

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PAR-TEE LLC; PLYMOUTH PARTNERS, LP,)	
CONSISTING OF JAMES BERLING, MICHAELS)	
BERLING, ANTHONY C. BERLING, CHRISTOPHER D.)	
BERLING, STEVEN A. BERLING AND GREG MARTINI;)	CASE NO.
MARK SEIBERT; MAVERICKS INCORPORATED;)	2001-00282
CARROLL COUNTY WATER DISTRICT NO. 1; DENNIS)	
CRAWFORD; STEPHEN DOUGLAS TERRY; MONA)	
KINDOLL; BENNIE WILSON; JAMES W. WILLIAMSON;)	
AND JAMES SMITH)	
_____)	
)	
ALLEGED VIOLATION OF KRS 278.020)	

ORDER

Carroll County Water District No. 1 (Carroll District) is a water district organized pursuant to KRS Chapter 74, that owns and operates facilities used in the distribution of water to the public for compensation.

Par-Tee LLC is a Kentucky Limited Liability Company that, prior to October 12, 2000, owned and operated facilities used in the distribution of water to the public for compensation.

On October 12, 2000, Par-Tee transferred its water distribution lines to Carroll District without obtaining the approval of this Commission as required by KRS 278.020(4) and (5).

On September 28, 2001, the Commission entered an Order establishing this case and directing the named parties, all of whom are either owners or the general manager of Par-Tee, or commissioners or the general manager of Carroll District, to show cause why

they should not be subject to the penalties of KRS 278.990 for failing to comply with the provisions of KRS 278.020(4) and (5).

On November 19, 2001, an informal conference was held pursuant to the separate requests of the parties. During the informal conference, Carroll District and Par-Tee admitted the violations and entered into negotiations with Commission Staff to resolve all outstanding issues in this proceeding. Agreement was reached on settlement, which was subsequently reduced to writing and executed for Commission approval. Copies of the agreements are appended hereto.

In reviewing the Settlement Agreements, the Commission has considered, *inter alia*, the circumstances surrounding the alleged violations and the extent to which each party was responsible for the violation.

The Commission finds that the Settlement Agreements are in accordance with the law, do not violate any regulatory principle, result in a reasonable resolution of this case, and are in the public interest.

IT IS THEREFORE ORDERED that:

1. No formal hearing shall be held in this case.
2. The Settlement Agreements, appended hereto, are incorporated into this Order as if fully set forth herein.
3. The terms and conditions set forth in the Settlement Agreements are adopted and approved.
4. Upon the payment of the penalties as set out in the Settlement Agreement, this case shall be removed from the Commission's docket.

Done at Frankfort, Kentucky, this 15th day of February, 2002.

By the Commission

ATTEST:


Executive Director

APPENDIX

APPENDIX TO AN ORDER OF THE
KENTUCKY PUBLIC SERVICE COMMISSION

IN CASE NO. 2001-00282

DATED

February 15, 2002

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

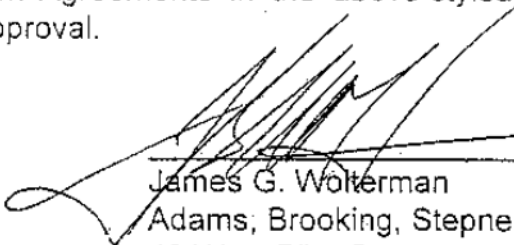
In the Matter of:

PAR-TEE LLC; PLYMOUTH PARTNERS, LP,)
 CONSISTING OF JAMES BERLING, MICHAELS)
 BERLING, ANTHONY C. BERLING, CHRISTOPHER)
 D. BERLING, STEVEN A. BERLING AND GREG)
 MARTINI; MARK SEIBERT; MAVERICKS)
 INCORPORATED; CARROLL COUNTY WATER)
 DISTRICT NO. 1; DENNIS CRAWFORD; STEPHEN)
 DOUGLAS TERRY; MONA KINDOLL; BENNIE)
 WILSON; JAMES W. WILLIAMSON; AND JAMES)
 SMITH)
 _____)
 ALLEGED VIOLATION OF KRS 278.020)

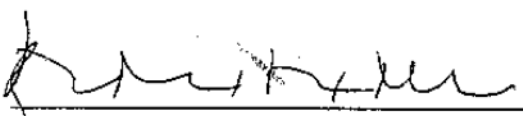
CASE NO.
2001-282

NOTICE OF FILING AND
MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT

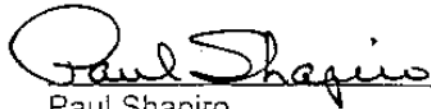
Par-Tee LLC, Carroll County Water District No. 1 and Commission Staff give notice of their filing of their Settlement Agreements in the above-styled proceeding and move the Commission for their approval.



 James G. Wolterman
 Adams, Brooking, Stepner, Wolterman & Dusing
 40 West Pike Street
 Covington, Kentucky 41012
 ATTORNEY FOR PAR-TEE LLC



 Ruth H. Baxter
 Crawford & Baxter, PSC
 523 Highland Avenue
 Carrollton, KY 41008
 ATTORNEY FOR CARROLL COUNTY WATER
 DISTRICT NO. 1

A handwritten signature in black ink that reads "Paul Shapiro". The signature is written in a cursive style with a large, prominent initial "P". A horizontal line is drawn across the signature.

Paul Shapiro

211 Sower Boulevard

P.O. Box 615

Frankfort, Kentucky 40602-0615

ATTORNEY FOR THE PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION



In the Matter of:

PAR-TEE LLC; PLYMOUTH PARTNERS, LP,)
CONSISTING OF JAMES BERLING, MICHAELS)
BERLING, ANTHONY C. BERLING, CHRISTOPHER)
D. BERLING, STEVEN A. BERLING AND GREG)
MARTINI; MARK SEIBERT; MAVERICKS) CASE NO.
INCORPORATED; CARROLL COUNTY WATER) 2001-282
DISTRICT NO. 1; DENNIS CRAWFORD; STEPHEN)
DOUGLAS TERRY; MONA KINDOLL; BENNIE)
WILSON; JAMES W. WILLIAMSON; AND JAMES)
SMITH)
_____)
ALLEGED VIOLATION OF KRS 278.020)

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered this 29th day of November, 2001, by and between the staff of the Public Service Commission of Kentucky ("Commission Staff") and Carroll County Water District No. 1, Dennis Crawford, Stephen Douglas Terry, Mona Kindoll, Bennie Wilson, James W. Williamson and James Smith.

WITNESSETH:

THAT, WHEREAS, Carroll County Water District No. 1 is a water district organized pursuant to KRS Chapter 74 that owns and operates facilities used to distribute water to the public for compensation and, therefore, is a utility subject to the Commission's jurisdiction; and

WHEREAS, James Smith is the general manager of Carroll County Water District No. 1 and employed to conduct its general business affairs; and

WHEREAS, Dennis Crawford, Stephen Douglas Terry, Mona Kindoll, Bennie Wilson, and James W. Williamson are the duly appointed members of the Carroll County Water District No. 1 Board of Commissioners; and

WHEREAS, on October 12, 2000, Carroll County Water District No. 1 acquired from Par-Tee LLC a water distribution system used to distribute water to the public for compensation without first obtaining approval from this Commission as required by KRS 278.020 (4) and (5); and,

WHEREAS, on September 28, 2001, this Commission entered an order establishing this case and directing Carroll County Water District No. 1 to show cause why it should not be subject to the penalties of KRS 278.990(1) relating to this incident; and,

WHEREAS, Carroll County Water District No. 1 and Commission Staff desire to settle the issues raised by this proceeding and have entered into this Settlement Agreement through compromise to settle this proceeding.

NOW, THEREFORE, Carroll County Water District No. 1 and Commission Staff agree that:

1. Within 10 days after the entry of an Order approving this Settlement Agreement, James Smith shall pay to the Commonwealth of Kentucky the sum \$150.00, and Dennis Crawford, Stephen Douglas Terry, Mona Kindoll, Bennie Wilson, and James W. Williamson shall each pay to the Commonwealth of Kentucky the sum \$25.00. This payment shall be in the form of a cashier's or certified checks made payable to Treasurer, Commonwealth of Kentucky, and shall be mailed or delivered to: Office of General Counsel, Public Service Commission of Kentucky, 211 Sower Boulevard, Post Office Box 615, Frankfort, Kentucky 40602.

2. Carroll County Water District No. 1 acknowledges that KRS 278.020 (4) and (5) require that utilities may not acquire ownership or control of their facilities without obtaining prior approval from this Commission.

3. Nothing contained herein shall be construed as an admission of a willful violation of any statute or administrative, nor shall the Public Service Commission's

acceptance of this agreement be construed as a finding of a willful violation of any statute or administrative regulation.

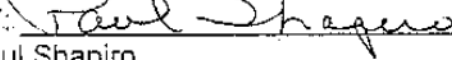
5. This Agreement is subject to the acceptance of and approval by the Public Service Commission.

6. If the Public Service Commission fails to accept and approve this Settlement Agreement in its entirety, this proceeding shall go forward and neither the terms of this Settlement Agreement nor any matters raised during settlement negotiations shall be binding on either signatory or be construed against either Carroll County Water District No. 1 or Commission Staff.

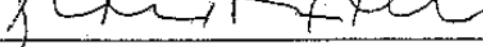
8. Commission Staff shall recommend to the Public Service Commission that this Settlement Agreement be accepted and approved.

IN WITNESS WHEREOF, Carroll County Water District No. 1 and Commission Staff have executed this Settlement Agreement the day and year first above written by and through their duly authorized attorneys.

STAFF OF PUBLIC SERVICE COMMISSION OF ENTUCKY

BY: 
Paul Shapiro
Staff Attorney
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

CARROLL COUNTY WATER DISTRICT NO. 1

BY: 
Ruth H. Baxter, Attorney for Carroll Co. Water District No. 1
Crawford & Baxter, PSC
523 Highland Avenue
Carrollton, KY 41008

COMMONWEALTH OF KENTUCKY
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DISTRICT NO. 1; DENNIS CRAWFORD; STEPHEN)
DOUGLAS TERRY; MONA KINDOLL; BENNIE)
WILSON; JAMES W. WILLIAMSON; AND JAMES)
SMITH)
_____)
ALLEGED VIOLATION OF KRS 278.020)

CASE NO.
2001-282

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered this 29th day of November, 2001, by and between the staff of the Public Service Commission of Kentucky ("Commission Staff") and Plymouth Partners, LP, consisting of James Berling, Michael Berling, Anthony C. Berling, Christopher D. Berling, Steven A. Berling and Greg Martini; Mark Seibert, and Mavericks Incorporated (collectively referred to as "Par-Tee")

WITNESSETH

THAT, WHEREAS, Par-Tee is a limited liability company that owns and operates facilities used in the distribution of water to the public for compensation and, therefore, is a utility subject to the Commission's jurisdiction; and

WHEREAS, on October 12, 2000, Par-Tee transferred its water distribution system to Carroll County Water District No. 1 without first obtaining approval from this Commission as required by KRS 278.020 (4) and (5); and,

WHEREAS, on September 28, 2001, this Commission entered an order establishing this case and directing Par-Tee to show cause why it should not be subject to the penalties of KRS 278.990(1) relating to this incident; and,

WHEREAS, Par-Tee and Commission Staff desire to settle the issues raised by this proceeding and have entered into this Settlement Agreement through compromise to settle this proceeding.

NOW, THEREFORE, Par-Tee and Commission Staff agree that:

1. Within 10 days after the entry of an Order approving this Settlement Agreement, James Berling and Mark Seibert shall each pay to the Commonwealth of Kentucky the sum \$150.00, and Michael Berling, Anthony C. Berling, Christopher D. Berling, Steven A. Berling, Greg Martini, and Mavericks Incorporated shall each pay to the Commonwealth of Kentucky the sum \$25.00. This payment shall be in the form of a cashier's or certified checks made payable to Treasurer, Commonwealth of Kentucky, and shall be mailed or delivered to: Office of General Counsel, Public Service Commission of Kentucky, 211 Sower Boulevard, Post Office Box 615, Frankfort, Kentucky 40602.

2. Par-Tee acknowledges that KRS 278.020 (4) and (5) require that utilities may not transfer ownership or control of their facilities without obtaining prior approval from this Commission.

3. Nothing contained herein shall be construed as an admission of a willful violation of any statute or administrative, nor shall the Public Service Commission's acceptance of this agreement be construed as a finding of a willful violation of any statute or administrative regulation.

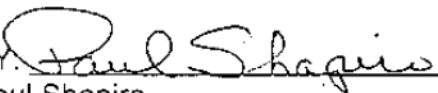
5. This Agreement is subject to the acceptance of and approval by the Public Service Commission.

6. If the Public Service Commission fails to accept and approve this Settlement Agreement in its entirety, this proceeding shall go forward and neither the terms of this Settlement Agreement nor any matters raised during settlement negotiations shall be binding on either signatory or be construed against either Par-Tee or Commission Staff.


8. Commission Staff shall recommend to the Public Service Commission that this Settlement Agreement be accepted and approved.

IN WITNESS WHEREOF, Par-Tee and Commission Staff have executed this Settlement Agreement the day and year first above written by and through their duly authorized attorneys.

STAFF OF PUBLIC SERVICE COMMISSION OF KENTUCKY

BY: 
Paul Shapiro
Staff Attorney
Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602

PAR-TEE LLC

BY: 
James G. Wolterman
Attorney for Par-Tee LLC
Adams, Brooking, Stepner, Wolterman & Dusing
40 West Pike Street
Covington, KY 41012