

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC INVESTIGATION INTO)
EXCESSIVE WATER LOSS BY) CASE NO. 2019-00041
KENTUCKY'S JURISDICTIONAL)
WATER UTILITIES)

RESPONSE OF
FARMDALE WATER DISTRICT
TO
PUBLIC SERVICE COMMISSION'S ORDER
DATED MARCH 12, 2019

FILED: March 21, 2019

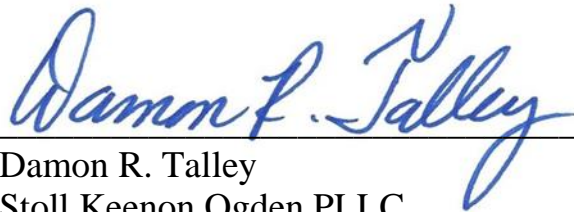
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**RESPONSE OF FARMDALE WATER DISTRICT TO COMMISSION'S
ORDER DATED MARCH 12, 2019**

Comes the Respondent, Farmdale Water District, for its Filing of Documents pursuant to the Commission's Order on March 12, 2019, and states as shown on the following pages.



Damon R. Talley
Stoll Keenon Ogden PLLC
112 North Lincoln Boulevard
P.O. Box 150
Hodgenville, KY 42748-0150
Telephone: (270) 358-3187
Fax: (270) 358-9560
damon.talley@skofirm.com

Counsel for Farmdale Water District

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

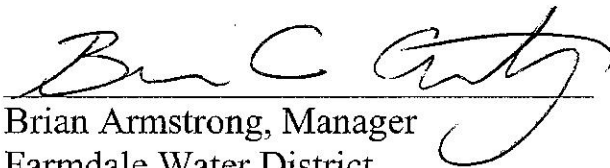
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**ELECTRONIC INVESTIGATION INTO)
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KENTUCKY'S JURISDICTIONAL)
WATER UTILITIES)**

**CERTIFICATION OF RESPONDENT'S FILING OF DOCUMENTS
PURSUANT TO COMMISSION ORDER**

This is to certify that I have supervised the preparation of the documents filed by the Respondent pursuant to Appendices B and D of the Commission's Order on March 12, 2019. The documents filed on behalf of Farmdale Water District are true and accurate to the best of my knowledge, information, and belief formed after a reasonable inquiry.

Date: 3/20/19



Brian Armstrong, Manager
Farmdale Water District

FARMDALE WATER DISTRICT

CASE NO. 2019-00041

Response to Public Service Commission's Order of March 12, 2019 –

Appendix D

Question No. 1

Responding Witness: Brian Armstrong, Manager

- Q-1. [Provide a] copy of all documents, including but not limited to contracts, amendments to contracts, letters, e-mails and communications of every type which set out the price the utility pays for wholesale water purchases from other water districts, water associations, municipal water utilities, and investor-owned utilities.
- A-1. Farmdale Water District (“Farmdale”) purchases all of its water from the Electric and Water Plant Board of the City of Frankfort, Kentucky (“Frankfort Plant Board”). The contract between Farmdale and Frankfort Plant Board has evolved over the years. A copy of the original contract from 1967 is attached as **Exhibit 1**. A copy of the May 1974 Addendum is attached as **Exhibit 2** and a copy of the August 1974 Addendum is attached as **Exhibit 3**. A copy of the current contract, which has been in effect since 2011, is attached as **Exhibit 4**. All of the attached contracts and addendums (**Exhibits 1 through 4**) were reviewed and accepted for filing by the Commission and are on file with the Commission.

Farmdale pays the Frankfort Plant Board **\$2.84 per thousand gallons** for the water which it purchases.

Frankfort Plant Board has filed a tariff sheet with the Public Service Commission setting forth its current rate for wholesale service. A copy of this tariff sheet is attached as **Exhibit 5**. Lastly, because Farmdale purchases water from Frankfort Plant Board for resale, Farmdale is subject to the Kentucky River Authority (“KRA”) Withdrawal Fee. The current KRA tariff sheet is attached as **Exhibit 6**. The KRA Withdrawal Fee applicable to Farmdale is 29.0 cents per thousand gallons.

Thus, Farmdale’s true cost of water is **\$2.84** per 1,000 gallons as shown below:

Volumetric Rate:	\$2.55 per 1,000 gallons
KRA Fee:	<u>\$0.29</u> per 1,000 gallons
Total:	\$2.84 per 1,000 gallons

FARMDALE WATER DISTRICT

CASE NO. 2019-00041

Response to Public Service Commission's Order of March 12, 2019 –

Appendix D

Question No. 2

Responding Witness: Brian Armstrong, Manager

- Q-2. [Provide a] copy of all documents, including but not limited to contracts, amendments to contracts, letters, e-mails and communications of every type which set out the price the utility charges for wholesale water sales to other water districts, water associations, municipal water utilities, and investor-owned utilities.
- A-2. Farmdale Water District does not provide wholesale water service to any other water district, water association, or utility.

CERTIFICATE OF SERVICE

In accordance with 807 KAR 5:001, Section 8, I certify that Farmdale Water District's electronic filing of this Response 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 March 21, 2019; 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 Response will be delivered to the Public Service Commission on or before March 25, 2019.


Damon R. Talley

EXHIBIT 1

RECEIVED RECEIVED

AUG 26 1994 AUG 26 1994

P.S.C.
RATES & RESEARCH DIV.

PUBLIC SERVICE
COMMISSION

A G R E E M E N T

THIS AGREEMENT made and entered into on this the 11th day of August, 1967, by and between the ELECTRIC AND WATER PLANT BOARD OF THE CITY OF FRANKFORT, KENTUCKY, a governmental agency of the City of Frankfort, Kentucky, having the powers granted by Section 96.171 et. seq., Kentucky Revised Statutes, hereinafter referred to as "Board", and the FARMDALE WATER DISTRICT, a water district created and existing under the Laws of the State of Kentucky, hereinafter referred to as "District";

WITNESSETH: that the parties hereto, in consideration of the mutual duties and obligations herein created, have, and do agree as follows:

1. The Board will make available to the District water in such quantity and at such pressure as it may have in its main at the service connection at the time of use but not to exceed more than 150 gallons per minute or one million gallons per month, with, however, pumping from the main, if done by the District, done at regular pumping periods to be designated by the Board, not to exceed ten hours per day.
2. The Board under this agreement is obligated to make water available only to the facilities of the District.
3. The Board in agreeing to furnish water to the District is acting on a friendly and neighborly basis and in an effort to assist the residents of the District to have water service, and agrees to release the District from this contract at any time the District desires on Sixty (60) days written notice to the Board.
4. The Board under this agreement has, and assumes no obligation whatever to furnish satisfactory quantity or pressure for any particular service such as irrigation, fire protection, industrial or commercial use.
5. The District shall at all times pay the rates and charges for water as exist at the time of delivery under the then existing published rates, rules and regulations of the Board.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 09 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

6. The water will be furnished the District through a meter or meters of the size and type specified by the Board, which shall be furnished and maintained by the District and located at such point or points as the Board shall designate on its main at or near end of 12 inch main south of right-of-way of Highway I-64, in Franklin County, Kentucky, which said meter or meters the Board shall have the right to inspect and test at any and all times. In the event any meter test, whether initiated by the Board or by the District, discloses any substantial error compensation payable for water delivered shall be adjusted so as to effectively compensate for the error.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
SECTION 9 (1)
FOR THE PUBLIC SERVICE COMMISSION

SEP 09 1994

7. The obligation of the Board to supply water hereunder is further limited by the understanding that the Board shall only be required to use reasonable care and diligence in the operation and maintenance of its existing system to prevent and avoid interruptions and fluctuations in the supply, and that it cannot and does not guarantee that such interruptions and fluctuations will not occur, or that because of emergencies due to breaks, leaks, defects or necessary repairs to its facilities, or the normal demand on its system, or fires, strikes, acts of God or other causes there may not be periods during which the supply may be curtailed or interrupted; provided, however, notwithstanding a shortage by reason of any one of the above causes, if water be available to the District from the system of the Board through the aforesaid line, the Board shall in such event, furnish to the District water in such quantity as the normal daily requirements of the District shall bear to the normal daily requirements of the Board.

8. The present published Rates, Rules and Regulations of the Board relating to water service are attached hereto and made a part hereof.

9. It is further mutually agreed and understood by and between the parties hereto that this contract is to run for a period of 20 years from the date of initial delivery of water hereunder, with an option to renew for an additional period of 20 years.

10. Service shall begin as of the date of the completion and placing in service of the 12 inch main to be constructed by the parties from the intersection of Glenwood Drive and U. S. Highway No. 127.

11. Any successor of the Board or the District, whether the result of legal process, assignment or otherwise, shall succeed to the rights of the Board or District hereunder.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed by its duly authorized officers, on this the day and year first above written.

ATTEST:

Meriam Williams
Secretary

ELECTRIC AND WATER PLANT BOARD OF
THE CITY OF FRANKFORT, KENTUCKY

By William P. Ceston
Chairman

ATTEST:

B. B. Sharp
Secretary

FARMDALE WATER DISTRICT

By J. P. Brown
Chairman

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 09 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Jordan C. Cook
FOR THE PUBLIC SERVICE COMMISSION

FRANKFORT MUNICIPAL & WATER PLANT BOARD

FRANKFORT, KENTUCKY

WATER SERVICE

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Effective Date: Billing Period, 1994. **SEP 09 1994**

Applicable to:

All water service.

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Jordan C. Noel
FOR THE PUBLIC SERVICE COMMISSION

<u>Rate:</u>	<u>City</u>	<u>Rural (Outside City Limits)</u>
First 5,000 gallons per month	@ \$.30 /M gal.	\$.40
Next 20,000 gallons per month	@ .20 /M gal.	.20
Next 175,000 gallons per month	@ .15 /M gal.	.15
Next 300,000 gallons per month	@ .12 /M gal.	.12
Excess	@ .10 /M gal.	.10

Minimum Bill:

5/8 and 3/4" Meters	\$ 1.00 Month	1.25
1" Meters	1.50 Month	1.50
1-1/2" Meters	2.50 Month	2.50
2" Meters	5.00 Month	5.00
3" Meters	10.00 Month	10.00
4" Meters	20.00 Month	20.00
6" Meters	30.00 Month	30.00
8" Meters	50.00 Month	50.00

Booster Pumping (Outside City) -Plus- 20% and in no case shall it be less than 3¢ per thousand gallons.

Fire Hydrants - Per Hydrant \$ 10.00 per year.

Sprinkler Service and Private Fire Hydrants:

	<u>Effective Date 3-1-48</u>
Size of Service - 2"	\$ 12.00 per year.
Size of Service - 4"	\$ 30.00 per year.
Size of Service - 6"	\$ 60.00 per year.
Size of Service - 8"	\$100.00 per year.

Terms of Payment:

The above rates are Not and apply on all bills paid within ten (10) days from date thereof. On all bills not so paid an additional charge of 10% of the amount billed will be made.

Special Provision:

Board reserves the right to curtail the use of water under unusual circumstances or emergencies.

Customer requesting water meter for Seasonal or Temporary use must pay to the Board a charge of \$100.00 for the meter installation. Rates are applicable for the succeeding twelve months period. Further, the customer shall contact the Municipal Sewer Board in regard to exemption on sewer rental and the Municipal Sewer Board shall direct the Plant Board to exempt sewer charge for such services.

1750'

Dug North

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 09 1994

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: *Jordan C. Mel*
FOR THE PUBLIC SERVICE COMMISSION

S 83° 0' E
4540'

S 01° 15' W
1620'

S 05° 0' E
6180'

+ 1640'

S 5° 35' E
1480'

1330' +

560'

12' water line

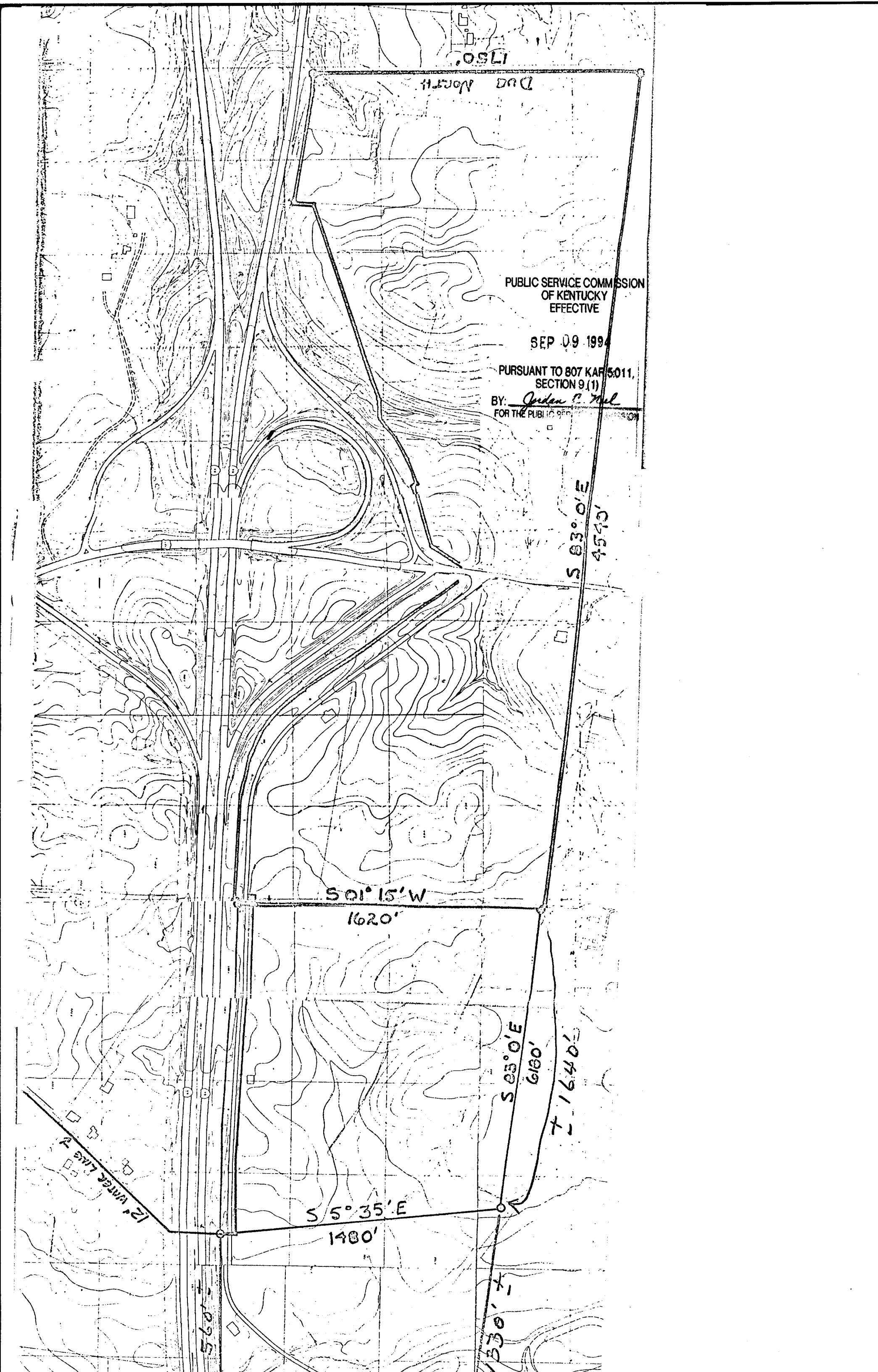


EXHIBIT 2

RECEIVED

AUG 26 1994

PUBLIC SERVICE
COMMISSION

ADDENDUM TO AGREEMENT OF AUGUST 11, 1967

That certain agreement made and entered into on August 11, 1967, by and between the ELECTRIC AND WATER PLANT BOARD OF THE CITY OF FRANKFORT, KENTUCKY, and FARMDALE WATER DISTRICT, a water district of Franklin County, Kentucky, is hereby extended to encompass the supplying of water by the board to the district in sufficient quantities for the district to provide service to a certain extension upon which construction is about to begin and that is the subject to engineering plans, studies, and specifications that have been examined by both parties.

The supplying of water to the extension of the district shall be under the same terms and conditions and subject to the same limitations as set out in the original agreement of August 11, 1967, except that limitation on the maximum gallonage to be delivered is eliminated.

As a further consideration for the supplying of water to the district for its extension mentioned herein, Farmdale Water District does hereby agree that there is a certain small area of property lying within the physical boundaries of the district in which the Electric and Water Plant Board is now providing service to certain customers and that the Electric and Water Plant Board may extend its operations within the district's territories to encompass the areas outlined on the map that is attached hereto and made a part hereof by reference,

IN TESTIMONY OF THE FOREGOING, witness the signatures of the parties at Frankfort, Kentucky, this the 23 day of May, 1974.

ATTEST:

B. B. Stange
Secretary

FARMDALE WATER DISTRICT

N. P. Green
By N. P. Green, Chairman

ATTEST:

R. C. Howard
Secretary

FRANKFORT ELECTRIC & WATER PLANT BOARD

William A. Curlew
By

LAW OFFICES
CHANCELLOR & DARNELL
McCLURE BUILDING
FRANKFORT, KY.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 09 1994

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Jordan B. Neal
FOR THE PUBLIC SERVICE COMMISSION

EXHIBIT 3

RECEIVED RECEIVED

AUG 26 1994

AUG 26 1994

P.S.C.
RATES & RESEARCH DIV.

PUBLIC SERVICE
COMMISSION

SECOND ADDENDUM TO AGREEMENT OF AUGUST 11, 1967

That certain agreement made and entered into on August 11, 1967 by and between the ELECTRIC AND WATER PLANT BOARD OF THE CITY OF FRANKFORT, KENTUCKY, and FARMDALE WATER DISTRICT, a water district of Franklin County, Kentucky is hereby further extended by including herein the following:

1. The term of the agreement of August 11, 1967 is extended to run for twenty (20) years from the date of the first delivery of water to the District's extension with an option being granted to the District to extend the contract for an additional twenty (20) year period.

2. It is understood that the rights of the District in the original contract, the addendum of May 23, 1974 and this Second Addendum are pledged by the District to the United States of America acting through the Farmer's Home Administration of the United States Department of Agriculture as part of the security for a loan from the United States of America.

IN TESTIMONY OF THE FOREGOING, witness the signatures of the parties at Frankfort, Kentucky, this the 13th day of August 1974.

ATTEST:

R. B. Stange
Secretary

FARMDALE WATER DISTRICT

N. P. Green
By N. P. Green, Chairman

ATTEST:

R. C. Howard
Secretary

FRANKFORT ELECTRIC & WATER BOARD

William P. Resler
By:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 09 1994

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: *Jordan C. Nash*
FOR THE PUBLIC SERVICE COMMISSION

EXHIBIT 4

Water Supply Agreement

Professional
Engineers, Inc. CAS
DEC 27 2010 JG

THIS AGREEMENT made and entered into on this 18th day of January, ~~2010~~ ²⁰¹¹, by and between the Electric and Water Plant Board of the City of Frankfort, Kentucky, whose address is 317 West Second Street, P.O. Box 308, Frankfort, Kentucky 40602, having the powers granted by KRS 96.171 *et seq.*, ("Board"), and the Farmdale Water District, whose address is 100 Highwood Drive, Frankfort, Kentucky 40601, a water district created and existing under the laws of the state of Kentucky ("District");

WHEREAS: The District currently purchases water on a wholesale basis from the Board and has four existing points of delivery located at Tamworth Lane, Moss Lane, Twilight Trail #1, and Twilight Trail #2.

WHEREAS, The District desires to abandon the two existing points of delivery on Twilight Trail and obtain a new point of delivery on Evergreen Road (SR 1665) at Interstate 64;

WHEREAS, The District desires to maintain the two existing points of delivery located on Tamworth Lane and Moss Lane;

WHEREAS, the Board desires to continue to be the District's sole and exclusive supplier of water for an additional forty-two (42) years;

WHEREAS, this Water Supply Agreement supersedes and replaces any other agreements for the purchase of water between the parties;

WITNESSETH: That the parties hereto in consideration of the mutual duties and obligations herein created, have, and do agree as follows:

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 2/23/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

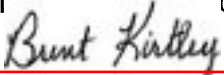
1. **Quality:** During the term of this agreement and any renewal or extension thereof, the Board will furnish to the District at the points of delivery hereinafter specified, treated, potable water that complies with all applicable Kentucky Division of Water and U.S. Environmental Protection Agency standards for water quality.

2. **Points of Delivery, Flow Rates, Minimum Quantities, and Pressure:** The Board will provide water to the District at the following points of delivery:
 - A. New metering point at Evergreen Road and I-64. The Board will install, at the District's expense, metering equipment inside the District's pump station; the Board shall have access to the pump station for proper maintenance or testing of the metering equipment; the maximum flow rate shall be 1,200 gallons per minute; the minimum consumption shall be 14,600,000 gallons per month computed on an annual basis.

 - B. Existing metering point at Tamworth Lane; the maximum flow rate shall be 400 gallons per minute; the minimum consumption shall be 3,700,000 gallons per month computed on an annual basis.

 - C. Existing metering point at Moss Lane; the maximum flow rate shall be 400 gallons per minute; the minimum consumption shall be 70,000 gallons per month computed on an annual basis.

The parties, in writing, may agree to one or more additional points of delivery, subject to the force majeure events described herein. Adequate pressure normally provided from the Board's existing facilities will be supplied to the

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH

EFFECTIVE 2/23/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

points of delivery. If a greater pressure than is normally available at the points of delivery is required by the District, the cost of providing such greater pressure shall be the responsibility of the District. Notwithstanding the foregoing, the Board under this Agreement assumes no obligation whatsoever to furnish satisfactory quantity or pressure for any particular service such as irrigation, fire protection, industrial, or commercial use.

3. Term of Agreement and Effective Date: This Agreement will take effect on the Effective Date and will continue for a term of forty-two (42) years thereafter. The Parties acknowledge that this Agreement will require submission to the Kentucky Public Service Commission ("PSC") for approval. The Board shall file an executed copy of this Agreement with the PSC. The District pledges its assistance to help expedite the PSC review process. The Effective Date of this Agreement shall be the date the Agreement is deemed to be "filed" by the PSC. The Board shall give written notice of the Effective Date to the District.

4. Metering Equipment and Flow Measurement: The Board will own, operate and maintain the metering equipment located at all points of delivery. The Board shall make annual tests and inspections of the master meters; and additional testing may be performed by the Board at its sole discretion at any time. The Board will provide a twenty-four (24) hour notice to the District prior to conducting any meter test, allow District personnel to witness the test, and submit test results to the appropriate official or agent designated by the District upon request. A meter registering within the acceptable limits as

WITNESSED BY
PUBLIC SERVICE COMMISSION
JEFF R. DEBOUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
2/23/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

defined by American Water Works Association (AWWA) standards shall be deemed to be accurate. A reading of the meter determined by the test results to be inaccurate (registering outside of acceptable limits of AWWA standards based upon type of meter) shall cause billings for at least one (1) month, and up to three (3) months, previous to such test to be adjusted by the percentage of inaccuracy found by such test. If any meter should fail to register usage for any regular billing period, the amount of water furnished during such billing period shall be determined based on historical consumption.

5. **Billing and Payment:** The District shall at all times pay the rates and charges for water that exist at the time of delivery under the existing published rates, rules and regulations of the Board.

The District and the Board acknowledge the Board's wholesale water rate is determined by the Board's rate-making methodology, and agree that the Board's rate making methodology is a reasonable basis for the rate adjustments under the Water Supply Agreement. That methodology requires that the wholesale rate be determined by considering the following components including but not limited to:

- A. Operation and maintenance expenses
- B. Depreciation expenses
- C. Debt service and coverage on debt service

6. **Force Majeure:** Emergency failures due to main supply line breaks, power failure, flood, fire, act of God, war, riot, earthquake, explosion, or other catastrophic events shall excuse the Board from its performance under this

KENTUCKY PUBLIC SERVICE COMMISSION
JENNIFER D. ROSEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 2/23/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Agreement for such reasonable period of time as may be necessary to restore service.

7. **Future Growth:** The District agrees to utilize water purchased from the Board as the sole source of supply for any future growth or increase in water sales by the District, which shall include both new customers and increased sales to existing customers.

8. **Proportionate Reduction:** In the event any occurrence, condition, or circumstance leads the Board to request voluntary curtailment of water consumption or to impose mandatory curtailment of water consumption with respect to the Board's own water users, the District will make the same request for voluntary curtailment of consumption or will impose the same mandatory curtailment of water consumption, upon its water users, to the end that District water users will be treated alike with respect to curtailment of water consumption, and the District will cooperate fully in taking the same character of enforcement action as the Board takes with respect to any such request or mandate.

9. **Assignment:** This Agreement shall be binding on all successors and assigns of the Parties but shall not be assigned by either Party without the written consent of the other.

10. **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 certain performance of any provision shall in no way be construed as a waiver of such

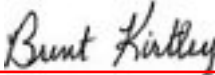
KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEBOUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 2/23/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

provision nor in any way affect the validity of this Agreement or the right of the Party thereafter to enforce each and every provision.

11. Authority to Execute Agreement: The Board possesses full authority to enter into this Agreement as indicated by the Board's minutes attached hereto as Exhibit A. The District possesses full authority to enter into this Agreement as indicated by the District's minutes attached hereto as Exhibit B.

12. 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, representations or warranties of any kind, expressed or implied, not expressly set forth in this Agreement. No modifications or amendment of this Agreement shall be effective unless in writing and executed on behalf of both Parties.

13. Termination of Prior Agreements: Any and all prior Agreements between the Board and the District relating to the supply of water and all other matters relating thereto will automatically be terminated on the effective date of this Agreement; provided, however, that such prior Agreements will immediately and automatically be revived and considered to be in full force and effect if the PSC does not approve this Agreement.

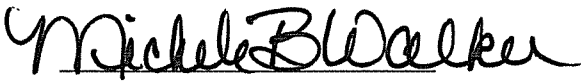
KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 2/23/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers, on this date and year first above written.

Electric and Water Plant Board
of the City of Frankfort,
Kentucky

By: 
Board Chair

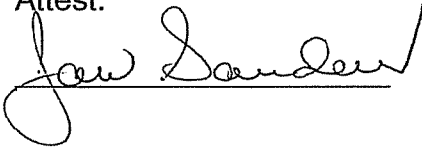
Attest:



Farmdale Water District

By: 
Board Chair

Attest:



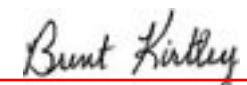
KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 2/23/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EXHIBIT 5

FOR Entire Service Area

P.S.C. KY. NO. 1

The Electric and Water Plant Board
of the City of Frankfort, Kentucky
(NAME OF UTILITY)

1st Revised SHEET NO. 1

CANCELLING P.S.C. KY. NO. 1

Original SHEET NO. 1

RATES & CHARGES

APPLICABILITY: All wholesale water users regulated by the Public Service Commission purchasing water from the FEWPB for resale.

AVAILABILITY OF SERVICE: To all water districts.

RATE: Year 1 (November 12, 2014 – October 31, 2015) - \$2.25 per 1,000 gallons
Year 2 (November 1, 2015 – October 31, 2016) - \$2.35 per 1,000 gallons
Year 3 (November 1, 2016 – October 31, 2017) - \$2.45 per 1,000 gallons
On and After November 1, 2017 - \$2.55 per 1,000 gallons

CONDITIONS OF SERVICE: Pursuant to contract.

NOTE: As of November 12, 2014, this tariff sheet cancels and replaces all other tariff sheets on file containing general rates applicable to wholesale water districts and implements the general rates established herein. FPB's tariff sheet containing charges for the Kentucky River Authority withdrawal fee on file with the Commission shall remain in full force and effect.

DATE OF ISSUE: October 10, 2014

MONTH / DATE / YEAR

DATE EFFECTIVE: November 12, 2014

MONTH / DATE / YEAR

ISSUED BY *Hubbie Bannister*

SIGNATURE OF OFFICER

TITLE: General Manager

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE

NO. 2014-00254 DATED: November 12, 2014, December 3, 2014

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 11/12/2014
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EXHIBIT 6

FOR FEWPB Entire Service Area _____

PSC KY NO. _____ 1 _____

The Electric and Water Plant Board
of the City of Frankfort, Kentucky _____
(NAME OF UTILITY)

3rd Revised _____ SHEET NO. _____ 2 _____

CANCELLING PSC KY NO. _____ 1 _____

2nd Revised _____ SHEET NO. _____ 2 _____

RULES AND REGULATIONS

APPLICABILITY: All wholesale water users regulated by the Public Service Commission purchasing water from the FEWPB for resale.

KENTUCKY RIVER AUTHORITY WITHDRAWAL FEE:

Tier I Fee	2.2 cents per thousand gallons	
Tier II Fee	<u>22.0 cents per thousand gallons</u>	(I)
Subtotal	24.2 cents per thousand gallons	(I)
Adjustment to recover the full cost of the KRA Fee	4.8 cents per thousand gallons	
Total for separate line item	29.0 cents per thousand gallons	(I)

NOTE: This adjustment recovers the Kentucky River Authority withdrawal fee adjusted for water loss. All other charges remain in full force and effect.

DATE OF ISSUE: June 26, 2018
MONTH / DATE / YEAR

DATE EFFECTIVE: July 26, 2018
MONTH / DATE / YEAR

ISSUED BY: [Signature]
SIGNATURE OF OFFICER

TITLE: Interim General Manager

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

Gwen R. Pinson

**EFFECTIVE
7/26/2018**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)