>The purchased water adjustment factor is obtained by dividing the increased cost of water by the total gallons sold.</p>	
<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.</p>	
7. A schedule listing the current and proposed rates is attached as Exhibit E	
8. A copy of the resolution or other document of the utility's governing body authorizing the proposed rates is attached as Exhibit F	
9. Proposed effective date	February 1, 2020
	
Signature of Utility Officer <span style="float: right;">12/19/19</span>	
CHAIRMAN	
Title	

**BULLOCK PEN WATER DISTRICT  
PURCHASED WATER ADJUSTMENT FORM 1**

**EXHIBIT A**

**1.a. Name of all wholesale suppliers and 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.**

<b>Supplier(s)</b>	<b>Base Rate</b>	<b>Charged Rate</b>
CITY OF WILLIAMSTOWN	\$3.19 PER 1,000 GALLONS	\$3.29 PER 1,000 GALLONS
CITY OF WALTON	\$4.64 PER 1,000 GALLONS	\$4.64 PER 1,000 GALLONS
BOONE COUNTY WATER DISTRICT	\$3.93 PER 1,000 GALLONS	\$4.01 PER 1,000 GALLONS
NORTHERN KY WATER SERVICE DIST	\$3.57 PER 1,000 GALLONS	\$3.78 PER 1,000 GALLONS

**WATER SUPPLY AGREEMENT**

This Water Supply Agreement ("Agreement") dated as of the 18 day of September, 2019, is made and entered into by and between the City of Williamstown, Kentucky, 400 North Main Street, P.O. Box 147, Williamstown, Kentucky 41097 ("City") and the Bullock Pen Water District, 1 Farrell Drive, P.O. Box 188, Crittenden, Kentucky 41030 ("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 ("1994 Agreement") and,

WHEREAS, City and BPWD have previously entered into an Amended Water Supply Agreement dated December 6, 2013, as Amended ("2013 Amended Agreement"), and

WHEREAS, City and BPWD intend to terminate the 1994 Agreement and the 2013 Amended Agreement to reflect the Parties agreement relating to wholesale water rates.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and undertakings hereinafter specified, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and BPWD agree as follows:

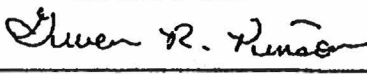
**ARTICLE I**

**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, 2020.
- B. Once this Agreement takes effect on the effective date, this Agreement will continue in full force and effect until January 1, 2026.
- C. The 1994 Agreement; the 2013 Agreement; and the 2013 Amended Agreement entered into by and between City and BPWD will be automatically terminated on the effective date of this Agreement with no action being required by the parties to effectuate such termination.

**ARTICLE II**

**QUANTITY AND QUALITY OF WATER**

KENTUCKY PUBLIC SERVICE COMMISSION	
Gwen R. Pinson Executive Director	
	
EFFECTIVE <b>10/23/2019</b>	
PURSUANT TO KRS 192.010, SEC. 1	
<b>EXHIBIT</b>	

- A. During the term of this Agreement and any 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 three hundred thousand gallons (300,000) 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 discretion that it has excess water available.
- 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 points of delivery located near the intersection of Baton Rouge Road with KY Highway 22; Fairview Road; and Heekin Road Pump Stations.
- 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 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 provide additional water treatment to the water supplied by City as may be reasonably necessary to insure the water supplied to BPWD meets all applicable quality and purity standards of all appropriate federal, state and local regulatory agencies. BPWD may commence such re-treatment until such time as the water supplied by City meets purity standards of all federal, state and local regulatory agencies. BPWD shall be responsible for the cost of such re-treatment incurred by BPWD in re-treating water in order to bring the water supplied to BPWD into compliance with applicable federal, state and local regulatory agency standards.

PUBLIC UTILITIES COMMISSION EXECUTIVE DIRECTOR <i>Steven R. Pender</i> EFFECTIVE 10/23/2019 PURSUANT TO 807 KAR 5 011 SECTION 9 (1)
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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 ("Baton Rouge Point of Delivery"); Fairview Road ("Fairview Point of Delivery"); and Heekin Road ("Heekin Point of Delivery").
- B. City will own, operate and maintain the master meter and meter pit at all three (3) Points 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 an adequate delivery pressure at all three (3) Points of Delivery subject to the force majeure events described in Article IX of this Agreement. In the event City is unable to provide an adequate delivery pressure at the three (3) Points of Delivery and such failure to provide an adequate delivery pressure 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 (100,000) gallons average on a daily basis will be suspended for a period of time commencing when BPWD provides such written notice and continuing until such time as City is again able to provide an adequate delivery

PUBLIC SERVICE COMMISSION GRANT R. BISHOP Executive Director
G. R. Penson _____ EFFECTIVE 10/23/2019
PURSUANT TO 807 KAR 5:0-1 SECTION 9.11

pressure. For purposes of this Agreement "adequate delivery pressure" for each of the three (3) points of delivery shall be as follows:

- 1) Baton Rouge Point of Delivery: 160 PSI.
- 2) Fairview Point of Delivery: 135 PSI.
- 3) Heckin Road Point of Delivery: 70 PSI.

ARTICLE IV  
WATER RATES

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

<u>Period</u>	<u>Rate</u>
Year No. 1 2019	\$3.29 per thousand gallons
Year No. 2 2020	\$3.39 per thousand gallons
Year No. 3 2021	\$3.49 per thousand gallons
Year No. 4 2022	\$3.49 per thousand gallons
Year No. 5 2023	\$3.49 per thousand gallons
Year No. 6 2024	\$3.49 per thousand gallons

Year No. 1 rates will become effective on that date which the PSC approves this Agreement. City and BPWD agree to reasonably cooperate in order to obtain PSC approval as soon as practical. The Parties agree and acknowledge that BPWD has entered into this Agreement for the purpose of increasing wholesale water rates based upon the City's commitment not raise wholesale water rates in Years No. 4, 5, and 6. Accordingly, the Parties agree that wholesale water rates charged to BPWD during Year No. 4, 5, and 6 shall not be increased under any circumstance.

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.

ARTICLE V  
BILLING AND PAYMENT

- A. City will read the meter on or about the 15<sup>th</sup> 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.
- B. The City will furnish to BPWD at 1 Farrell Drive, Crisfield, MD, or such other address as BPWD may designate in writing before the 1<sup>st</sup> day of each month following the meter reading, a statement of charges showing the amount of water delivered by City to BPWD during the month.

PUBLIC SERVICE COMMISSION  
 Gwen R. Pinson  
 Executive Director

*Gwen R. Pinson*

EFFECTIVE  
 10/23/2019

PURSUANT TO 807 KAR 5-011 SECTION 3 (1)



preceding meter reading (15<sup>th</sup> day of each month to 15<sup>th</sup> 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 15<sup>th</sup> 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, Willamstown, 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  
FORCE MAJEUR**

Either party may suspend (but not terminate) 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 lockouts or other labor disturbances, breakage or damage of machinery or equipment, or the party's entire failure of water system. The party asserting a right to suspend its performance within a reasonable time of acquiring knowledge of the cause of such suspension, shall notify the other party in writing of such suspension.

PUBLIC SERVICE COMMISSION Susan B. Ritchie Executive Director
<i>Susan B. Ritchie</i>
EFFECTIVE 10/23/2019 PURSUANT TO E27 KAR 5:011 SECTION 9 (1)

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 X  
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 XI  
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 XII  
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.
- C. Any water that must be discharged by BPWD and thereafter its customers as a result of City's failure to insure that water supplied does not

PUBLIC SERVICE COMMISSION  
 City of Williamstown  
 Executive Director  
*Steven R. Punsen*  
 EFFECTIVE  
 10/23/2019  
 PURSUANT TO 807 KAR 7-011 SECTION 9 (1)

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 XIII  
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 XIV  
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: Mr. Josh Stinson  
 400 North Main Street  
 P.O. Box 147  
 Williamstown, KY 41097  
[jstinson@wtown.ky.org](mailto:jstinson@wtown.ky.org)

COPY TO: Jeffrey C. Shipp, City Attorney  
 Wallace Boggs, PLLC  
 300 Buttermilk Pike, Suite 100  
 Ft. Mitchell, KY 41017  
[jshipp@wallaceboggs.com](mailto:jshipp@wallaceboggs.com)

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director  <i>Gwen R. Pinson</i>
EFFECTIVE 10/23/2019 PURSUANT TO 607 KAR 5.011 SECTION 9.01

TO BPWD: Bullock Pen Water District  
Attn: Superintendent William Catlett  
1 Farrell Drive  
P.O. Box 188  
Crittenden, KY 41030  
[bcattlett@bpwd.org](mailto:bcattlett@bpwd.org)

COPY TO: Thomas R. Nienaber  
Skees, Wilson & Nienaber, PLLC  
7699 Ewing Blvd., PO Box 756  
Florence, KY 41022-0756

**ARTICLE XV  
ENTIRE AGREEMENT**

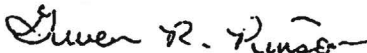
This Agreement constitutes the entire understanding and agreement between the parties and supersedes all other understandings and agreements between the parties with respect to the subject matter of this Agreement. There are no understandings and representations and warranties of any kind, express or 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 XVI  
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 XVII  
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 party without the written consent of the other.

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director  
EFFECTIVE <b>10/23/2019</b> <small>PURSUANT TO 807 KAR 5:011 SECTION 9(1)</small>

ARTICLE XVIII  
AUTHORITY TO EXECUTE AGREEMENT

City represents that it 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 XIX  
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. This Agreement may not be changed, modified, or altered, except that it be done in writing, signed by all Parties and properly approved through the respective Party's legislative body.

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

CITY OF WILLIAMSTOWN

BY: *Rick Skinner*  
RICK SKINNER  
TITLE: MAYOR

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 17<sup>th</sup> day of September 2019.

*Laura L. McManahan*  
 Notary Public KENTUCKY  
 My Commission Expires 07/05/21 PUBLIC SERVICE COMMISSION  
 Notary ID No.: 56902 Owen R. Pinnon  
 EXTRAORDINARY DEPUTY

*Owen R. Pinnon*  
 EFFECTIVE  
 10/23/2019  
 PURSUANT TO 807 KAR 5.011 SECTION 9.11

BULLOCK PEN WATER DISTRICT

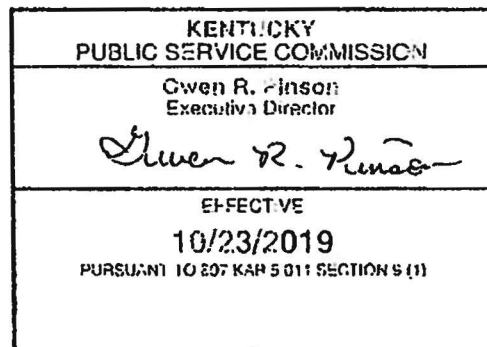
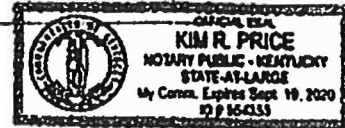
BY: *Bobby Burgess*  
BOBBY BURGESS, CHAIRMAN

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 18 day of September, 2019.

*Kim R. Price*

Notary Public  
My Commission Expires: \_\_\_\_\_  
Notary ID No.: \_\_\_\_\_





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

**June 18, 2019**

**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 \$4.01 per thousand gallons will be effective July 01, 2019.**

**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**  
**General Manager**

OM/BCRWP-attachments

APPENDIX C

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2018-00291 DATED **MAR 26 2019**

NOTICE TO THE CUSTOMERS OF  
NORTHERN KENTUCKY WATER DISTRICT

<u>Meter Size</u>	<u>Current Per Month</u>	<u>Phase 2 Per Month</u>	<u>Percent Change</u>	<u>Current Per Quarter</u>	<u>Phase 2 Per Quarter</u>	<u>Percent Change</u>
5/8-inch	\$17.50	\$18.50	5.7%	\$36.65	\$40.50	10.5%
3/4-inch	17.90	19.00	6.1%	38.45	42.50	10.5%
1-inch	19.60	20.80	6.1%	44.15	48.80	10.5%
1 1/2-inch	22.10	23.40	5.9%	52.20	57.70	10.5%
2-inch	27.90	29.60	6.1%	73.20	80.90	10.5%
3-inch	67.30	71.30	5.9%	227.85	251.80	10.5%
4-inch	84.40	85.90	1.8%	285.50	315.50	10.5%
6-inch	124.90	132.40	6.0%	421.90	466.20	10.5%
8-inch	168.70	178.80	6.0%	576.55	637.10	10.5%
10-inch	224.30	237.80	6.0%	752.80	831.90	10.5%
<u>Consumption Charges</u>		<u>Current</u>		<u>Phase 2</u>		<u>Percent Change</u>
<u>Monthly</u>						
First 1,500 cubic feet	\$4.65	Per 100 cubic feet		\$4.77	Per 100 cubic feet	2.6%
Next 163,500 cubic feet	4.19	Per 100 cubic feet		4.44	Per 100 cubic feet	6.0%
Over 165,000 cubic feet	3.07	Per 100 cubic feet		3.25	Per 100 cubic feet	5.9%
<u>Quarterly</u>						
First 4,500 cubic feet	\$4.65	Per 100 cubic feet		\$4.77	Per 100 cubic feet	2.6%
Next 490,500 cubic feet	4.19	Per 100 cubic feet		4.44	Per 100 cubic feet	6.0%
Over 495,000 cubic feet	3.07	Per 100 cubic feet		3.25	Per 100 cubic feet	5.9%
<u>Wholesale Water Rates</u>						
	\$3.78	Per 1,000 Gallons		\$3.98	Per 1,000 Gallons	5.3%
	2.83	Per 100 cubic feet		2.98	Per 100 cubic feet	5.3%
<u>Bulk Sales</u>						
	\$6.22	Per 1,000 Gallons		\$6.38	Per 1,000 Gallons	2.6%



## Old Rates

\$3.57 per 1000 gallons of \$2.67 per 100 cubic feet. This was from 1/15/17 until 4/17/19

## CURRENT RATES

### SECTION III – WHOLESALE WATER SALES

*(Phase 1 - Effective for service rendered from March 26, 2019 through March 25, 2020)*

Bullock Pen Water District	\$3.78 per 1,000 gallons (or) \$2.83 per 100 cubic feet
City of Walton	\$3.78 per 1,000 gallons (or) \$2.83 per 100 cubic feet
Pendleton County	\$3.78 per 1,000 gallons (or) \$2.83 per 100 cubic feet

## FUTURE RATES

### SECTION III – WHOLESALE WATER SALES

*(Phase 2 - Effective for service rendered on and after March 26, 2020)*

Bullock Pen Water District	\$3.98 per 1,000 gallons (or) \$2.98 per 100 cubic feet
City of Walton	\$3.98 per 1,000 gallons (or) \$2.98 per 100 cubic feet
Pendleton County	\$3.98 per 1,000 gallons (or) \$2.98 per 100 cubic feet

**BULLOCK PEN WATER DISTRICT  
STATEMENT OF WATER PURCHASED**

**EXHIBIT C  
ITEM 3**

<b>Supplier(s)</b>	<b>Gallons Purchased during 12 month period</b>
<b>CITY OF WILLIAMSTOWN</b>	<b>168,681,425</b>
<b>CITY OF WALTON</b>	<b>15,321,550</b>
<b>BOONE COUNTY WATER DISTRICT</b>	<b>50,574,500</b>
<b>NORTHERN KY WATER SERVICE DIST</b>	<b>188,353,006</b>
<b>TOTAL PURCHASES</b>	<b>422,930,481</b>

**BULLOCK PEN WATER DISTRICT  
WATER PURCHASED**

**EXHIBIT C - DETAIL**

<b>WATER PURCHASED - DECEMBER 2018 THROUGH NOVEMBER 2019</b>											
<b>CITY OF WILLIAMSTOWN</b>		<b>CITY OF WALTON</b>		<b>NORTHERN KY WATER</b>		<b>NORTHERN KY WATER</b>		<b>BOONE COUNTY WATER DISTRICT</b>			
<b>DATES</b>	<b>GALLONS</b>	<b>DATES</b>	<b>GALLONS</b>	<b>ACCOUNT # 843310</b>	<b>HCV</b>	<b>GALLONS</b>	<b>Account # 850196</b>	<b>HCV</b>	<b>GALLONS</b>	<b>DATES</b>	<b>GALLONS</b>
12/17 THRU 1-15	14,101,881	12/17 THRU 1/15	334,550	12-31 THRU 1-31	10052	7,519,399	12-31 THRU 1-31	9708	7,260,573	12-3 THRU 1-3	3,812,500
1-15 THRU 2-15	14,586,940	1-15 THRU 2-14	581,050	1-31 THRU 2-28	15384	11,508,001	1-31 THRU 2-28	14985	11,209,529	1-3 THRU 2-1	4,650,000
2-15 THRU 3-15	13,848,245	2-15 THRU 3-15	314,400	2-28 THRU 3-29	9987	7,470,775	2-28 THRU 3-29	9502	7,107,871	2-5 THRU 3/4	3,930,600
3-15 THRU 4-15	14,511,225	3-15 THRU 4-17	298,500	3-29 THRU 4-30	10006	7,484,988	3-29 THRU 4-30	9689	7,247,856	3-4 THRU 4/8	4,533,500
4-15 THRU 5-15	13,787,347	4-17 THRU 5-14	315,580	4-30 THRU 5-31	10183	7,617,393	4-30 THRU 5-31	9789	7,322,661	4-8 THRU 5-6	3,652,500
5-15 THRU 6-14	13,802,711	5-15 THRU 6-14	1,239,590	5-31 THRU 6-28	11407	8,533,006	5-31 THRU 6-28	11153	8,343,002	5-8 THRU 6-4	4,011,200
6-14 THRU 7-15	13,001,011	6-14 THRU 7-15	2,798,750	6-28 THRU 7-31	13910	10,405,376	6-28 THRU 7-31	13415	10,035,091	6-4 THRU 7-5	4,384,900
7-15 THRU 8-15	12,589,991	7-15 THRU 8-15	2,899,150	7-31 THRU 8-30	11102	8,304,851	7-31 THRU 8-30	11112	8,312,332	7-9 THRU 8-6	3,911,500
8-15 THRU 9-16	14,343,440	8-15 THRU 9-16	3,889,250	8-30 THRU 9-30	10840	8,108,882	8-30 THRU 9-30	10650	7,988,733	8-6 THRU 9-4	3,771,500
9-16 THRU 10-16	13,942,194	9-16 THRU 10-16	2,095,400	9-30 THRU 10-31	9471	7,084,782	9-30 THRU 10-31	8973	6,712,253	9-4 THRU 10-3	3,969,300
10-16 THRU 11-15	15,529,691	10-16 THRU 11-15	365,800	10-31 THRU 11-27	7429	5,557,263	10-31 THRU 11-27	7011	5,244,579	10-3 THRU 11-5	4,344,000
<b>2018 BILLS</b>											
11-15 THRU 12-17	14,656,749	11-15 THRU 12-17	189,550	11-30 THRU 12-31	8191	6,127,278	11-30 THRU 12-31	7845	5,868,452	11-2 THRU 12-3	5,603,000
<b>TOTALS</b>	<b>168,681,425</b>		<b>15,321,550</b>		<b>127,962</b>	<b>95,721,974</b>		<b>123,830</b>	<b>92,631,032</b>		<b>50,574,500</b>

**BULLOCK PEN WATER DISTRICT  
CALCULATION OF INCREASED WATER COST**

**EXHIBIT D**

<b>Supplier</b>	<b>Base Rate</b>	<b>Gallons Purchased</b>	<b>Annual Cost</b>
CITY OF WILLIAMSTOWN	\$3.19 PER 1,000 GALLONS	168,681,425	\$538,094
CITY OF WALTON	\$4.64 PER 1,000 GALLONS	15,321,550	\$71,092
BOONE COUNTY WATER DISTRICT	\$3.93 PER 1,000 GALLONS	50,574,500	\$198,758
NORTHERN KY WATER SERVICE DIST	\$3.57 PER 1,000 GALLONS	188,353,006	\$672,420

**TOTAL COST AT BASE RATE**

**\$1,480,364**

<b>Supplier</b>	<b>Changed Rate</b>	<b>Gallons Purchased</b>	<b>Annual Cost</b>
CITY OF WILLIAMSTOWN	\$3.29 PER 1,000 GALLONS	168,681,425	\$554,962
CITY OF WALTON	\$4.64 PER 1,000 GALLONS	15,321,550	\$71,092
BOONE COUNTY WATER DISTRICT	\$4.01 PER 1,000 GALLONS	50,574,500	\$202,804
NORTHERN KY WATER SERVICE DIST	\$3.78 PER 1,000 GALLONS	188,353,006	\$711,974

**TOTAL COST AT CHANGED RATE**

**\$1,540,832**

**INREASED WATER COST**

**\$60,468**

**BULLOCK PEN WATER DISTRICT**  
**Current & Proposed**  
**Monthly Water Rates**

**EXHIBIT E**

			<u>PRESENT RATES</u>			<u>PROPOSED RATES</u>
<b><u>5/8" X 3/4 - inch</u></b>						
First	2,000	Gallons	\$27.35	Minimum Bill		\$27.71
Next	3,000	Gallons	9.18	Per 1,000 Gallons		9.36
Next	5,000	Gallons	8.34	Per 1,000 Gallons		8.52
Next	10,000	Gallons	7.49	Per 1,000 Gallons		7.67
Over	20,000	Gallons	6.64	Per 1,000 Gallons		6.82
<b><u>1 - inch Meter</u></b>						
First	5,000	Gallons	\$54.89	Minimum Bill		\$55.79
Next	5,000	Gallons	8.34	Per 1,000 Gallons		8.52
Next	10,000	Gallons	7.49	Per 1,000 Gallons		7.67
Over	20,000	Gallons	6.64	Per 1,000 Gallons		6.82
<b><u>1 1/2 - inch Meter</u></b>						
First	10,000	Gallons	\$96.59	Minimum Bill		\$98.39
Next	10,000	Gallons	7.49	Per 1,000 Gallons		7.67
Over	20,000	Gallons	6.64	Per 1,000 Gallons		6.82
<b><u>2 - inch Meter</u></b>						
First	20,000	Gallons	\$171.49	Minimum Bill		\$175.09
Over	20,000	Gallons	6.64	Per 1,000 Gallons		6.82
<b>Bulk Loading Station</b>			\$7.36	Per 1,000 Gallons		\$7.54

**BULLOCK PEN WATER DISTRICT  
RESOLUTION**

The December, 2019 meeting of the Bullock Pen Water District was called to order on December 19, 2019, at the hour of 1:00 p.m., at the District Headquarters. Present at the meeting were Chairman Bobby Burgess, Commissioners Charles Givin, Rodger Bingham, Andrea Walton and William Wethington.

Commissioner Bingham inquired as to whether or not the District should initiate the filing of a formal rate increase application with the Public Service Commission. Superintendent Catlett suggested that the District file a Purchased Water Adjustment proceeding with the Public Service Commission pursuant to 807 KAR 5:068. After discussion, upon motion of Charles Givin and second by Rodger Bingham, it was unanimously,

**“RESOLVED** as follows:

1. The District is hereby authorized to immediately begin the process of filing an Application (attached) with the Kentucky Public Service Commission requesting a Purchased Water Adjustment.
2. The District Chairman is hereby authorized to execute the attached Purchased Water Adjustment for Water Districts and Water Associations on behalf of the District and any and all other documents necessary to complete such Application.
3. The effective date of the Purchased Water Adjustment shall be February 1, 2020.

Done at Crittenden, Kentucky, effective the 19<sup>th</sup> day of December, 2019.

BULLOCK PEN WATER DISTRICT:

BY:

  
\_\_\_\_\_  
CHAIRMAN BOBBY BURGESS

ATTEST:

  
\_\_\_\_\_  
SECRETARY WILLIAM WETHINGTON