

Ledbetter Water District

Po Box 123 1483 US 60 w  
Ledbetter Ky 42058  
270-898-3236

September 23, 2019

RECEIVED

SEP 24 2019

PUBLIC SERVICE  
COMMISSION

Ms. Gwen R. Pinson  
Executive Director  
Public Service Commission  
PO Box 615  
Frankfort, KY 40602

RE: Case No. 2018-00117  
Ledbetter Water District  
Sewer Rate Adjustments

Dear Ms. Pinson:

In the referenced case the Commission approved an overall increase in sewer system revenue of 57.63 percent with the total increase to be attained in two phases. The first phase which provided about 65 percent of the overall increase was implemented in October 2018. The second phase is scheduled to be implemented in October 2019.

To lessen the impact of higher sewer bills on the District's customers by delaying another rate increase, the Livingston County Fiscal Court has offered to make the debt service payments on the District's KACo Lease through June 2020. The enclosed Agreement with Fiscal Court confirms this offer. This assistance will only be provided if the Phase 2 rate increase is postponed until July 2020. We have examined our current operations and find that the District's sewer system will be in acceptable financial condition without the Phase 2 increase, if the Fiscal Court provides this assistance.

Therefore, we are seeking permission to postpone the Phase 2 sewer rate increase until July 2020. At that time the Fiscal Court's assistance will have ended and the District will need the additional revenue.

If we can provide any other information regarding this request, please contact our office.

Sincerely,

Alan Fox, Manager



**AGREEMENT BETWEEN  
LIVINGSTON COUNTY FISCAL COURT  
AND LEDBETTER WATER & SEWER DISTRICT  
FOR THE APPROPRIATION OF COUNTY FUNDS**

THIS AGREEMENT is made by and between LIVINGSTON COUNTY FISCAL COURT (“the Fiscal Court”) and LEDBETTER WATER & SEWER DISTRICT (“the District”).

WHEREAS, the District has limited financial resources;

WHEREAS, the Fiscal Court desires to maintain the health and welfare of its residents and preserve the financial sustainability of the District; and

WHEREAS, the Fiscal Court and the District desire to memorialize the nature of their agreement regarding the appropriation of county funds for the aforementioned purpose,

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose of Agreement: The purpose of this Agreement is to memorialize the nature of the parties’ agreement regarding the appropriation of county funds for the following:

**payment(s) to be applied to the District’s**

**Kentucky Association of Counties (“KACo”) loan**

**not to exceed SEVENTY-THREE THOUSAND**

**TWO HUNDRED FORTY-SIX**

**and 91/100 U.S. DOLLARS (\$73,246.91).**

2. Grant of Authority: KRS 67.080 and 67.083. The Fiscal Court voted on September 6, 2019 to approve the appropriations herein described. Upon approval of the minutes from the Fiscal Court’s September 6, 2019 meeting, a copy shall be attached hereto, labeled Exhibit A, and incorporated by reference.

3. Appropriation of County Funds: The Fiscal Court will provide funding not to exceed SEVENTY-THREE THOUSAND TWO HUNDRED FORTY-SIX and 91/100 U.S. DOLLARS (\$73,246.91) to be used for payment toward the District's the KACo loan.

All funds appropriated pursuant to this Agreement shall be used as stated herein and for no other purpose.

4. Method of Expenditure: The Fiscal Court shall remit payment pursuant to this Agreement directly to the District's lender.

5. Duration and Termination: This Agreement shall be completed by the last day of the Fiscal Court's 2019-2020 fiscal year unless an extension is specifically authorized by the Fiscal Court. This Agreement may be terminated by the Fiscal Court upon thirty (30) days written notice to the District.

6. Entire Agreement: This Agreement contains the entire agreement between the parties. No authority or responsibility is created except as set out in this Agreement. Neither party relies on any representation, promise, or covenant not specifically contained in this Agreement.

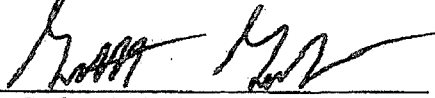
7. Severability: No provision of this Agreement is dependent upon any other provision for its effectiveness. In the event any provision is determined to be illegal or otherwise unenforceable, such determination shall have no effect on the remaining sections.

8. Captions and Headings: Captions and headings in this Agreement have been inserted for the convenience of reference only and in no way shall affect the interpretation of any of the terms or provisions of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

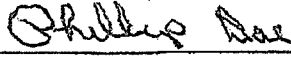
WITNESS OUR HANDS this 17<sup>th</sup> day of September, 2019.

LIVINGSTON COUNTY FISCAL  
COURT,  
by and through its authorized  
judge/executive:



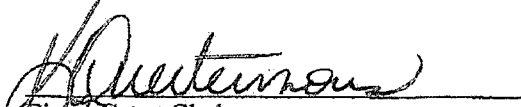
Garrett Gruber, Judge/Executive

LEDBETTER WATER & SEWER  
DISTRICT,  
by and through its authorized board  
chairman:



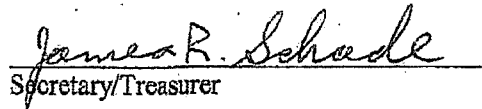
Phillip Dae, Board Chairman

Attest:



Fiscal Court Clerk

Attest:



Secretary/Treasurer