

BRUCE E. SMITH LAW OFFICES, PLLC  
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RECEIVED  
APR 30 2015  
PUBLIC SERVICE  
COMMISSION

BRUCE E. SMITH  
[bruce@smithlawoffice.net](mailto:bruce@smithlawoffice.net)

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April 27, 2015

Ann L. Ramser, Esq.  
Kentucky Public Service Commission  
P.O. Box 615  
Frankfort, Kentucky 40602

Re: Case No. 2014-00377  
Jessamine-South Elkhorn Water District

Dear Ms. Ramser:

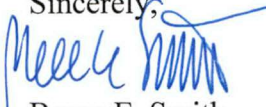
Rather than combine these further submissions with the letter in response to Staff's questions at the Informal Conference, I decided to submit by separate correspondence.

I have enclosed new justification sheets which address the changed hourly rate of the JSEWD employee involved in the numerous tasks represented by these nonrecurring charges.

I have also enclosed new tariff sheets which not only reflect the adjustments caused by the changed hourly rate, but the new rates from LFUCG pursuant to its notice, also enclosed.

Finally, I have enclosed the JSEWD contracts with the City of Nicholasville ("City") and Jessamine County Water District No. 1 ("No. 1"). The City contract, in particular, needs further explanation due to its reference to procedures and charges the City follows with No. 1. The procedure and the charge levied are simply that we contact the City about a delinquency and the City charges JSEWD \$25.00 for its employee to terminate and later reconnect the water service.

The contract with No. 1 will also raise a question which cannot be explained by a reading of its terms. Although the contract provides that No. 1's employee has to make the termination (which would be the basis for a charge to JSEWD) the contract does not presently specify a charge on the schedule attached to it. The reason that there is no fee listed is both JSEWD and No. 1 employ Glenn T. Smith as their water superintendent. Due to this dual employment, Mr. Smith can make the termination and also meet the requirement that a JSEWD employee must accompany the No. 1 employee to perform the task. As long as Mr. Smith continues to work for both water districts, No. 1 does not charge JSEWD for Mr. Smith's work. However, JSEWD does incur expense for this task through the salary paid Mr. Smith since this termination is performed on JSEWD time.

Sincerely,  
  
Bruce E. Smith

**NONRECURRING CHARGE COST JUSTIFICATION**

Type of Charge: Returned Check Service Charge

1. Field Expense:

A. Materials (Itemize)

_____	\$ _____
_____	_____
_____	_____

B. Labor (Time and Wage)

\_\_\_\_\_

**Total Field Expense** \$ \_\_\_\_\_

2. Clerical and Office Expense

A. Supplies \$ \_\_\_\_\_

B. Labor (1/4 hr. @ 28.59 per hour) 7.15

**Total Clerical and Office Expense** \$ 7.15

3. Miscellaneous Expense

A. Transportation \$ \_\_\_\_\_

B. Other (Itemize)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total Miscellaneous Expense** \$ \_\_\_\_\_

**Total Nonrecurring Charge Expense** \$ 7.00

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

**NONRECURRING CHARGE COST JUSTIFICATION**

Type of Charge: Service Reconnection Charge

1. Field Expense:

A. Materials (Itemize)

_____	\$ _____
_____	_____
_____	_____

B. Labor (Time and Wage) 1 hr. X 52.04 52.04

**Total Field Expense** \$ 52.04 \*

2. Clerical and Office Expense

A. Supplies \$ \_\_\_\_\_

B. Labor 1/3 hr. @ \$28.59 per hour 9.53

**Total Clerical and Office Expense** \$ 9.53

3. Miscellaneous Expense

A. Transportation \$ \_\_\_\_\_

B. Other (Itemize)

City of Nicholasville 25.00

\_\_\_\_\_

\_\_\_\_\_

**Total Miscellaneous Expense** \$ 25.00

**Total Nonrecurring Charge Expense** \$ 34.00

**\* Non-Nicholasville water customers only Total** \$ 61.00

**NONRECURRING CHARGE COST JUSTIFICATION**

Type of Charge: Service Line Inspection Charge

1. Field Expense:

A. Materials (Itemize)

_____	\$ _____
_____	_____
_____	_____

B. Labor (Time and Wage)

<u>1.33 hr. @ \$36.55 per hr.</u>	<u>48.61</u>
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<b>Total Field Expense</b>	<b>\$ <u>48.61</u></b>
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2. Clerical and Office Expense

A. Supplies

\$ \_\_\_\_\_

B. Labor 1/4 hr. @ \$28.59 per hour

7.15

<b>Total Clerical and Office Expense</b>	<b>\$ <u>7.15</u></b>
--	-----------------------

3. Miscellaneous Expense

A. Transportation

\$ \_\_\_\_\_

B. Other (Itemize)

<u>Truck &amp; Fuel Expenses</u>	<u>11.45</u>
<u>(20.26 miles round trip x 56.5 cents</u>	_____
_____	_____

<b>Total Miscellaneous Expense</b>	<b>\$ <u>11.45</u></b>
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<b>Total Nonrecurring Charge Expense</b>	<b>\$ <u>67.00</u></b>
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JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

**NONRECURRING CHARGE COST JUSTIFICATION**

Type of Charge: Grease Trap Inspection Charge

1. Field Expense:

A. Materials (Itemize)

_____	\$ _____
_____	_____
_____	_____

B. Labor (Time and Wage)

<u>1.5 hr. @ \$36.55 per hr.</u>	<u>54.83</u>
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<b>Total Field Expense</b>	<b>\$ <u>54.83</u></b>
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2. Clerical and Office Expense

A. Supplies	\$ _____
-------------	----------

B. Labor 1/4 hr. @ \$28.59 per hour	<u>7.15</u>
-------------------------------------	-------------

<b>Total Clerical and Office Expense</b>	<b>\$ <u>7.15</u></b>
--	-----------------------

3. Miscellaneous Expense

A. Transportation	\$ _____
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B. Other (Itemize)

<u>Truck and Fuel expense</u>	<u>_____</u>
<u>(19.54 miles @ 56.5 cents)</u>	<u>11.04</u>
_____	_____

<b>Total Miscellaneous Expense</b>	<b>\$ <u>11.04</u></b>
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<b>Total Nonrecurring Charge Expense</b>	<b>\$ <u>73.00</u></b>
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**NONRECURRING CHARGE COST JUSTIFICATION**

Type of Charge: TAP- ON FEES

1. Field Expense: **See long and short service quotes attached**

A.	Materials (Itemize)	\$ _____
	_____	
	_____	
B.	Labor (Time and Wage)	\$ _____
	_____	
C.	Equipment	\$ _____
	_____	
D.	Miscellaneous (cleanup, etc.)	\$ _____
	_____	

**Total Field Expense (Avg. of long & short) \$2,546.72\*\*\*\*\***  
 (Used least expensive of the quotes)

2. Clerical and Office Expense

A.	Supplies	\$ _____
B.	Labor: 1 hr. @ \$28.59 per hr.	\$ <u>28.59</u>
	<b>Total Clerical and Office Expense</b>	<b>\$ <u>28.59</u></b>

3. Miscellaneous Expense

A.	Transportation ( <b>Supervisor Labor, Truck and Fuel – 1 hr. @ \$36.55 and 20.26 miles @ 56.5 cents</b> )	\$ <u>48.00</u>
B.	Other (Itemize)	
	<b>Total Miscellaneous Expense</b>	<b>\$ <u>48.00</u></b>

**\*\*\*\*\*If the District does not perform the installation, then this fee is not charged, only the Clerical and Miscellaneous.**

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

**Lexington Fayette Urban County Government Charges payable to LFUCG By Jessamine South Elkhorn Water District**

**Single family residences, townhomes and duplexes (per unit)**

1/4 acre or less	\$1,011.90
From 1/4 to 1/2 acre	\$1,879.05
From 1/2 to 3/4 acre	\$2,748.61
From 3/4 to 1 acre	\$3,760.50
Larger than 1 acre	\$4,722.39

**Apartments, condominiums, hospitals and nursing homes**

Each efficiency unit	\$405.23
Each 1 bedroom unit	\$751.37
Each 2 bedroom unit	\$982.93
Each 3 or 4 bedroom unit	\$1,215.70
Minimum for each building	\$2,023.76

**Motels**

Each living unit \$751.37

**Trailer parks**

Each trailer or space \$1,011.90

**Service stations (stand alone or quickmart center)** Each station

\$5,784.27

**Restaurants, Business, Professional, Commercial and Industrial Buildings, including such facilities in hospitals or nursing homes**

A fee to be based on per square foot of floor space

\$1.158

Minimum fee for each urban county government connection

\$1,011.90

**Storage areas, warehouses and distribution centers**

Fee based on square feet of floor space

\$0.241 per square foot

Minimum fee for each urban county government connection

\$1,011.90

**Swimming pools**

Fee based on each 100 cubic feet

\$1.737 per 100 cubic feet

**Non-profit school establishments\* (next page)**

\$0.578 per square foot

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

Fee based on square feet of floor space

*\*Evidence of non-profit status must be provided or establishment will be treated as a commercial space.*

**Total Field, Clerical/Office and Miscellaneous Expense: \$ 2,623.00**

**Total Nonrecurring Charge Expense \$ Table amount plus \$2,623.00**





Lexington-Fayette Urban County Government  
DEPARTMENT OF ENVIRONMENTAL QUALITY & PUBLIC WORKS

Jim Gray  
Mayor

David Holmes  
Commissioner

April 14, 2015

Diana Clark, Office Manager  
Jessamine-South Elkhorn Water District  
802 South Main Street  
Nicholasville, KY 40356

RE: Sewer Rate Increase Request  
LFUCG/JSEWD North Jessamine Sewer Service Area

Dear Ms. Clark:

Please find enclosed a copy of the Notice and Tariff sheet for Lexington-Fayette Urban County Government's (LFUCG) requested sanitary sewer rate increase to the monthly sewer user fee applied to Jessamine-South Elkhorn Water District (JSEWD) customers receiving service from LFUCG. In accordance with paragraph 14 of the Master Service Agreement between LFUCG and JSEWD, the requested rates are identical to those applied to LFUCG customers.

If you have any questions, please contact me at (859) 258-3400.

Sincerely,

Charles H. Martin, P.E.  
[chmartin@lexingtonky.gov](mailto:chmartin@lexingtonky.gov)  
Director - Division of Water Quality

**NOTICE**

Lexington Fayette Urban County Government ("LFUCG") is providing notice that it has filed documents with the Public Service Commission to increase the sewage treatment fee and the following sewer tap-on or connection fees it charges Jessamine-South Elkhorn Water District effective for sewage treatment and sewer tap-ons or connections provided on and after July 1, 2015. The proposed rates are as follows:

	<u>Current Rate</u>	<u>New Rate</u>	<u>\$ Change</u>	<u>% Change</u>
Jessamine-South Elkhorn Water District	\$4.85 per 100 cubic feet	\$5.21 per 100 cubic feet	\$0.56 Increase	12% Increase

	<u>Current Rate</u>	<u>New Rate</u>	<u>\$ Change</u>	<u>% Change</u>
Sec. 16-60. Tap-on or connection fees.				

(a) Prior to every future tap-on or connection to any sewer pipe, main lateral, trunk line, interceptor or other installation or facility of the sanitary sewer system, there shall be paid to the director, division of revenue, a fee or charge, hereby established, which shall be solely for the privilege of connecting to the system and which shall be in addition to the requirements, as prescribed in section 16-38, that connections to the system be made at the sole expense of the connecting property owner. Such tap-on, connection or privilege fee is established and fixed as follows:

(1) Single-family residences, town homes and duplexes (per unit) occupying lots:

Of ¼ acre or less	\$903.48	\$1,011.90	\$108.42 Increase	12% Increase
From ¼ acre to ½ acre	\$1,677.72	\$1,879.05	\$201.33 increase	12% increase
From ½ acre to ¾ acre	\$2,454.12	\$2,748.61	\$294.49 increase	12% increase
From ¾ acre to 1 acre	\$3,357.59	\$3,760.50	\$402.91 increase	12% increase
Larger than 1 acre	\$4,261.06	\$4,772.39	\$511.33 increase	12% increase

(2) Apartments, condominiums, hospitals, and nursing homes:

Each efficiency unit	\$361.81	\$405.23	\$43.42 increase	12% increase
Each 1-bedroom unit	\$670.87	\$751.37	\$80.50 increase	12% increase
Each 2-bedroom unit	\$877.62	\$982.93	\$105.31 increase	12% increase
3-or 4-bedroom unit	\$1,085.45	\$1,215.70	\$130.25 increase	12% increase
Minimum for each building	\$1,806.93	\$2,023.76	\$216.83 increase	12% increase

(3) Motels:

Each living unit	\$670.87	\$751.37	\$80.50	12% increase
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(4) Trailer parks:

Each trailer or space	\$903.48	\$1,011.90	\$108.42	12% increase
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(5) Service stations:

Each Station	\$5,164.53	\$5,784.27	\$619.74	12% increase
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(6) Restaurants, business, professional, commercial and industrial buildings, including such facilities in hospitals or nursing homes:

A fee to be per square foot of floor space	\$1.034	\$1.158	\$0.124	12% increase
Minimum fee for each urban county government sewer connection	\$903.48	\$1,011.90	\$108.42	12% increase

	<u>Current Rate</u>	<u>New Rate</u>	<u>\$ Change</u>	<u>% Change</u>
(7) Storage areas, warehouses, and distribution centers:				
A fee to be per square foot of floor space	\$0.215	\$0.241	\$0.026	12% increase
Minimum fee for each urban county government sewer connection	\$903.48	\$1,011.90	\$108.42	12% increase
(8) Swimming pools:				
For the erection of each swimming pool, a fee per 100 cubic feet	\$1.551	\$1.737	\$0.186	12% increase
(9) Non-profit school establishments:				
The fee for each urban county government sewer connection, per square foot of floor space	\$0.516	\$0.578	\$0.062	12% increase

Sewer tap-ons or connections provided before the effective date will be charged at the current rate while sewer tap-ons or connections treated on and after the effective date will be charged at the new rate.

In accordance with Public Service Commission procedures, the effective date of the new rates cannot be prior to the expiration of a 30-day notice given to both the Commission and Jessamine-South Elkhorn Water District

This filing may be examined at the offices of LFUCG located at 125 Lisle Industrial Avenue, Suite 180 in Lexington, Kentucky.

This filing may also be examined at the offices of the Public Service Commission located at 211 Sower Boulevard in Frankfort, Kentucky, Monday – Friday from 8:00 am – 4:30 pm or on the PSC website at <http://psc.ky.gov>.

Comments regarding this filing may be submitted by mail to the Public Service Commission, Post Office Box 615, Frankfort KY 40602; or through its website at <http://psc.ky.gov>.

The new rates are the rates proposed by LFUCG in its filing but the Public Service Commission may order rates that differ from the proposed rates.

Intervention may be requested by submitting a timely written request for intervention by mail to the Public Service Commission, Post Office Box 615, Frankfort, KY 40602. The request for intervention must establish the grounds for the request including the status and interest of the party.

If the Public Service Commission does not receive a written request for intervention within thirty (30) days of the providing of this notice, the Public Service Commission may take final action on the filed application.



FOR Jessamine-South Elkhorn Water District  
Area Served

P.S.C. KY. NO. 1

2<sup>nd</sup> Revised SHEET NO. 1

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

Original SHEET NO. 1

Lexington Fayette Urban County Government  
(Name of Municipal Utility)

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RATES AND CHARGES

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Monthly Sewer User Fee

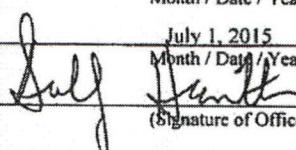
Jessamine-South Elkhorn Water District

\$5.21 per 100 cubic feet

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DATE OF ISSUE April 14, 2015  
Month / Date / Year

DATE EFFECTIVE July 1, 2015  
Month / Date / Year

ISSUED BY   
(Signature of Officer)

TITLE Chief Administrative Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. n/a DATED n/a



FOR Jessamine-South Elkhorn Water District  
Community, Town or City

P.S.C. KY. NO. 1

1<sup>st</sup> revised SHEET NO. 2

Lexington Fayette Urban County Government  
(Name of Utility)

CANCELLING P.S.C. KY. NO. \_\_\_\_\_

Original SHEET NO. 2

**RATES & CHARGES**

Jessamine-South Elkhorn  
Water District Sewer Tap-on  
or Connection Fees

Sec. 16-60. Tap-on or connection fees.

(a) Prior to every future tap-on or connection to any sewer pipe, main lateral, trunk line, interceptor or other installation or facility of the sanitary sewer system, there shall be paid to the director, division of revenue, a fee or charge, hereby established, which shall be solely for the privilege of connecting to the system and which shall be in addition to the requirements, as prescribed in section 16-38, that connections to the system be made at the sole expense of the connecting property owner. Such tap-on, connection or privilege fee is established and fixed as follows:

(1) Single-family residences, town homes and duplexes (per unit) occupying lots:

Of ¼ acre or less	\$1,011.90
From ¼ acre to ½ acre	\$1,879.05
From ½ acre to ¾ acre	\$2,748.61
From ¾ acre to 1 acre	\$3,760.50
Larger than 1 acre	\$4,772.39

(2) Apartments, condominiums, hospitals, and nursing homes:

Each efficiency unit	\$405.23
Each 1-bedroom unit	\$751.37
Each 2-bedroom unit	\$982.93
3-or 4-bedroom unit	\$1,215.70
Minimum for each building	\$2,023.76

DATE OF ISSUE 04/14/2015  
Month / Date / Year

DATE EFFECTIVE 07/01/2015  
Month / Date / Year

ISSUED BY [Signature]  
(Signature of Officer)

TITLE Chief Administrative Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. n/a DATED n/a

FOR Jessamine-South Elkhorn Water District  
Community, Town or City

P.S.C. KY. NO. 1

1<sup>st</sup> revised SHEET NO. 2

CANCELLING P.S.C. KY. NO. \_\_\_\_\_

Original SHEET NO. 2

Lexington Fayette Urban County Government  
(Name of Utility)

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RATES & CHARGES

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Jessamine-South Elkhorn  
Water District Sewer Tap-on  
or Connection Fees (continued)

(3) Motels:

Each living unit \$751.37

(4) Trailer Parks:

Each trailer or space \$1,011.90

(5) Service stations:

Each Station \$5,784.27

(6) Restaurants, business, professional, commercial and industrial buildings, including such facilities in hospitals or nursing homes:

A fee to be per square foot of floor space \$1.158

Minimum fee for each urban county government sewer connection \$1,011.90

(7) Storage areas, warehouses, and distribution centers:

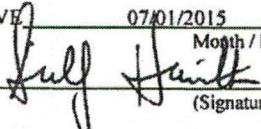
A fee to be per square foot of floor space \$0.241

Minimum fee for each urban county government sewer connection \$1,011.90

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DATE OF ISSUE 04/14/2015  
Month / Date / Year

DATE EFFECTIVE 07/01/2015  
Month / Date / Year

ISSUED BY   
(Signature of Officer)

TITLE Chief Administrative Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. n/a DATED n/a

FOR Jessamine-South Elkhorn Water District  
Community, Town or City

P.S.C. KY. NO. 1

1<sup>st</sup> revised SHEET NO. 2

CANCELLING P.S.C. KY. NO. \_\_\_\_\_

Original SHEET NO. 2

Lexington Fayette Urban County Government  
(Name of Utility)

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RATES & CHARGES

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Jessamine-South Elkhorn  
Water District Sewer Tap-on  
or Connection Fees (continued)

(8) Swimming pools:  
For the erection of each swimming pool, a fee per 100 cubic feet \$1.737

(9) Non-profit school establishments:  
The fee for each urban county government sewer connection, per square  
foot of floor space \$0.578

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DATE OF ISSUE 04/14/2015  
Month / Date / Year

DATE EFFECTIVE 07/01/2015  
Month / Date / Year

ISSUED BY   
(Signature of Officer)

TITLE Chief Administrative Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. n/a DATED n/a



FOR DISTRICT'S SERVICE AREA

PSC KY NO. \_\_\_\_\_ 1 \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_ 2 \_\_\_\_\_

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

CANCELLING PSC KY NO. \_\_\_\_\_ New \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_ New \_\_\_\_\_

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RATES AND CHARGES

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[N] NONRECURRING CHARGES

Miscellaneous

**Returned Check Service Charge.** A charge of \$7.00 will be levied by the District and shall be paid by the customer for any payment made by check or by automatic withdrawal from a bank account where the bank returns the check for any reason or refuses the withdrawal for any reason.

**Service Line Inspection Charge.** A charge of \$67.00 will be levied by the District and shall be paid by the customer for any inspection of a service line requested by the customer or required by the District to maintain or insure proper operation of its system.

**Service Reconnection Charge:** A charge of \$34.00 for Nicholasville water customers and a charge of \$35.00 for non-Nicholasville customers will be levied by the District and shall be paid by the customer for actions taken by the District due to termination of service for any reason. The same charges will be levied and paid for filed collections of bills owed.

**Grease Trap Inspection Charge:** A charge of \$73.00 will be levied by the District and shall be paid by the customer for each grease trap inspection made by the District.

**Unauthorized Use of Service Investigation Charge:** Any individual or entity that is discovered to be using the sanitary sewer facilities of the District without first having received authorization from the District to do so shall pay the actual costs incurred by the District in investigating and terminating such unauthorized use.

**Service Charge for Damage to Facilities:** Any individual or entity that causes damage to the District's facilities shall pay the actual costs incurred by the District to investigate the damage and repair the damaged facilities.

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DATE OF ISSUE: \_\_\_\_\_

DATE EFFECTIVE: \_\_\_\_\_

ISSUED BY \_\_\_\_\_  
SIGNATURE OF OFFICER

TITLE: CHAIRMAN

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_



FOR DISTRICT'S SERVICE AREA

PSC KY NO. \_\_\_\_\_ 1 \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_ 3 \_\_\_\_\_

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

CANCELLING PSC KY NO. \_\_\_\_\_ New \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_ New \_\_\_\_\_

RATES AND CHARGES

NONRECURRING CHARGES

[N]

**Tap-on fees: \$2,623.00 plus table amounts as applicable below -**

**Single family residences, townhomes and duplexes (per unit)**

**Apartments, condominiums, hospitals and nursing homes**

1/4 acre or less	\$1,011.90
From 1/4 to 1/2 acre	\$1,879.05
From 1/2 to 3/4 acre	\$2,748.61
From 3/4 to 1 acre	\$3,760.50
Larger than 1 acre	\$4,722.39

Each efficiency unit	\$405.23
Each 1 bedroom unit	\$751.37
Each 2 bedroom unit	\$982.93
Each 3 or 4 bedroom unit	\$1,215.70
Minimum for each building	\$2,023.76

<b><u>Motels/Hotels</u></b> Each living unit	\$751.37
<b><u>Trailer parks</u></b> Each trailer or space	\$1,011.90
<b><u>Service stations (stand alone or convenience store)</u></b> Each station	\$5,784.27

DATE OF ISSUE: September \_\_, 2014

DATE EFFECTIVE: October \_\_, 2014

ISSUED BY \_\_\_\_\_  
SIGNATURE OF OFFICER

TITLE: CHAIRMAN

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

FOR DISTRICT'S SERVICE AREA

PSC KY NO. \_\_\_\_\_ 1 \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_ 4 \_\_\_\_\_

CANCELLING PSC KY NO. \_\_\_\_\_ New \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_ New \_\_\_\_\_

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

RATES AND CHARGES

**NONRECURRING CHARGES - Tap-on fees (continued)**

[N]

<p><b><u>Restaurants, Business, Professional, Commercial and Industrial Buildings, including such facilities in hospitals or nursing homes</u></b></p> <p>A fee to be based on per square foot of floor space</p> <p>Minimum fee</p>	<p>\$1.158</p> <p>\$1,011.90</p>
<p><b><u>Storage areas, warehouses and distribution centers</u></b></p> <p>Fee based on square feet of floor space</p> <p>Minimum fee</p>	<p>\$0.241 per square foot</p> <p>\$1,011.90</p>
<p><b><u>Swimming pools</u></b></p> <p>Fee based on each 100 cubic feet (L x W x Avg. Depth/100)</p>	<p>\$1.737 per 100 cubic feet</p>
<p><b><u>Non-profit school establishments*</u></b></p> <p>Fee based on square feet of floor space</p> <p><i>*Evidence of non-profit status must be provided or establishment will be treated as a commercial space.</i></p>	<p>\$0.578 per square foot</p>

DATE OF ISSUE: September \_\_, 2014

DATE EFFECTIVE: October \_\_\_\_\_ 2014

ISSUED BY \_\_\_\_\_  
SIGNATURE OF OFFICER

TITLE: CHAIRMAN

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

JESSAMINE-SOUTH ELKHORN  
WATER DISTRICT

August 11, 2010

Nicholasville City Commission  
507 North Main Street  
Nicholasville, Kentucky 40356

Re: Water Service Cutoffs

Dear Mayor and Commissioners:

Pursuant to Tom Calkins suggestion, I am writing to request the City's cooperation in the enforcement of the District's sanitary sewer regulations with regard to the City's water customers as authorized by KRS 96.930 *et seq.* In terms of the details of this collaboration, we suggest that the procedures and charges presently followed between the City and Jessamine County Water District No. 1 be used.

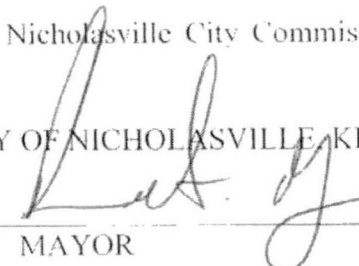
If the foregoing arrangement is acceptable, please pass a resolution authorizing the Mayor to sign the bottom of this letter and return same to us.

Sincerely,



L. Nicholas Strong,  
Chairman

By resolution adopted August \_\_\_\_\_, 2010, the Nicholasville City Commission hereby authorizes the Mayor to execute this document.

CITY OF NICHOLASVILLE, KENTUCKY  
By:  9/17/2010  
MAYOR DATE

Enclosure

g:\JSEWD\Nicholasville ltr 81110



**INTERLOCAL COOPERATION AGREEMENT  
JESSAMINE COUNTY WATER DISTRICT NO. 1, AND  
JESSAMINE - SOUTH ELKHORN WATER DISTRICT**

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter "Agreement") by and between the JESSAMINE SOUTH ELKHORN WATER DISTRICT, a political subdivision of the State of Kentucky (hereinafter "JSEWD"), party of the first part and JESSAMINE WATER DISTRICT NO. 1, a political subdivision of the State of Kentucky (hereinafter "JCWD-1"), party of the second part;

**WITNESSETH**

WHEREAS, the parties are political subdivisions of the State of Kentucky, having been created by the Jessamine County Fiscal Court pursuant to KRS 74.010; and

WHEREAS, KRS 65.240 authorizes joint exercise between public agencies of any powers, privileges or authority exercised or capable of exercise by a public agency; and

WHEREAS, KRS 65.240(2) authorizes any two (2) or more public agencies to enter into agreements with one another for joint or cooperative action pursuant to the provisions of KRS 65.210 to KRS 65.300 (Kentucky "Interlocal Cooperation Action"); and

WHEREAS, JSEWD operates a sewage disposal system pursuant to KRS 74.407; and

WHEREAS, JCWD - 1 operates a water system in Jessamine County Kentucky pursuant to KRS 74.070; and

WHEREAS, JSEWD desires JCWD - 1 to discontinue water service to any of its customers who are delinquent users of sewage disposal service provided by JSEWD; and

WHEREAS, no statutory authority exists for discontinuance of water service by a water district (created under KRS chapter 74) as to delinquent customers of sewage disposal service provided by a separate water district, created under KRS chapter 74; and

WHEREAS, statutory authority exists for discontinuance of water service to delinquent customers of sewage disposal service provided by cities (KRS 96.932 et seq.), metropolitan sewer districts (KRS 76.090), sewer construction districts (KRS 76.368), wastewater collection projects (KRS



76.460) and sanitation districts (KRS 220.510); and

WHEREAS, the attorney general states that a sewer district created pursuant to KRS 67.715(2) has powers similar to sanitation districts under KRS 220, if the orders of the County Judge Executive and fiscal court are carefully worded (See Kentucky OAG 83-391); and

WHEREAS, the interest of the public health, safety and general welfare of citizens has been recognized in the above statutes for the enforcement of collection of lawful rates and charges for the use of sewer facilities by requiring that water service be discontinued until payment is made or some satisfactory arrangement is reached; and

WHEREAS, the parties hereto desire to cooperate and implement a contract to benefit the health, safety and general welfare of citizens;

NOW THEREFORE, the parties mutually agree and bind themselves as follows:

1. Second party agrees to discontinue water service to premises connected to any sewer disposal facilities provided by first party in the event of failure on the part of any sewer user to pay when due the bill for sewer service charges. First party shall give written notice identifying the delinquent sewer user in such manner as reasonable to enable second party to identify the water service connection which is to be cut off pursuant thereto. The written notice shall be signed by an authorized person delegated such responsibility by official action of first party and filed with second party. The notice shall request discontinuance of water service until notified otherwise by first party.
2. Second party shall charge a reasonable fee or charge for disconnecting and reconnecting water service connections as shown by attached schedule, which said fee or charge must be paid before reconnection. Second party will require that an authorized agent of the first party accompany the agent or employee to second party when disconnection is undertaken pursuant to any order to discontinue service by the first party. Second party shall not discontinue water services until the presence of an authorized agent of first party is procured. First party shall be solely liable in all respects for any discontinuance ordered under this contract and shall hold second party harmless and indemnify second party for any loss of any kind (including cost and attorney fees) which result from any discontinuance of service.
3. If second party is directed to discontinue service, after sending an agent to perform such duty, it shall be entitled to receive the proper fee as if the discontinuance had been made.

4. Second party agrees to permit first party and its agents to read water meters of consumers who receive sewer service from first party for the sole purpose of providing information to calculate its sewer bills. Any such information received by first party shall be confidential and the use by first party of such information shall be solely for purpose of billing sewer customers only and may not be released to or used by any one for any purpose except to calculate and bill for sewer service. Any such water usage information permitted by second party is not guaranteed or warranted as to accuracy or in any manner and the use of such information shall be at the sole risk and responsibility of first party.

5. All written notices from first party to second party shall be by personal delivery to the designated agent of second party who is Linda Blakeman, or her duly authorized employees at 2225 Lexington Road, Nicholasville, Kentucky 40356 (during regular business hours) or any such successor designated by second party or at such other address of the office of second party. Second party shall give first party a dated written receipt for the written notice for discontinuance.

6. The duration of this agreement shall be perpetual but either party may terminate this agreement by delivery of written notice 90 days prior to termination. [KRS 65.250(1)(a)].

7. No financing is required except the fees and charges as set forth herein. [KRS 65.250(1)(d)].

8. No separate legal or administrative entity will be created under this interlocal cooperation agreement. [KRS 65.250(1)(6)].

9. This agreement may be terminated by either party with 90 days notice in writing. [KRS 65.250(1)(e)].

10. The joint board responsible for administering the agreement shall be the members of the board of Commissioners of both parties. [KRS 65.250(2)(b)].

11. No real or personal property will be acquired, held or disposed of as a result of this agreement. [KRS 65.250(2)(b)].

12. Both parties shall be subject at all times to the authority and direction of the Kentucky Public Service Commission and all provisions of this contract shall be subject to the rules, orders and regulations by such body.



This Interlocal Cooperation Agreement has been authorized by official action of the (1) Jessamine County Water District No. 1 on April 2, 2009 and (2) Jessamine South Elkhorn Water District on \_\_\_\_\_, 2009.

Dated: April 2, 2009.

JESSAMINE COUNTY WATER DISTRICT NO. 1

By: Carl Waits  
CARL WAITS, CHAIRMAN  
Jessamine County Water District No. 1

JESSAMINE - SOUTH ELKHORN WATER DISTRICT

By: L. Nicholas Strong  
L. NICHOLAS STRONG, CHAIRMAN  
Jessamine - South Elkhorn Water District

STATE OF KENTUCKY  
COUNTY OF JESSAMINE

The above Interlocal Cooperative Agreement was acknowledged before me by Carl Waits as Chairman of Jessamine County Water District No. 1 on behalf of said water district this 2nd day of April, 2009.

Howard Downing  
NOTARY PUBLIC, KENTUCKY STATE AT LARGE  
My Commission Expires: April 1, 2013.

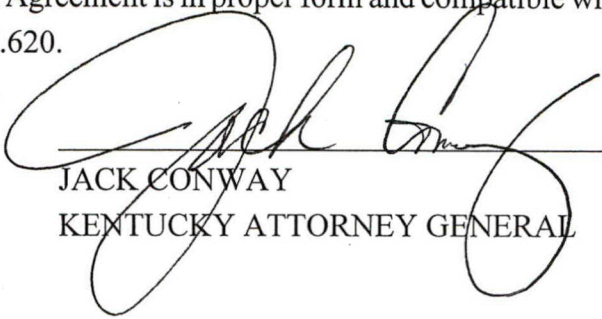
STATE OF KENTUCKY  
COUNTY OF JESSAMINE

The Interlocal Cooperation Agreement was acknowledged before me by L. Nicholas Strong as Chairman of Jessamine - South Elkhorn Water District on behalf of said water district this 6 day of May, 2009.

Michelle Smith  
NOTARY PUBLIC, KENTUCKY STATE AT LARGE  
My Commission Expires: 12-21, 2010.

The above Interlocal Cooperation Agreement is in proper form and compatible with the laws of Kentucky in accordance with KRS 65.620.

Dated: March 9, 2009.



\_\_\_\_\_  
JACK CONWAY  
KENTUCKY ATTORNEY GENERAL

THIS INSTRUMENT PREPARED BY:



\_\_\_\_\_  
HOWARD DOWNING, ATTORNEY  
109 South First Street  
Nicholasville, KY 40356  
(859)885-4619 fax (859)885-1127



**WRITTEN NOTICE FOR  
DISCONTINUANCE OF WATER SERVICE  
TO DELINQUENT SEWER USER**

The undersigned, as an authorized person on behalf of Jessamine - South Elkhorn Water District,

**DOES HEREBY REQUEST DISCONTINUANCE OF WATER SERVICE BY  
JESSAMINE COUNTY WATER DISTRICT NO.1 UNTIL NOTIFIED OTHERWISE BY  
JESSAMINE - SOUTH ELKHORN WATER DISTRICT OF THE FOLLOWING WATER  
SERVICE:**

Name of Water Customer  
who is delinquent sewer user

Address of  
Water Meter

Water Meter Number

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_.

JESSAMINE - SOUTH ELKHORN WATER DISTRICT

BY: \_\_\_\_\_

Authorized Agent Designated  
By Jessamine - South Elkhorn Water District  
and filed with Jessamine County Water District No. 1

**RECEIPT**

The above "Written Notice for Discontinuance of Water Service to Delinquent Sewer User"  
was received by Jessamine County Water District No.1 on \_\_\_\_\_, 20\_\_\_\_.

JESSAMINE COUNTY WATER DISTRICT NO. 1

BY: \_\_\_\_\_

**SCHEDULE OF FEES**  
**FOR DISCONTINUANCE OF**  
**WATER SERVICE TO**  
**DELINQUENT SEWER USER**

_____	\$ _____
_____	\$ _____
_____	\$ _____

**NOTICE OF AGENTS**  
**OF**  
**JESSAMINE - SOUTH ELKHORN WATER DISTRICT**

This is to Notify Jessamine County Water District No. 1 (Jessamine No.1) that the following persons have been duly authorized by Jessamine - South Elkhorn Water District (S. Elkhorn) as its agents to (1) read water meters of customers of Jessamine No. 1 solely for billing sewer customers of S. Elkhorn or to accompany the agents or employees of Jessamine No. 1 when disconnection of water is undertaken for a delinquent sewer user as set forth in the "Interlocal Agreement" between S. Elkhorn and Jessamine No.1:

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>
<u>Tom Smith</u>	<u>1135 Watts Mill Road</u>	<u>229-6656</u>
<u>Ray Rice</u>	<u>107 Carolyn Lane</u>	<u>227-9405</u>
<u> </u>	<u> </u>	<u> </u>

Dated: May 6, 2009

**JESSAMINE - SOUTH ELKHORN WATER DISTRICT**

BY: X C [Signature]