

*Muhlenberg County Water District*

P. O. BOX 348  
GREENVILLE, KENTUCKY 42345

RECEIVED

APR 10 2019

PUBLIC SERVICE  
COMMISSION

April 3, 2019

Kentucky Public Service Commission  
P. O. Box 615  
Frankfort, Kentucky 40602-0615

RE: FILING COPY OF AMENDED WATER PURCHASE  
AGREEMENT WITH THE DISTRICT AND TODD  
COUNTY WATER

Dear Secretary of Public Service:

Find enclosed herewith an Amended Water Purchase Agreement between Muhlenberg County Water District #1 and Todd County Water District dated February 1, 2010. It deals with providing wholesale water service to each on an emergency, as-needed basis. We have also enclosed documentation of a rate adjustment approved by PSC for Todd County Water District dated February 2, 2010.

Please cause this to be appropriately filed.

MUHLENBERG COUNTY WATER DISTRICT



BY: BRENT YONTS  
Attorney for Muhlenberg County Water District  
P.O. Box 370  
Greenville, Ky 42345  
(270)338-0816 Phone

## AMENDED AGREEMENT

This Agreement, made and entered into this 15<sup>th</sup> day of February, by 2010  
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 5<sup>th</sup>, 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.

5.42

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 10<sup>th</sup> 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 1<sup>st</sup> day of February, 2010.

**TODD COUNTY WATER DISTRICT**

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

ATTEST:

*Lois Brown*  
Lois Brown, Secretary

**MUHLENBERG COUNTY WATER DISTRICT**

BY: *Billy [Signature]*  
Chairman

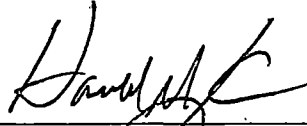
ATTEST:

*Honda Heard*  
Secretary

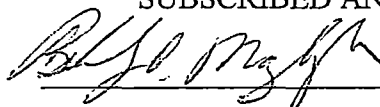
COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF TODD )

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

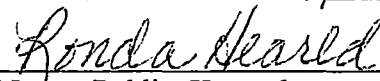
My Commission Expires: 8/23/10


  
\_\_\_\_\_  
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 14<sup>th</sup> day of January, 2010.

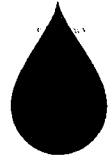
My Commission Expires: March 12, 2011

  
\_\_\_\_\_  
Notary Public, Kentucky  
State at Large

Prepared by:  
  
\_\_\_\_\_  
Mark D. 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

# Todd County Water District

Post Office Box 520  
617 West Main Street  
Elkton, Kentucky 42220



Telephone (270)265-2229  
Fax (270)265-2035

email: toddcountywaterdist1@mchsi.com  
The Todd County Water District is an equal opportunity provider and employer.

February 2, 2010

Muhlenburg County Water District  
301 Dean Road  
Greenville, KY 42345

RE: Todd County Water District Rate Increase

The Todd County Water District has been given approval for a pass thru rate increase to all our customers beginning with services rendered March 1, 2010. This increase will change your wholesale rate from \$ 4.85 per 1000 gallons to \$ 5.42 per 1000 gallons. The rate change is due to an increase from the Logan Todd Regional Water, our water supplier.

Attached is a copy of the order from the Public Service Commission approving this rate adjustment.

Todd County Water District

A handwritten signature in black ink, appearing to read 'Kathy Conyea', written over the typed name.

Kathy Conyea  
Office Manager

kc



Steven L. Beshear  
Governor

Leonard K. Peters  
Secretary  
Energy and Environment Cabinet

Commonwealth of Kentucky  
**Public Service Commission**  
211 Sower Blvd.  
P.O. Box 615  
Frankfort, Kentucky 40602-0615  
Telephone: (502) 564-3940  
Fax: (502) 564-3460  
psc.ky.gov

David L. Armstrong  
Chairman

James Gardner  
Vice Chairman

Charles R. Borders  
Commissioner

January 28, 2010

Dr. George D. Brown  
Chairman  
Todd County Water District  
P. O. Box 520  
617 West Main Street  
Elkton, KY 42220

CERTIFICATE OF SERVICE

RE: Case No. 2009-00533  
Todd County Water District

I, Jeff Derouen, Executive Director of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the addressee by U.S. Mail on January 28, 2010.

A handwritten signature in black ink, appearing to read "J. Derouen".

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Executive Director

JD/tw  
Enclosure

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PURCHASED WATER ADJUSTMENT	)	
FILING OF TODD COUNTY WATER	)	CASE NO. 2009-00533
DISTRICT	)	

O R D E R

On January 11, 2010, Todd County Water District ("Todd County") applied for approval to adjust its rates pursuant to the purchased water adjustment procedure.<sup>1</sup>

The Commission, having reviewed the record and being sufficiently advised, finds that:

1. Todd County purchases water from the Logan Todd Regional Water Commission ("Logan Todd").
2. Logan Todd notified Todd County that, effective March 1, 2010, Logan Todd's wholesale water rate to Todd County would increase from \$3.31 per 1,000 gallons to \$3.75 per 1,000 gallons. Todd County proposes to increase the water rates to its customers effective March 1, 2010.
3. During the 12 months ending October 31, 2009, Todd County purchased a total of 205,883,000 gallons of water and sold 157,887,235 gallons. The increase in the cost of purchased water is \$90,588.52, resulting in a purchased water adjustment of \$0.57 per 1,000 gallons.
4. The rates proposed by Todd County should be approved.

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<sup>1</sup> KRS 278.015; 807 KAR 5:068.

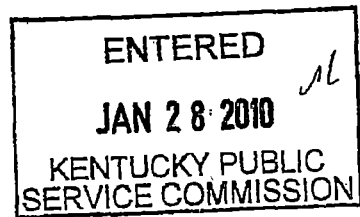


5. The purchased water adjustment of \$0.57 per 1,000 gallons is fair, just, and reasonable and should be approved.

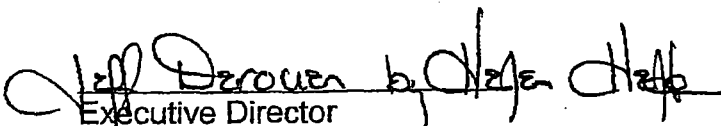
IT IS THEREFORE ORDERED that:

1. The proposed rates by Todd County are approved.
2. The purchased water adjustment of \$0.57 per 1,000 gallons, as calculated in Appendix A, is approved.
3. The rates in Appendix B are fair, just, and reasonable and are approved for services on or after March 1, 2010.
4. The tariff sheets filed by Todd County are approved as filed.

By the Commission



ATTEST:

  
Executive Director

APPENDIX A

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2009-00533 DATED **JAN 28 2010**

	New Rate	Base Rate	
Todd County Water District			
Purchases in gallons	205,883,000	205,883,000	
Volumetric rate	<u>\$3.75/1,000</u>	<u>\$3.31/1,000</u>	
	\$772,061.25	\$681,472.73	
		Increased water cost	\$90,588.52
Increased water cost		\$ 90,588.52	
Divided by gallons sold		<u>157,887,235</u>	
Purchased water adjustment factor		\$0.57 per 1,000 gallons	

## APPENDIX B

### APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE COMMISSION IN CASE NO. 2009-00533 DATED **JAN 28 2010**

The following rates and charges are prescribed for the customers in the area served by Todd County Water District. All other rates and charges not specifically mentioned herein shall remain the same as those in effect under authority of the Commission prior to the effective date of this Order.

#### Monthly Water Rates

First 2,000 Gallons	\$20.77 Minimum Bill
Next 8,000 Gallons	10.85 Per 1,000 Gallons
<u>Next 10,000 Gallons</u>	<u>9.73 Per 1,000 Gallons</u>
Next 20,000 Gallons	8.60 Per 1,000 Gallons
Over 40,000 Gallons	7.23 Per 1,000 Gallons