

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

WILLIAM C. HILL)	
)	
COMPLAINANT)	
v.)	
)	CASE NO. 2017-00316
MUHLENBERG COUNTY WATER)	
DISTRICT)	
)	
DEFENDANT)	

RESPONSE OF TODD COUNTY WATER DISTRICT

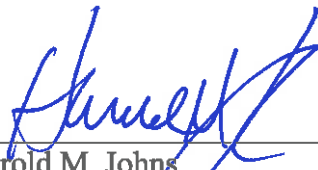
On July 17, 2018 the Todd County Water District was joined as an additional party. The Commission found the “Todd District is likely to present issues or to develop facts that will assist the Commission in fully considering this matter and should be made a party to this proceeding.” The Commission further Ordered the Todd District to file a “statement of its position in this matter.” Hereinafter set forth will be the position of the Todd County Water District in this matter.

The Todd County Water District has an existing 3” inch water line at or near the Todd Muhlenberg County line. The Todd and Muhlenberg Districts have previously entered into an agreement at another location to provide potable water to Muhlenberg County Water District. At that other location, a meter was installed and the districts entered into an agreement for Muhlenberg District’s wholesale purchase of water from Todd District. That agreement has been modified from time-to-time, as the cost of water has increased. A copy that Agreement is attached hereto as Exhibit “A.”

The Todd District proposes in an effort to facilitate the Muhlenberg District providing water to Mr. Hill's farmhouse and contemplated development a meter be set on the Todd County side of the Muhlenberg/Todd County line. Todd County will sell water to Muhlenberg County at that metering site at its current wholesale rate, or, as from time-to-time the rate may vary. Mr. Hill and/or Muhlenberg County should be responsible for the water transmission line to Mr. Hill's farmhouse and his contemplated development. Mr. Hill or Muhlenberg County Water District should incur the cost of the metering station which is estimated to be \$8,000-\$10,000.00.

As an affirmative defense, Todd District asserts, at the present time, it is not economically feasible for it to provide the requested water line extension; relying upon some future housing construction which may or may not materialize. To subject that cost upon Todd District current rate payers is an undue burden; since, the extension requested is outside Todd District's territory.

Respectfully submitted this 6th day of August, 2018.



Harold M. Johns
12 Public Square
P.O. Box 746
Elkton, KY 42220
Telephone: 270-265-2912
Facsimile: 270-265-2054
Attorney for the Todd County Water District

CERTIFICATE OF SERVICE

This is to certify a true and correct copy of the foregoing was placed in the U.S. Mail, this
6th day of August, 2018 to the following:

Hon. Damon R. Talley
Stoll Keenon Ogden PLLC
P.O. Box 150
Hodgenville, KY 42748

Hon. M Evan Buckley
Goss Samford, PLLC
2365 Harrodsburg Road, Suite B-325
Lexington, KY 40504

Hon. Mary Ellen Wimberly
Stoll Keenon Ogden PLLC
300 West Vine Street, Suite 2100
Lexington, KY 40507-1801

Hon. Gerald E Wuetcher
Stoll Keenon Ogden PLLC
300 West Vine Street, Suite 2100
Lexington, KY 40507-1801



Harold M. Johns

AMENDED AGREEMENT

This Agreement, made and entered into this 15th day of February, by and between the **Todd County Water District** of Todd County, Kentucky "Party of the First Part" and the **Muhlenberg County Water District** of Muhlenberg County, Kentucky "Party of the Second Part";

WITNESSETH:

WHEREAS, the First Party has agreed to supply water to the Second Party so that the Second Party can serve anticipated customers of the Second Party in an area being developed south of Lake Malone in Muhlenberg County, Kentucky.

WHEREAS, it is the desire of the Parties to reduce that agreement for the sale and purchase of water to writing;

WHEREAS, First Party has agreed to sell and the Second Party has agreed to purchase water on the terms and conditions hereinafter set forth;

WHEREAS, an agreement setting for the parties intentions was filed and approved by the Public Service Commission on July 5th, 2006;

WHEREAS, the parties now wish to amend said agreement to include a second meter to be set at the Todd/Muhlenberg County line on Highway 181;

NOW, THEREFORE, Parties agree as follows:

1. The Party of the First Part shall sell the Party of the Second Part a quantity of water not to exceed 800,000 gallons per month at a rate of \$4.85 per 1,000 gallons of water sold. The 800,000 gallons is a total amount for both meters set out below and is not per meter.

EXHIBIT

"A"

2. The Parties recognize that from time-to-time, the Party of the First Part may experience increases in its cost of water and that those increases shall be passed along to the Party of the Second Part consistent with uniform rate increase which from time-to-time may be passed along to the First Party's customers.

3. The First Party will construct a four-inch PVC water line to the Todd-Muhlenberg County line along McPherson Cemetery Road. There shall be constructed at the Todd-Muhlenberg County line a three-inch master meter. All construction other than the construction of water lines and metering devices set forth in this Paragraph shall be the responsibility of the Second Party. **This water line has been constructed and is currently in place pursuant to the agreement made in 2006.**

4. Muhlenberg County Water District will pay for the construction of a four-inch PVC water line to the Todd/Muhlenberg County line on Highway 181. In addition, Muhlenberg County Water District will pay for a meter and labor to install the meter. The meter to be installed will be a compound meter with radio read capabilities. The purpose of this meter is to give Muhlenberg County Water District an emergency connection for water services from Todd County Water District.

5. The Parties agree that the Second Party's rate of withdrawal of water from the four-inch water line described above shall not exceed 100 gallons per minute absent emergency circumstances.

6. The Second Party shall be billed on a monthly basis for water purchased from the First Party and all payment for purchased water shall be made by the Second Party to the First Party by the 10th day of each month.

7. This Agreement shall be for a term of twenty-five (25) years, unless sooner modified by mutual agreement of the Parties. This Agreement may be continued for an additional number of years by mutual consent of the Parties.

8. This Agreement shall be binding upon the Parties hereto, their successors and assigns.

9. This Agreement shall be subject to approval by the Public Service Commission of the Commonwealth of Kentucky.

10. The Parties hereto, agree that the Todd Circuit Court shall be the appropriate venue to resolve any disputes regarding the terms and conditions hereof. In the event of litigation, the prevailing party shall be entitled to recover Court cost and attorney fees.

In witness whereof, the Parties hereto, have through appropriate resolutions of their Boards of Commissioners, cause this Agreement to be executed.

Dated this 1st day of February, 2010.

TODD COUNTY WATER DISTRICT

BY: Dr. George D. Brown
George D. Brown, Chairman

ATTEST:

Lois Brown
Lois Brown, Secretary

MUHLENBERG COUNTY WATER DISTRICT

BY: Bill M. Myler
Chairman

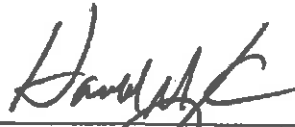
ATTEST:

Ronda Heard
Secretary

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF TODD)


SUBSCRIBED AND SWORN to before me by George D. Brown, Chairman of
the Todd County Water District, on this the 1st day of February, 2010.

My Commission Expires: 5/23/10

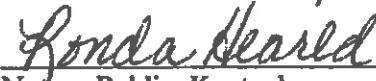


Notary Public, Kentucky
State at Large


COMMONWEALTH OF KENTUCKY)
)
COUNTY OF MUHLENBERG)

SUBSCRIBED AND SWORN to before me by _____
 Chairman of the Muhlenberg County Water District, on this
the 14th day of January, 2010.

My Commission Expires: March 12, 2011



Notary Public, Kentucky
State at Large

Prepared by:


Mark B. Collins, Attorney
Law Offices of Harold Johns
12 Public Square
P.O. Box 746
Elkton, Kentucky 42220
Telephone: 270-265-2912
Facsimile: 270-265-2054

AGREEMENT

This Agreement, made and entered into this 1st day of May, by and between the **Todd County Water District** of Todd County, Kentucky "**Party of the First Part**" and the **Muhlenberg County Water District** of Muhlenberg County, Kentucky "**Party of the Second Part**";

WITNESSETH:

WHEREAS, the First Party has agreed to supply water to the Second Party so that the Second Party can serve anticipated customers of the Second Party in an area being developed south of Lake Malone in Muhlenberg County, Kentucky.

WHEREAS, it is the desire of the Parties to reduce that agreement for the sale and purchase of water to writing;

WHEREAS, First Party has agreed to sell and the Second Party has agreed to purchase water on the terms and conditions hereinafter set forth;

NOW, THEREFORE, Parties agree as follows:

1. The Party of the First Part shall sell the Party of the Second Part a quantity of water not to exceed 800,000 gallons per month at a rate of \$4.85 per 1,000 gallons of water sold.

2. The Parties recognize that from time-to-time, the Party of the First Part may experience increases in its cost of water and that those increases shall be passed along to the Party of the Second Part consistent with uniform rate increase which from time-to-time may be passed along to the First Party's customers.

3. The First Party will construct a four-inch PVC water line to the Todd Muhlenberg County line along McPherson Cemetery Road. There shall be no cost at

PUBLIC SERVICE COMMISSION
OF KENTUCKY

EFFECTIVE
7/5/2006

PURSUANT TO 807 KAR 5:011

Sec 1

By


Executive Director

the Todd-Muhlenberg County line a three-inch master meter. All construction other than the construction of water lines and metering devices set forth in this Paragraph shall be the responsibility of the Second Party.

4. The Parties agree that the Second Party's rate of withdrawal of water from the four-inch water line described above shall not exceed 100 gallons per minute absent emergency circumstances.

5. The Second Party shall be billed on a monthly basis for water purchased from the First Party and all payment for purchased water shall be made by the Second Party to the First Party by the 10th day of each month.

6. This Agreement shall be for a term of twenty-five (25) years, unless sooner modified by mutual agreement of the Parties. This Agreement may be continued for an additional number of years by mutual consent of the Parties.

7. This Agreement shall be binding upon the Parties hereto, their successors and assigns.


8. This Agreement shall be subject to approval by the Public Service Commission of the Commonwealth of Kentucky.

9. The Parties hereto, agree that the Todd Circuit Court shall be the appropriate venue to resolve any disputes regarding the terms and conditions hereof. In the event of litigation, the prevailing party shall be entitled to recover Court cost and attorney fees.

In witness whereof, the Parties hereto, have through appropriate resolutions of their Boards of Commissioners, cause this Agreement to be executed.

Dated this 15th day of May, 2006.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/5/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

TODD COUNTY WATER DISTRICT

BY: George D. Brown
George D. Brown, Chairman

ATTEST:

Lois E. Brown
Lois Brown, Secretary

MUHLENBERG COUNTY WATER DISTRICT

BY: Bobby L. Cieger
Chairman

ATTEST:

[Signature]
Secretary

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF TODD)

SUBSCRIBED AND SWORN to before me by George D. Brown, Chairman of
the Todd County Water District, on this the 1st day of May, 2006.

My Commission Expires: Feb 14, 2009

John Haley
Notary Public, Kentucky
State at Large

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/5/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By [Signature]
Executive Director

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF MUHLENBERG)

SUBSCRIBED AND SWORN to before me by Bobby A. Creger

_____ Chairman of the Muhlenberg County Water District, on this
the 19th day of May, 2006.

My Commission Expires: March 5, 2007

Wanda Heard

Notary Public, Kentucky
State at Large

Prepared by:

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Facsimile: 270-265-2054

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OF KENTUCKY
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7/5/2006
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SECTION 9 (1)

By [Signature]

Executive Director