

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

Name of Utility	Corinth Water District	
Date	June 8, 2021	
Address	215 Thomas Lane	
City, State, Zip	Corinth, KY	41010
Telephone Number	859-824-7110	
Email Address	tdwright@wkybb.net	

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.

Supplier(s)	Base Rate	Changed Rate
City of Williamstown	\$3.29	\$3.39

1.b. A copy of the supplier's notice of the changed rate showing the effective date of the increase is attached as Exhibit A

2. Twelve-month period upon which the purchased water adjustment is based. (This twelve-month period must end within 90 days of this filing).

From	June 2020	through	May 2021
	(month and year)		(month and year)

3. Statement of water purchases. Where water is purchased from more than one supplier, purchases from each supplier must be shown separately. If water is purchased through a declining block rate schedule, purchases for each month must be shown. Attach an additional sheet if necessary.


Supplier(s)	Gallons Purchased during 12 month period
City of Williamstown	89,988,500
TOTAL PURCHASES	89,988,500
4. Total gallons sold for the 12 month period	59,559,800
5. Increased water cost	
<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 B</p>	
6. Purchased water adjustment factor	.16
<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 C	
8. A copy of the resolution or other document of the utility's governing body authorizing the proposed rates is attached as Exhibit D	
9. Proposed effective date	May 30, 2021
	
Signature of Utility Officer	
General Manager	
Title	

Exhibit A

FOR Williamstown, Kentucky
Name of Municipality

P.S.C. KY. NO. 1

2nd Revised SHEET NO. 1

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

1st Revised SHEET NO. 1

City of Williamstown
(Name of Municipal Utility)

RATES AND CHARGES

MONTHLY WHOLESALE WATER RATE:

Corinth Water District

All Usage

For service rendered from 5/15/2020 through 5/14/2021	\$3.29 Per 1,000 Gallons	(T)
For service rendered from 5/15/2021 through 5/14/2022	3.39 Per 1,000 Gallons	(T)(I)
For service rendered on and after 5/15/2022	3.49 Per 1,000 Gallons	(I)

Note: Per agreement dated February 5, 2020, Corinth Water District ("Corinth") shall pay to City for the actual quantity of water purchased from Williamstown unless Corinth'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 Corinth shall pay to Williamstown for the minimum volume of flow rate it is required to purchase which is one hundred thousand (100,000) gallons per day average on a monthly basis. (N)

Bullock Pen Water District

All Usage

For service rendered from 10/23/2019 through 10/22/2020	\$3.29 Per 1,000 Gallons
For service rendered from 10/23/2020 through 10/22/2021	3.39 Per 1,000 Gallons
For service rendered on and after 10/23/2022	3.49 Per 1,000 Gallons

Note: Per agreement dated September 18, 2019, Bullock Pen Water District ("BPWD") shall pay to City for the actual quantity of water purchased from Williamstown 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 Williamstown for the minimum volume of flow rate it is required to purchase which is one hundred thousand (100,000) gallons per day average on a monthly basis.

DATE OF ISSUE April 22, 2020
Month / Date / Year

DATE EFFECTIVE May 15, 2020
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE Mayor

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Kent A. Chandler
Executive Director



**EFFECTIVE
5/15/2020**

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

Exhibit B

	New Rate	Base Rate
City of Williamstown		
Purchase in gallons	89,988,500	89,988,500
Volumetric Rate	3.39	3.29
Totals	\$ 305,061	\$ 296,062

Increased Water Cost \$ 8,999

Increased Water Cost \$ 8,999
 Divided by gals. sold/1,000 59,559.8
 Purchased Water Adj. Factor \$ 0.151

or \$.16 per 1,000 Gallons

Exhibit C

<u>Current Rates</u>		
<u>Monthly Water Rates</u>		
No. of Gallons per Month		Charge per 1,000 gals.
First 1,000 Gallons (lump sum)	\$	18.50
Next 4,000 Gallons		13.65
Next 5,000 Gallons		12.23
Next 10,000 Gallons		10.80
<u>Truck Loading Station</u>		
All Customers	\$	7.41
<u>Purchased Water Rate</u>		
City of Williamson	\$	3.29

<u>Proposed Rates</u>		
<u>Monthly Water Rates</u>		
No. of Gallons per Month		Charge per 1,000 gals.
First 1,000 Gallons (lump sum)	\$	18.66
Next 4,000 Gallons		13.81
Next 5,000 Gallons		12.39
Next 10,000 Gallons		10.96
<u>Truck Loading Station</u>		
All Customers	\$	7.57
<u>Purchase Water Rate</u>		
City of Williamson	\$	3.39

Exhibit D

RESOLUTION NO. 2019-09

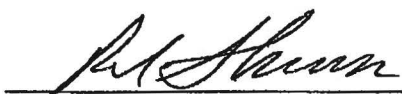
**A RESOLUTION OF THE CITY OF WILLIAMSTOWN, KENTUCKY,
AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF
WILLIAMSTOWN TO EXECUTE A WATER SUPPLY AGREEMENT
BETWEEN THE CITY OF WILLIAMSTOWN AND CORINTH WATER
DISTRICT**

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

WHEREAS, the City of Williamstown wishes to continue to provide water supply to Corinth Water District and desires to enter into agreement with Corinth Water District for an amended Water Supply Agreement in order to continue to provide water supply to Corinth Water District pursuant to the terms and conditions as set forth within the amended Water Supply Agreement; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSTOWN, KENTUCKY, that the City Council does hereby authorize the Mayor of the City of Williamstown to enter into and execute the Water Supply Agreement between the City of Williamstown and Corinth Water District that shall remain in full force and effect until reviewed and amended by the parties.

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



Rick Skinner, Mayor
City of Williamstown, Kentucky

ATTEST:



Vivian Link, City Clerk/Treasurer

AMENDED WATER SUPPLY AGREEMENT

This Amended Water Supply Agreement (“Amended Agreement”) dated as of the ___ day of September, 2019 is made and entered into by and between the City of Williamstown, 400 North Main Street, P.O. Box 147, Williamstown, Kentucky 41097 (hereinafter “City”) and the Corinth Water District, U.S. 25, P.O. Box 218, Corinth, Kentucky 41010 (hereinafter “CWD”). City and CWD will be collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, the City and CWD entered into a certain Water Supply Agreement effective September 5, 2013 (“Agreement”) and,

WHEREAS, the City and CWD have entered into this Amended Water Supply Agreement to provide for wholesale water rates as set forth herein; and

WHEREAS, the Parties execute this Amended Agreement to clarify the terms and conditions relating to future rate increases; and

WHEREAS, the City and CWD have executed this Amended Agreement for the Public Service Commission (“PSC”) to review on wholesale water rate increases over the time period set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and other good and valuable consideration, the City and CWD agree as follows:

1. The Parties incorporate herein by reference each and every term, condition and covenant set forth in the Parties’ original Agreement dated effective September 5, 2013 and amendments, a copy of which is incorporated herein by reference. The Parties agree that all of the terms, conditions and covenants contained in the Agreement shall remain in full force and effect unless specifically altered by the provisions of this Amended Agreement. In the event that there is any conflict in any term, condition or covenant between the Agreement and this Amended Agreement, the terms, conditions and covenants set forth herein shall control.
2. The Parties hereby amend **ARTICLE IV – WATER RATES** to read as follows:

**ARTICLE IV
WATER RATES**

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

<u>Period</u>	<u>Rate</u>
Year 1	\$3.29 per thousand gallons
Year 2	\$3.39 per thousand gallons
Year 3	\$3.49 per thousand gallons
Year 4	\$3.49 per thousand gallons

Year 5 \$3.49 per thousand gallons
Year 6 \$3.49 per thousand gallons

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

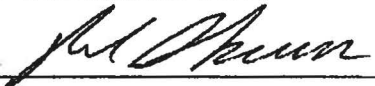
B. CWD shall pay to City for the actual quantity of water purchased from City unless CWD's actual consumption for any month does not exceed one hundred thousand (100,000) gallons per day averaged on a monthly basis, in which case CWD shall pay to City for the minimum volume of flow rate it is required to purchase under this Agreement which is one hundred thousand (100,000) gallons per day average on a monthly basis.

For purposes of this Amended Agreement, the water rates charged by City to CWD in effect as of the Effective Date of this Amended Agreement shall continue until increased as provided for herein.

3. The City represents that it possesses full authority to enter into this Amended Agreement as permitted by lawful Resolution of its City Council. CWD possesses full authority to enter into this Amended Agreement by lawful Resolution of CWD's Board of Commissioners. (See attached Exhibits "A" and "B").

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

CITY OF WILLIAMSTOWN

BY: 

TITLE: Mayor

COMMONWEALTH OF KENTUCKY
COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the City of Williamstown by and through Bick Skinner, its Mayor this 17th day of September, 2019.

Sandra McCreacher
Notary Public
My Commission Expires: 01/05/21
Notary ID No.: 569683

CORINTH WATER DISTRICT

BY: [Signature]
CHAIRMAN

COMMONWEALTH OF KENTUCKY
COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the Corinth Water District, by and through DAN FIELD, its Chairman, this 05 day of ~~September, 2019.~~

February, 2020.

William A. Hill
Notary Public
My Commission Expires: 06/16/2021
Notary ID No.: 581394

**CORINTH WATER DISTRICT
215 THOMAS LANE
859-824-7110 FAX 859-824-5922
E-MAIL-whillcwd@wkybb.net
CORINTH KY 41010**

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

**February 06, 2020
RE: Resolution for PWA**

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

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

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

**RESOLUTION
CORINTH WATER DISTRICT**

A meeting of the Corinth Water District ("District") Board of Commissioners was called to order on FEBRUARY, 05, 2020. The purpose of this meeting, in part, was to discuss the City of Williamstown, Kentucky's ("Williamstown's") proposal to increase its wholesale water rates to the District. After discussion, upon Motion of Cherish Kennedy and second by Dan Field, it was unanimously,

"RESOLVED as follows:

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

PERIOD	PERCENT INCREASE	WHOLESALE RATE PER THOUSAND GALLONS
1 st 12 months	3%	\$3.29
2 nd 12 months	3%	\$3.39
3 rd 12 months	3%	\$3.49
4 th 12 months	3%	\$3.49
5 th 12 months	3%	\$3.49
6 th 12 months	3%	\$3.49

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

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

CORINTH WATER DISTRICT

ATTEST:

W. H. Kincaid
SECRETARY

BY: Dan Field
DAN FIELD, CHAIRMAN

AMENDED WATER SUPPLY AGREEMENT

This Amended Water Supply Agreement ("Amended Agreement") dated as of the 5TH day of FEBRUARY, 2020 is made and entered into by and between the City of Williamstown, 400 North Main Street, P.O. Box 147, Williamstown, Kentucky 41097 (hereinafter "City") and the Corinth Water District, 215 Thomas Lane, P.O. Box 218, Corinth, Kentucky 41010 (hereinafter "CWD"). City and CWD will be collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the City and CWD entered into a certain Water Supply Agreement effective November 3, 1997, as amended, ("Agreement") and,

WHEREAS, the City and CWD have entered into this Amended Water Supply Agreement to provide for wholesale water rates as set forth herein; and

WHEREAS, the Parties execute this Amended Agreement to clarify the terms and conditions relating to future rate increases; and

WHEREAS, the City and CWD have executed this Amended Agreement for the Public Service Commission ("PSC") to review on wholesale water rate increases over the time period set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and other good and valuable consideration, the City and CWD agree as follows:

1. The Parties incorporate herein by reference each and every term, condition and covenant set forth in the Parties' original Agreement dated effective November 3, 1997 and amendments, copies of which are incorporated herein by reference. The Parties agree that all of the terms, conditions and covenants contained in the Agreement shall remain in full force and effect unless specifically altered by the provisions of this Amended Agreement. In the event that there is any conflict in any term, condition or covenant between the Agreement and this Amended Agreement, the terms, conditions and covenants set forth herein shall control.
2. The Parties hereby amend **ARTICLE IV – WATER RATES** to read as follows:

**ARTICLE IV
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A. CWD shall pay City for all wholesale water purchases at the following rates:

<u>Period</u>	<u>Rate</u>
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Year 3	\$3.49 per thousand gallons
Year 4	\$3.49 per thousand gallons
Year 5	\$3.49 per thousand gallons
Year 6	\$3.49 per thousand gallons

Year No. 1 rates will become effective on that date which the PSC approves this Agreement. City and CWD agree to reasonably cooperate in order to obtain PSC approval as soon as practical. The Parties agree and acknowledge that CWD has entered in to this Agreement for the purpose of increasing wholesale water rates based upon the City's commitment not to raise wholesale water rates in Years No. 4, 5, and 6. Accordingly, the Parties agree that wholesale water rates charged to CWD during Years No. 4, 5, and 6 shall not be increased under any circumstance. That rate shall continue until modified consistent with the terms and conditions set forth herein. Thereafter, the City shall not, under any circumstance, increase water rates greater than three percent (3%) in any calendar year. For purposes of this Amended Agreement, the water rates charged by the City to CWD in effect as of the Effective Date of this Amended Agreement shall continue until increased as provided for herein and as set forth in the original Agreements between the parties.

- B. CWD shall pay to City for the actual quantity of water purchased from City unless CWD's actual consumption for any month does not exceed one hundred thousand (100,000) gallons per day averaged on a monthly basis, in which case CWD shall pay to City for the minimum volume of flow rate it is required to purchase under this Agreement which is one hundred thousand (100,000) gallons per day average on a monthly basis.

For purposes of this Amended Agreement, the water rates charged by City to CWD in effect as of the Effective Date of this Amended Agreement shall continue until increased as provided for herein.

- 3. The City represents that it possesses full authority to enter into this Amended Agreement as permitted by lawful Resolution of its City Council. CWD possesses full authority to enter into this Amended Agreement by lawful Resolution of CWD's Board of Commissioners. (See attached Exhibits "A" and "B").

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

CITY OF WILLIAMSTOWN

BY: 

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 5TH day of February, 2020.

Raura L. McClurken
Notary Public
My Commission Expires: 01/05/21
Notary ID No.: 569683

CORINTH WATER DISTRICT

BY: - Dan Field - Chairman
DAN FIELD, CHAIRMAN

COMMONWEALTH OF KENTUCKY
COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the Corinth Water District, by and through Dan Field, its Chairman, this 5TH day of February, 2020.

William H. Hill
Notary Public
My Commission Expires: 06/16/2021
Notary ID No.: 581394

RECEIVED

COMMONWEALTH OF KENTUCKY

MAR 13 2020

BEFORE THE PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF CORINTH WATER DISTRICT : CASE NO. _____
FOR APPROVAL OF A WATER SUPPLY :
AGREEMENT WITH THE CITY OF :
WILLIAMSTOWN, KENTUCKY AND FOR :
APPROVAL OF WHOLESALE WATER RATES :

APPLICATION

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

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

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

4. Williamstown is a City of the Home Rule Class whose principal address is 400 North Main Street, P.O. Box 147, Williamstown, Kentucky 41097.

5. The District is a county Water District whose primary area of operation is Grant County, Kentucky. The District also serves customers in Pendleton County with both residential and commercial customers. It purchases all of its wholesale water from the City of Williamstown, Kentucky.

6. By original Water Purchase Agreement dated November 3, 1997, the District and Williamstown entered into a contractual obligation whereby the District would purchase certain amounts of treated water from Williamstown.

7. Since 1997, the District has continually purchased water from Williamstown in order to allow the District to adequately serve its customers.

8. On August 13, 2013, the District and Williamstown amended their Water Supply Agreement to provide, inter alia, for various wholesale rate increases. Pursuant to that Amended Water Supply Agreement and effective January 1, 2015, the District paid to Williamstown \$3.10 per thousand gallons of water purchased. In October, 2017, the District's wholesale water rate increased to \$3.19 per thousand gallons. The current wholesale water rate which the District pays to Williamstown is \$3.19 per thousand gallons.

9. The District is currently purchasing between 5,500,000 and 6,000,000 gallons of water per month from Williamstown. This amount of water represents the entirety of the District's monthly sales to all District customers. It is anticipated that the District will increase the quantities of water purchased from Williamstown in the foreseeable future as a result of anticipated growth and development in the area now being primarily served with water

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

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

Williamstown's new water treatment plant is able to produce adequate quantities of water to the District. Williamstown's new water treatment plant is able to produce water which meets all current and foreseeable federal, state, and local water quality standards.

11. The District and Williamstown have recently negotiated an Amended Water Supply Agreement in order to ensure the District will have a reliable and adequate source of water supply from Williamstown for the foreseeable future. A copy of that negotiated Water Supply Agreement is attached as Exhibit "1".

12. By Resolution of Williamstown's City Council, the Water Supply Agreement was approved. A copy of the Resolution is attached as Exhibit "A".

13. By action of the District's Board of Commissioners at its February 5th, 2020 regular meeting, the Water Supply Agreement was approved for submittal to the Commission for review and approval. A copy of the District's Resolution adopting the Amended Water Supply Agreement and adoption of the revised wholesale water rates through 2025 is attached hereto as Exhibit "B".

14. The agreed upon Water Supply Agreement provides, inter alia, for fixed water rates through the year ²⁰²⁵2015. The agreed upon water rates are considered to be fair and reasonable by both the District and Williamstown.

15. The District hereby submits the agreed upon Water Supply Agreement to the Commission for its review and approval.

WHEREFORE, the District prays as follows:


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

CORINTH WATER DISTRICT

BY: 
DAN FIELD, CHAIRMAN

COMMONWEALTH OF KENTUCKY
COUNTY OF GRANT

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


NOTARY PUBLIC
My Commission Expires: 06/16/2021
Notary ID #: 581394