

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 |) | |

NOTICE OF FILING

Muhlenberg County Water District (“Muhlenberg District”) hereby notifies the Kentucky Public Service Commission (“Commission”) of its filing in this proceeding.

1. On September 10, 2018, Muhlenberg District filed a Supplemental Filing and Status Report, which provided that Muhlenberg District would file an executed copy of the Second Amended Water Purchase Agreement and Bill of Sale (“Second Amended Agreement”) and Muhlenberg District’s Resolution on or before September 27, 2018.

2. At Muhlenberg District’s Board of Commissioners meeting on September 24, 2018, the Board adopted a Resolution, which approves the Second

Amended Agreement and authorizes the Chairman to sign the Second Amended Agreement. The Resolution is attached to this filing as **Exhibit 1**.

3. Muhlenberg District's Chairman signed the Second Amended Agreement on September 24, 2018. The final signed and executed Second Amended Agreement is attached to this filing as **Exhibit 2**.

4. On this same day, Muhlenberg District and Todd County Water District are jointly filing the executed Second Amended Agreement with the Commission's tariff filing system.

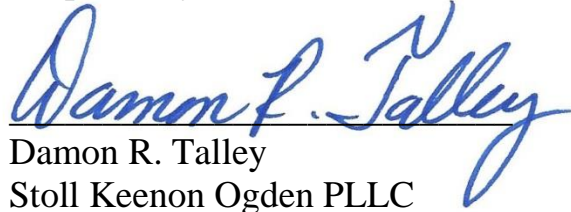
5. It is Muhlenberg District's understanding that Todd District plans to file a copy of its signed Minutes of the August 27, 2018 Board meeting with the Commission on or before September 27, 2018.

WHEREFORE, Muhlenberg District urges the Commission to approve the Offer and Acceptance of Satisfaction, which was previously filed with the Commission, as settlement of this case and dismiss this proceeding.

[Remainder of page intentionally left blank.]

Dated: September 25, 2018

Respectfully submitted,



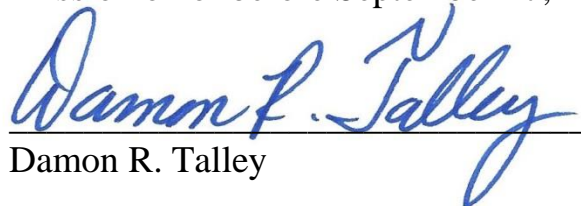
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*Counsel for Muhlenberg County Water
District*

CERTIFICATE OF SERVICE

In accordance with 807 KAR 5:001, Section 8, I certify that the electronic filing of this Notice of Filing is a true and accurate copy of the same document being filed in paper medium; that the electronic filing was transmitted to the Public Service Commission on September 25, 2018; that there are currently no parties that the Public Service Commission has excused from participation by electronic means in this proceeding; and that an original paper medium of this Notice of Filing will be delivered to the Public Service Commission on or before September 27, 2018.



Damon R. Talley

EXHIBIT 1

RESOLUTION NO. 2018-09-01

RESOLUTION OF THE MUHLENBERG COUNTY WATER DISTRICT APPROVING THE SECOND AMENDED WATER PURCHASE AGREEMENT AND BILL OF SALE BETWEEN THE TODD COUNTY WATER DISTRICT, AS SELLER, AND THE MUHLENBERG COUNTY WATER DISTRICT, AS BUYER, AND AUTHORIZING THE CHAIRMAN TO EXECUTE SAID AGREEMENT.

WHEREAS, the Todd County Water District (“Todd District”) has previously agreed to supply water to the Muhlenberg County Water District (“Muhlenberg District”) at two (2) different locations to enable Muhlenberg District to serve customers at various places in the Lake Malone area of southern Muhlenberg County, Kentucky and to provide an emergency interconnection between Todd District and Muhlenberg District;

WHEREAS, an Agreement providing for the wholesale provision of water by Todd District to Muhlenberg District was entered into on May 1, 2006;

WHEREAS, an Amended Agreement between Todd District and Muhlenberg District was entered into on February 1, 2010 to provide for a second connection point;

WHEREAS, as a part of the resolution of the proceedings currently pending before the Public Service Commission, William C. Hill v. Muhlenberg District and

Todd District, Case No. 2017-00316 (the “Hill Complaint Case”), it will be necessary for Muhlenberg District to obtain a new connection point with Todd District on McPherson Road;

WHEREAS, as part of the resolution of the Hill Complaint Case, Todd District has agreed to the following: (a) to furnish potable water at a wholesale rate to Muhlenberg District at a new connection point located on McPherson Road at the Todd/Muhlenberg County line; (b) to transfer to Muhlenberg District seven (7) customers of Todd District who physically reside in Muhlenberg County; and (c) to transfer to Muhlenberg District 0.65 miles of 3-inch diameter water distribution line physically located in Muhlenberg County, Kentucky;

WHEREAS, certain representatives of Todd District and certain representatives of Muhlenberg District have negotiated the detailed terms of the Second Amended Water Purchase Agreement and Bill of Sale (the “Second Amended Agreement”); and

WHEREAS, the parties now wish to amend said Agreement and the Amended Agreement to provide an additional point of delivery, which will be located at the Todd/Muhlenberg County line on McPherson Road.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MUHLENBERG COUNTY WATER DISTRICT AS FOLLOWS:

Section 1. It is hereby determined and declared to be necessary and in the public interest for Muhlenberg District to enter into the Second Amended Agreement with Todd District as Seller and Muhlenberg District as Purchaser. The Second Amended Agreement, in the form submitted to Muhlenberg District, is hereby approved, and the Chairman is authorized and directed to execute and deliver the Second Amended Agreement for and on behalf of Muhlenberg District.

Section 2. This Resolution shall take effect upon its adoption.

The Chairman declared the foregoing Resolution adopted on September 24, 2018.

MUHLENBERG COUNTY WATER DISTRICT

BY: 
BOBBY MAYHUGH, CHAIRMAN

ATTEST: 
SECRETARY

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Muhlenberg County Water District. As such Secretary I further certify that the foregoing is a true, correct, and complete copy of a Resolution duly adopted by the Board of Commissioners of said District at a duly convened meeting held on September 24, 2018, signed by the Chairman, attested by me as Secretary, and now in full force and effect, all as appears from the official records of said District in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of September, 2018.



SECRETARY

EXHIBIT 2

**SECOND AMENDED WATER PURCHASE
AGREEMENT AND
BILL OF SALE**

This Second Amended Water Purchase Agreement and Bill of Sale (“Second Amended Agreement”), made and entered into this 24th day of September, 2018, 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 previously agreed to supply water to the Second Party at two (2) different locations so that the Second Party can serve anticipated customers of the Second Party at various places in the Lake Malone area of southern Muhlenberg County, Kentucky;

WHEREAS, an Agreement dated May 1, 2006 setting forth the parties intentions regarding the wholesale sale and purchase of water was filed and approved by the Kentucky Public Service Commission on July 5, 2006;

WHEREAS, an Amended Agreement providing for a second connection point between the parties was filed and approved by the Public Service Commission on February 1, 2010;

WHEREAS, as a part of the resolution of the proceedings currently pending before the Public Service Commission, William C. Hill vs Muhlenberg County Water District and Todd County Water District, Case No. 2017-00316, the Todd County Water District has agreed to the following: (a) to furnish potable water at a wholesale rate to the Muhlenberg County Water District; (b) to transfer to the Second Party seven (7)

customers of the First Party who physically reside in Muhlenberg County; and (c) to transfer to the Second Party 0.65 miles of 3-inch diameter water distribution line physically located in Muhlenberg County, Kentucky;

WHEREAS, it is the desire of the parties to reduce that agreement for the sale and purchase of water, transfer of customers, and transfer of water distribution line to writing;

WHEREAS, the First Party has agreed to sell and convey and the Second Party has agreed to purchase and accept 0.65 miles of 3-inch diameter water line;

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

WHEREAS, the parties now wish to amend said Agreement and the Amended Agreement to provide an additional point of delivery, which will be located at the Todd/Muhlenberg County line on McPherson Road.

NOW, THEREFORE, the Parties agree as follows:

1. The Party of the First Part shall sell the Party of the Second Part potable water at a rate of \$5.85 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 those increases shall be passed along to the Party of the Second Part consistent with uniform rate increases which, from time-to-time, may be passed along to the First Party's rate payers.

3. The Party of the First Part shall furnish to the Party of the Second Part, at the point of delivery specified herein, during the term of this Second Amended Agreement,

or any renewal or extension thereof, potable, treated water meeting the applicable water quality standards of all appropriate state and federal regulatory agencies.

4. A master meter vault, master meter, and related appurtenances (“Master Meter”) will be constructed at the Todd/Muhlenberg County line on McPherson Road by, and at the expense of, the Second Party. The Second Party shall prepare the design and specifications for the Master Meter and submit them to the First Party for approval prior to installation. Following installation, the Master Meter shall be owned, operated, and maintained by the First Party.

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 term of years by mutual consent of the Parties.

7. From and after the installation of the Master Meter, the 0.65 miles of water distribution line described in **Exhibit A** attached hereto shall become the property of Muhlenberg County Water District. The First Party acknowledges this Second Amended Agreement is for valuable consideration which cannot be measured in monetary terms, the receipt and sufficiency of which is hereby acknowledged. The First Party hereby releases, remises, and forever quit claims unto the Second Party, the 0.65 miles of water distribution line described in **Exhibit A** attached hereto. The Second Party acknowledges its acceptance of the Water District Distribution Line, “as is,” “where is.”

8. The First Party further assigns to the Second Party the right to serve the seven (7) current water customers set forth in **Exhibit B** attached hereto and made a part hereof. From and after the date of the installation of the Master Meter, the Second Party shall be responsible for service to the customers described in **Exhibit B**.

9. This Second Amended Agreement shall be binding upon the Parties hereto, their successors, and assigns.

10. This Second Amended Agreement will be subject to approval by the Public Service Commission.

11. This is the entire agreement of the Parties, and no other term or terms shall be considered unless executed with like formality.


12. In the event any portion of this Second Amended Agreement is declared invalid by a court of competent jurisdiction, all other portions of this Second Amended Agreement not declared invalid shall remain in full force and in effect.


[Remainder of page intentionally left blank]

In witness whereof, the Parties hereto, through appropriate actions of their Boards of Commissioners, have approved and caused this Second Amended Agreement to be executed by their duly authorized Chairmen.

Dated this 24 day of September, 2018.

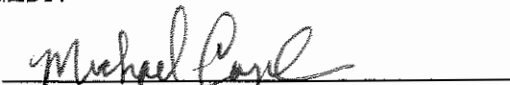
TODD COUNTY WATER DISTRICT

BY: 
George D. Brown, Chairman

ATTEST:

Lois Brown, Secretary

MUHLENBERG COUNTY WATER DISTRICT

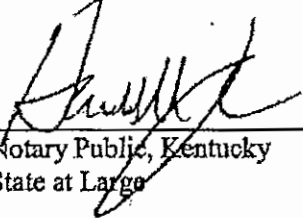
BY: 
Bobby Mayhugh, Chairman

ATTEST:

Michael Camplin, 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 13th day of September, 2018.

My Commission Expires: 8/28/2022

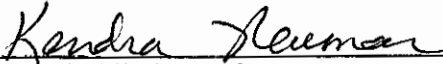


Notary Public, Kentucky
State at Large

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF MUHLENBERG)

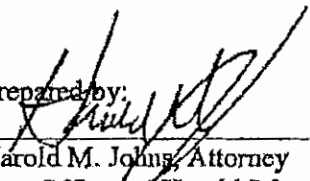
SUBSCRIBED AND SWORN to before me by Bobby Mayhugh, Chairman of the
Muhlenberg County Water District, on this the 24 day of September, 2018.

My Commission Expires: 8-4-19



Notary Public, Kentucky
State at Large

Prepared by:



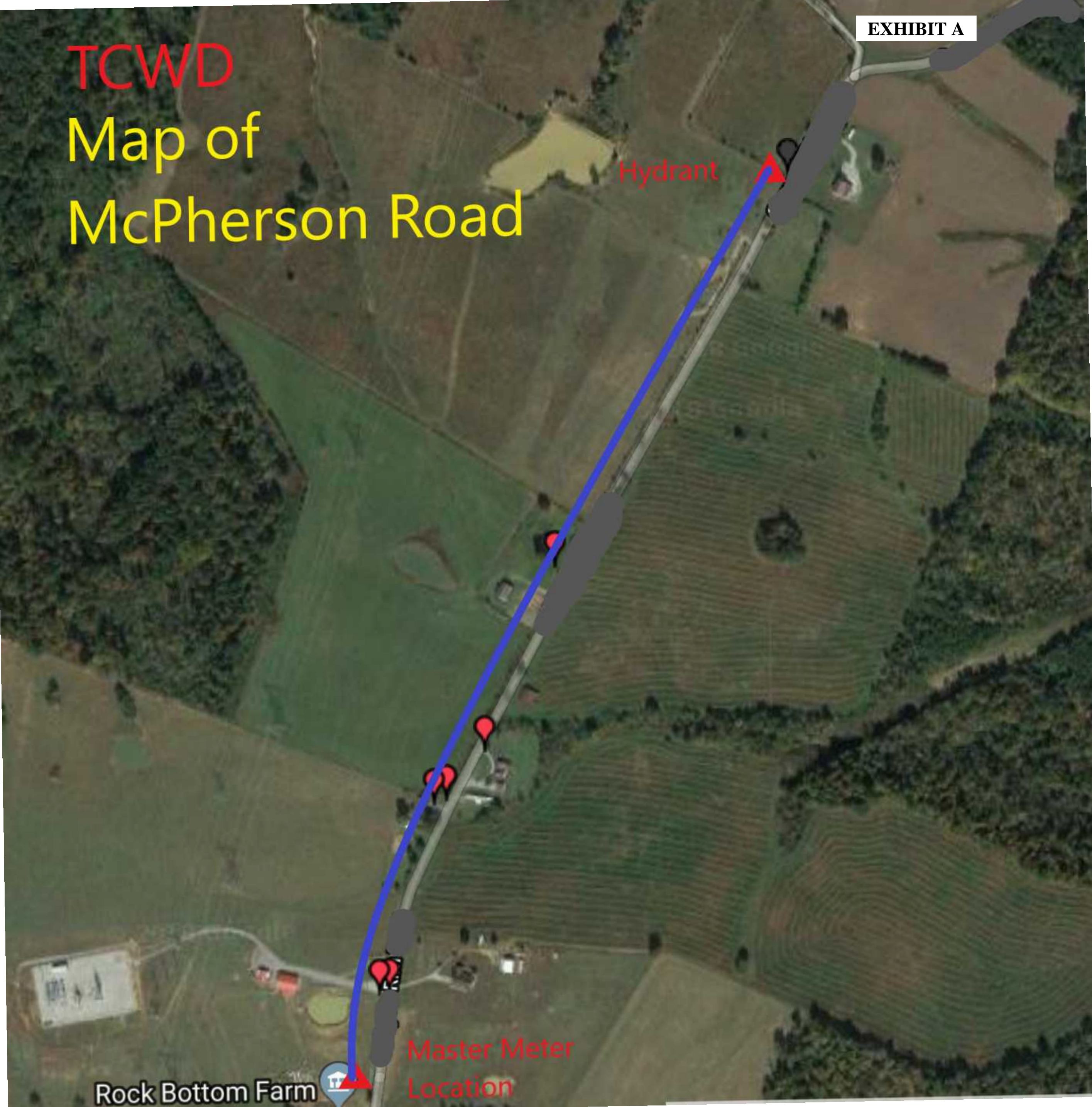
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TCWD
Map of
McPherson Road

Hydrant

Master Meter
Location

Rock Bottom Farm



Customer list of meters in Muhlenberg County on McPherson Road

Meter Electronic Number: 19675486
Meter Serial Number: 09438380
Latitude/Longitude: [37.05418, -87.083](#)
Location: 455 MCPHERSON RD
Customer: [REDACTED]

Meter Electronic Number: 19679287
Meter Serial Number: 09437509
Latitude/Longitude: [37.05419, -87.08289](#)
Location: 470 MCPHERSON RD
Customer: [REDACTED]

Meter Electronic Number: 19679267
Meter Serial Number: 09437507
Latitude/Longitude: [37.0559, -87.08235](#)
Location: 579 McPHERSON ROAD
Customer: [REDACTED]

Meter Electronic Number: 30632157
Meter Serial Number: 66487202
Latitude/Longitude: [37.05593, -87.08221](#)
Location: 584 MCPHERSON RD
Customer: [REDACTED]

Meter Electronic Number: 19679280
Meter Serial Number: 09437506
Latitude/Longitude: [37.05637, -87.08177](#)
Location: 620 McPHERSON ROAD
Customer: [REDACTED]

Meter Electronic Number: 19679263
Meter Serial Number: 09437508
Latitude/Longitude: [37.05803, -87.08094](#)
Location: MCPHERSON RD
Customer: [REDACTED]

Meter Electronic Number: 19679128
Meter Serial Number: 09436846
Latitude/Longitude: [37.06154, -87.07824](#)
Location: 790 MCPHERSON ROAD
Customer: [REDACTED]