

MATHIS, RIGGS & PRATHER, P.S.C.
ATTORNEYS AT LAW
500 MAIN STREET, SUITE 5
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.
T. SHERMAN RIGGS
DONALD T. PRATHER
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220
FAX: (502) 633-0667

E-MAIL: mrp@iglou.com

September 13, 2005

RECEIVED

SEP 14 2005

PUBLIC SERVICE
COMMISSION

Beth O'Donnell, Executive Director
Public Service Commission
211 Sower Blvd
P.O. Box 615
Frankfort, KY 40602

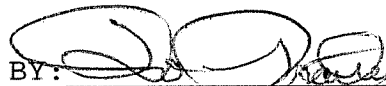
Re: Annette D. Calvert v. U.S. 60 Water District
Case No. 2005-00356

Dear Ms. O'Donnell:

Enclosed please find one original and ten (10) copies, plus an extra first page only, of the Answer of U.S. 60 Water District in regard to the captioned action. Please file the original and ten copies with the Commission and return to me the file-stamped first page copy. For your convenience I have enclosed a self-addressed stamped envelope.

Yours truly,

MATHIS, RIGGS & PRATHER, P.S.C.

BY: 
Donald T. Prather

DTP/pm
Enclosures
Cc: Darrell Dees, Manager
Sandy Broughman, Engineer
Duncan LeCompte, President
Don/sec/stewart/PSC filing

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

In the Matter of:

SEP 14 2005

ANNETTE D. CALVERT
COMPLAINANT

PUBLIC SERVICE
COMMISSION

v.

CASE NO. 2005-00356

U.S. 60 WATER DISTRICT
DEFENDANT

ANSWER

Comes U.S. 60 Water District of Shelby and Franklin Counties, Kentucky (hereinafter the "District"), and for its Answer to the Complaint filed by Annette D. Calvert ("Calvert"), states as follows:

1. The District does not believe the requested easement would be what prevents Calvert from building a structure within the easement area. The District believes Calvert is already precluded from building a structure within 25 feet from the right-of-way line of U.S. Highway 60 by the zoning regulations of Franklin County. The District believes, but has not been able to confirm, that the zoning regulations require a minimum building line setback of 25 feet from the right-of-way of any public road. If so, the requested easement crosses that same property. Although the easement does not allow Calvert to construct any structures within the easement boundaries, Calvert is

already precluded from doing so by the zoning building line setback rule and therefore is not harmed by the easement.

2. Calvert may cultivate, pave, or otherwise use the area within the easement as long as she does not damage the water line. Any trees planted by her within the easement area will be planted at her risk.

3. The District answered every single question posed by Calvert. Further, Calvert was asked if she had any further questions and she said no.

4. The District denies that it or its attorney was "pushy or rude". The District admits that it became increasingly insistent that Calvert comply with the District's rules and regulations. Two letters to Calvert requesting the easement were mailed on February 16, 2005, and on March 31, 2005, copies of which are attached. It was not until six months after the first letter that by letter dated August 25, 2005, a final termination notice was mailed. It is the District's position it has been very patient with Calvert. The District has spent as much time dealing with Calvert as it has all the other customers on this project combined.

5. The District denies that it threatened anything. The District advised Calvert four times of her choice of either following the District's rules and regulations by granting the requested easement, subject to any reasonable requests made by her, or cease receiving public water from the District. Those communications were by letters dated March 10, 2005 and August 25, 2005, and telephone conversations between the undersigned and Calvert on August 8, 2005 and August 23, 2005.

6. Calvert was advised during a telephone conversation with the undersigned that the District would transfer her service to the new line without cost to her if this occurred during construction. She was advised that this would involve her installing at

her expense a service line from her residence to new U.S. Highway 60. Calvert indicated she was not interested in this because of the expense of installing a new service line and the fact that she already receives her water service from an existing District main along Bridgeport Road, where her house is located. The District cannot agree to give her a free water meter at a later date because it is prohibited from discriminating between its customers by KRS 278.170.

7. The District has always indicated it would restore the surface of her property to an even surface with grass seed and straw following construction of the water main.

8. The District will either move or replace any trees removed or destroyed, or pay her the diminution in fair market value of her property, whichever is less, in accordance with Kentucky law.

9. The District cannot by law allow any other utility to use an easement granted by Calvert to the District. Nevertheless, the District is willing to provide in the easement that it cannot be transferred to any other entity, except to any successors of the District, and provide that the easement is for the sole purpose of placing and maintaining water lines.

10. The District denies that it or any of its representatives has ever been evasive with Calvert. The District's representatives have attempted to determine from Calvert exactly what her concerns are and address those concerns. For instance, during an early communication Calvert complained that the cover was broken off an unused water meter on her property and there was no shutoff valve in her active meter pit. Both of these matters were quickly corrected by the District as soon as it became aware of them. The District affirmatively states that it will always be Calvert's right to install a

driveway anywhere along U.S. Highway 60 that is acceptable to the Commonwealth of Kentucky. If the water main must be lowered to accommodate such a driveway, it will generally be at her expense. However, the District specifically told Mrs. Calvert that we would construct the waterline low enough to permit her to construct a driveway without having to lower the waterline if she would merely tell the District where she wanted the entrance. She has failed to provide that information. Additionally, installing a driveway would not change the location of the water main in any event; it would merely require the District to install the water main at a deeper depth in the same location.

11. The chronology of events concerning Calvert is set forth in the attached August 25, 2005 letter from the undersigned to Calvert. Also attached is the proposed easement.

12. Calvert signed on August 13, 1998 the attached existing meter contract for water service with the District wherein she agreed in Paragraph 7 thereof to provide the requested easement. Calvert has violated this agreement by refusing to provide the easement.

13. Paragraph 1 D of the District's Rules and Regulations, which have been approved by the Kentucky Service Commission, state that each customer and his/her spouse shall grant to the District, without cost, any permanent easement reasonably required by the District for the installation of a water line, as long as that water line is adjacent and parallel to the right-of-way of a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60, which is a public roadway. Calvert has violated the District's Rules and Regulations by failing to sign the requested easement.

14. Paragraph II A 1 provides that the District may discontinue service to any customer who continues to violate the District's Rules and Regulations following required notice to the customer. Calvert has refused to provide the easement despite many, many attempts by the District to satisfy her concerns. The District has consistently offered all other customers who initially declined to sign an easement the choice of signing the easement or no longer receiving water service from the District. All other customers offered this choice have signed easements, are in the process of being terminated, are awaiting a site visit from the District, or are in regular communication with the District in a good faith attempt to resolve their concerns.

15. The reason Calvert has previously refused to sign the easement was confusing to the undersigned until recently, because Calvert would never state any specific objections that the District could not accommodate. For instance, she never requested trees be planted to replace the three trees that would be destroyed. Her real reason for refusing to sign the easement finally became evident in her formal Complaint wherein she demands "reasonable reimbursement based upon the appraised property affected by the easement".

16. In accordance with its Rules and Regulations and as long as Calvert continues to receive water service from the District, the District is not required to pay her any compensation other than reimbursement for any trees or other property damaged or destroyed during the construction process and not repaired by the District. The District cannot treat Calvert differently from any of its other customers pursuant to KRS 278.120 and all other customers have either granted the requested easements, are in the process of being disconnected, or have given the District specific concerns (other than a demand to be paid for the easement) which are in the process of being addressed. The

District has never paid for an easement crossing an existing or future customer. If Calvert ceases to become a customer of the District, then the District will have to acquire the easement by purchase or condemnation.

WHEREFORE, the District respectfully requests that the Public Service Commission either support the District in its attempts to uniformly apply the District's Rules and Regulations, or change them. If it enforces them as written and as uniformly applied to all other customers in the past, the Commission must require Calvert to either (1) sign the requested easement, without compensation, subject to written satisfaction of her reasonable concerns, or (2) choose to no longer receive public water service from the District.

Respectfully Submitted,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather
500 Main Street, Suite 5
Shelbyville, Kentucky 40065
Phone (502) 633-5220
Fax (502) 633-0667

CERTIFICATE OF SERVICE

It is hereby certified that a true and accurate copy of the foregoing Answer was this 13 day of September, 2005 mailed to the following:

Annette D. Calvert
575 Old U.S. 60
Frankfort, KY 40601



Donald T. Prather

MATHIS, RIGGS & PRATHER, P.S.C.

ATTORNEYS AT LAW
500 MAIN STREET, SUITE 5
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.
T. SHERMAN RIGGS
DONALD T. PRATHER
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220
FAX: (502) 633-0667

E-MAIL: mrp@iglou.com

February 16, 2005

Annette D. Calvert
575 Old U.S. 60
Frankfort, KY 40601

Re: U.S. 60 Water District

Dear Ms. Calvert:

I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

The larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

Unfortunately, the government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. Enclosed is an easement for you to review. We must obtain an easement across your property before the line can be built. If the easement is acceptable, please sign it in the presence of a notary public and return it either to me or to U.S. 60's office in Bagdad. If the easement is not acceptable, please contact me at your earliest convenience so that we may discuss the matter.

Time being of the essence, please return the signed and notarized easement within two weeks from the date of this letter.

I am sure your neighbors will very much appreciate your kind assistance in this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: Darrell Dees, U.S. 60 Water District
Sandy Broughman, Engineer

P.S.C. Ky. No. 3
First Amended Sheet No. 2

U.S. 60 WATER DISTRICT OF
SHELBY AND FRANKLIN COUNTIES

Cancelling P.S.C. Ky. No. 3
Original Sheet No. 2

RULES AND REGULATIONS

Calculated Deposits

(C)

All customers' deposits shall be based upon actual usage of the customer at the same or similar premises for the most recent 12-month period, if such information is available. If usage information is not available, the deposit will be based on the average bills of similar customers and premises in the system. If there are no similar customers in the system, the deposit will be based on the utility's good faith best estimate of the customer's projected annual bill. The deposit amount shall not exceed 2/12 of the customer's actual or estimated annual bill where bills are rendered monthly.

The District's billing form is attached hereto as Exhibit A.

(C)

D. Nonstandard Service. Any customer shall pay the cost of any special installation necessary to meet his/her peculiar requirements for service other than standard water tap.

E. Water Line Installation. No service will be installed unless there is a main distribution line existing along the road from which service is requested. The District will install at its expense that portion of the service line extending from the main line to and including the curb box or curb stop on the customer's property immediately adjacent to the right of way of the road along which the main line exists.

F. Easements. Each customer, together with his/her spouse and all other real estate title owners, shall grant or convey to the District, without cost, any permanent easements reasonably required by the District for the installation and maintenance of the District's meter and water lines, both existing and future, and for reading that meter at a point on the customer's property to be designated by the District for each meter, with right of ingress and egress for these purposes over the customer's property, provided such meter and lines are located on real estate owned, rented or otherwise controlled by the customer and such lines (except for the line leading to the customer's meter) are adjacent and parallel to the right of way for

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 09 1994

DATE OF ISSUE: October 5, 1994

DATE EFFECTIVE: November 15, 1994

PURSUANT TO 807 KAR 011

ISSUED BY

William Eggen
William Eggen

TITLE: Chairman

2wv60tariff.dep [10/94]

	P.S.C. Ky. No.	<u>3</u>
	Original Sheet No.	<u>3</u>
<u>U.S. 60 WATER DISTRICT OF</u>		
<u>SHELBY AND FRANKLIN COUNTIES</u>		
	Cancelling P.S.C. Ky. No.	<u>2</u>
	Original Sheet No.	<u>3</u>

RULES AND REGULATIONS

public roadway. The failure or refusal to convey such easements shall constitute grounds for discontinuing service.

- G. Customer Certificate. The District may issue to every customer a certificate showing the name of the customer, location of the initial premises occupied, date issued, and amount of fee.

- H. No Cross Connections. Each customer acknowledges the need to avoid contamination of the District's water system by introduction of foreign water, and therefore each customer agrees that the customer's present water supply, if any exists, will be disconnected prior to connecting to the District's water system. The customer will not connect to any other water supply while connected to the District's water system.

- I. Customer's Service Line. The customer will install and maintain at customer's expense a service line which shall begin at the water meter and extend to the dwelling or other point of use on the customer's premises. All service lines shall be installed of material (for example copper, galvanized, or PVC pipe) rated at 200 psi or more. The size of service line beyond the point of delivery should not be less than 3/4"; however, a larger size may be needed to provide adequate service. If the customer's point of use is at a higher elevation than the point of delivery, the customer should consult with a reputable engineering firm to size the service line from the point of delivery. The customer will be responsible for all water loss occurring on the customer's side of the water meter. The customer shall also be responsible for any damage to the District's water lines and meter which occurs while the customer or his contractor are connecting to the meter.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 21 1990

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

BY: *George Osborn*
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE March 21, 1990 DATE EFFECTIVE May 1, 1990

ISSUED BY *Ron Osborn* TITLE: Chairman
Ron Osborn

U.S. 60 WATER DISTRICT OF
SHELBY AND FRANKLIN COUNTIES

P.S.C. Ky. No.	<u>3</u>
Original Sheet No.	<u>4</u>
Cancelling P.S.C. Ky. No.	<u>2</u>
Original Sheet No.	<u>4</u>

RULES AND REGULATIONS

- J. Inspection of Service Line. In the installation of a service line, the customer shall leave the trench open and pipe uncovered until it is inspected by the District and shown to be free from any tee, branch connection, irregularity, or defect.
- K. Customer's Cut-off Valve. The customer shall furnish and maintain a private cut-off valve on the customer's side of the meter.
- L. Separate Meters. A separate meter shall be installed for service to each residential or business unit. The customer will not permit anyone else to connect to the District's water line or meter or the customer's service line without the prior written consent of the District. Water furnished for a given residential or business unit shall be used on that unit only.

II. DISCONTINUANCE OF SERVICE.

- A. Involuntary Termination. The District may in accordance with 807 KAR 5:006 Section 11 refuse to connect or may remove the meter and/or discontinue service for the following reasons:

1. Violation of (1) any of its Rules and Regulations, or (2) any of the provisions of the Schedule of Rates and Charges, or (3) any of the provisions of the Contract for Water Service or other documents signed by the customer, provided the required 10 day written notice has been given.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 21 1990

PURSUANT TO 807 KAR 5:006,
SECTION 11

BY: *[Signature]*
PUBLIC SERVICE

DATE OF ISSUE March 21, 1990 DATE EFFECTIVE May 1, 1990

ISSUED BY

[Signature]
Ron Osborn

TITLE: Chairman

U.S. 60 WATER DISTRICT OF
SHELBY AND FRANKLIN COUNTIES

P.S.C. Ky. No. 3
Original Sheet No. 5
Cancelling P.S.C. Ky. No. 2
Original Sheet No. 5

RULES AND REGULATIONS

2. The District may without notice to the customer discontinue service to the customer when a dangerous condition is found to exist or for fraudulent or illegal use of service, including the theft of water or the appearance of water theft devices on the premises of the customer.
3. For non-payment of bills, provided the required 48 hour written notice is sent and termination is not effected until 20 days have elapsed from the mailing date of the original bill.
4. For refusing or neglecting to allow the District reasonable access to the customer's premises, provided the required 15 day written notice has been given.

- B. Voluntary Termination By Customer. Customers who wish to discontinue service must give at least three (3) days written notice to the District.

PUBLIC SERVICE BILLING AND COLLECTION.

OF KENTUCKY
EFFECTIVE

MAY 21 1990

PURSUANT TO KRS 192.011,
SECTION 1

BY: *[Signature]*
PUBLIC SERVICE

DATE OF ISSUE March 21, 1990 DATE EFFECTIVE May 1, 1990

ISSUED BY

[Signature]
Ron Osborn

TITLE: Chairman

EXISTING METER CONTRACT FOR WATER SERVICE

U.S. 60-Water District

Applicant's Name: Annette D. Calvert
First Middle Initial Last

Mailing Address: 575 Old Louisville Rd Phone 2272458

Service Address: 575 OLD LOUISVILLE RD. FRANKFORT KY

1. Applicant hereby applies for water service from the Company upon the terms and conditions set forth in this contract.

2. Applicant agrees to pay, at the time of signing this contract, a membership fee and deposit in the amount of \$ 35.00, which is refundable upon termination of water service and payment of all accounts owed.

35.00 DEP
25.00 SER. CHG
60.00

3. Applicant agrees to purchase water service under rates, policies, rules and regulations fixed by the Company and approved by the Kentucky Public Service Commission. Copies are available for inspection at the Company's office in Bagdad, Kentucky.

4. Applicant agrees to pay the Company's minimum monthly water bill as soon as water is made available to the meter.

5. Applicant grants Company a perpetual easement over Applicant's land to install, construct, maintain, repair, and remove existing and future water pipelines, appurtenant facilities, and meters, the right to read those meters, and the right of ingress and egress for these purposes over Applicant's property.

6. Applicant will maintain at Applicant's expense a service line which shall begin at the water meter and extend to the dwelling or other point of use on Applicant's premises. Applicant will be responsible for all water loss occurring on Applicant's side of the water meter.

7. Applicant agrees to provide without cost to the Company any properly signed recordable easements required by the Company for the installation and maintenance of the Company's water transmission or distribution lines and appurtenant facilities, existing and future, provided such lines and facilities cross Applicant's real estate and are either adjacent and parallel to the right of way for a public roadway or are adjacent and parallel to Applicant's property boundary.

8. A separate meter shall be installed for service to each residential or business unit. Applicant will not permit anyone else to connect to the Company's water line and meter or Applicant's service line without the prior written consent of the Company.

9. Applicant acknowledges the need to avoid contamination of the Company's water system by introduction of foreign water. Applicant will not connect to any other meter supply while connected to the Company's water system.

10. Applicant is responsible for the cost of repairing all damage done to meter tops (covers) regardless of who causes the damage (except damage caused by the Company). Applicant is cautioned that many meter tops are damaged by power lawn mowers and by being run over by vehicles.

11. If Applicant's account becomes delinquent, Applicant agrees to pay the Company's attorney fees and costs incurred in collecting that account.

12. By signature hereon, Applicant acknowledges that he/she has read the foregoing, received a copy thereof, agrees to be bound by same, and acknowledges that this is the entire agreement between the parties and that there are no oral agreements between the parties.

WITNESS the hands of the parties this 13 day of Aug, 1998.

Annette D. Calvert
Applicant

North Shelby Water Company

404-04-3468
Applicant's Social Security No.

By Loretta Dunavut
Title: _____

Paula Mc Clain

From: Paula Mc Clain [mrp@iglou.com]
Sent: Wednesday, March 23, 2005 4:57 PM
To: Sandy Broughman (E-mail); Donald T. Prather (E-mail); Darrell Dees (E-mail)
Subject: Easements

I spoke with Annette Calvert on February 28, 2005 and referred her to Sandy for questions regarding her easement. Has anyone spoken with her since then and do we have an easement?

Darrell,

I understand from Don that you have some easements there. Can you please forward a list of names so we know which ones we have?

Paula Mc Clain

From: wabiii [wabiii@prodigy.net]
Sent: Thursday, March 24, 2005 9:44 AM
To: pmcclain@iglou.com
Subject: Re: Easements

I marked the location of the easement on the Calvert property. I have not heard from Ms Calvert since. I met with the Kirk son, he said no problem with anything. He is the only one to get water in this project, all the rest have water on the property. He also has an easement or fee simple strip across Ellis (driveway) for which we need to have an easement prepared. Do you have any information on this Kirk?

----- Original Message -----

From: Paula Mc Clain
To: [Sandy Broughman \(E-mail\)](#) ; [Donald T. Prather \(E-mail\)](#) ; [Darrell Dees \(E-mail\)](#)
Sent: Wednesday, March 23, 2005 4:56 PM
Subject: Easements

I spoke with Annette Calvert on February 28, 2005 and referred her to Sandy for questions regarding her easement. Has anyone spoken with her since then and do we have an easement?

MATHIS, RIGGS & PRATHER, P.S.C.

ATTORNEYS AT LAW
500 MAIN STREET, SUITE 5
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.
T. SHERMAN RIGGS
DONALD. T. PRATHER
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220
FAX: (502) 633-0667

E-MAIL: mrp@iglou.com

March 31, 2005

Annette D. Calvert
575 Old U.S. 60
Frankfort, KY 40601

Re: U.S. 60 Water District

Dear Ms. Calvert:

As you are aware, I work with U.S. 60 Water District on their line extension projects. U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main.

As I previously explained in my letter to you dated February 16, 2005, the larger water main is necessary to bring adequate quantities of water from the Frankfort Plant Board. The District has grown significantly since it was established in the 1970's. The original supply main along US60 is no longer large enough to supply the District's customers, including you.

The government agency providing the money requires that we obtain a written easement from all property owners across whom the line will be built. You have failed to provide an easement despite at least one prior request.

Annette D. Calvert
March 31, 2005
Page Two

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". U.S. 60's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the district, without cost, any permanent easement reasonably required by the district for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.

You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated within ten (10) days from the date of this letter unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. A notary public is available at U.S. 60's office in Bagdad for your convenience. If the easement is not correct, please contact me within this ten (10) days to avoid service termination.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 

Donald T. Prather

DTP/pm

Enclosure

Cc: James W. Eggen, Chairman
Darrell Dees, Manager
Sandy Broughman, Engineer

Don Prather

From: Tara [tarapeyton@bellsouth.net]
Sent: Monday, May 16, 2005 9:11 AM
To: Don Prather
Subject: Re: Annette Calvert

Don-
I copied this and gave it to Darrell.
Thanks
Tara

>
> From: "Don Prather" <dprather@iglou.com>
> Date: 2005/05/13 Fri AM 11:40:48 EDT
> To: "Sandy Broughman \ (E-mail\)" <WABIII@prodigy.net>,
> "Darrell Dees \ (E-mail\)" <ddh20man@aol.com>
> CC: "Tara Peyton \ (E-mail\)" <tarapeyton@bellsouth.net>
> Subject: Annette Calvert

> Sandy, please call Annette Calvert and attempt to resolve her concerns about
> the waterline. Work 8:30 to 5:30 502-867-4650. Home 502-229-1106.
> Darrell, she says the meter top is missing and she says her plumber has
> complained that the water cannot be shut off at the meter. Could you look
> into these matters. She says our failure (alleged) to correct these issues
> has led her to question how she will be treated when the water line is
> built. Thanks, guys.

>
> Donald T. Prather
> Mathis, Riggs, and Prather, PSC
> ** Confidentiality Notice**

> This e-mail and documents accompanying this transmission contain
> confidential information belonging to Mathis, Riggs & Prather, PSC, which is
> legally privileged. The information is intended only for those of the
> individuals or entities named above. If you are not the intended recipient,
> you are hereby notified that any disclosure, copying, or distribution or the
> taking any action in reliance on the contents of this e-mailed information
> is strictly prohibited. If you have received this e-mail in error, please
> immediately notify Mathis, Riggs & Prather, PSC by e-mail at the address
> above. The transmission is to be deleted and any items that may have been
> printed are to be destroyed. Thank you for your compliance.

>
>
>

has been replaced

*not our responsibility
to put a separate
cut-off in meter - she
does not have a
cut off valve in
her house like
she is
supposed to -
has been using
meter cut-off
whenever she
needed to cut off
water*

Don Prather

From: Don Prather [dprather@iglou.com]
Sent: Monday, August 08, 2005 4:31 PM
To: Sandy Broughman (E-mail)
Cc: Darrell Dees (E-mail); Bill Eggen (E-mail)
Subject: Annette Calvert

Sandy, please contact this lady and stop by her house either before or after the North Shelby meeting on Aug. 15 or the US60 meeting the next night. She says she does not get in from work til about 6:30. Work # 502-867-4650, Home 502-229-1106. She doesn't understand why we are so far from the road (She will need to be shown the approximate right-of-way line) and she wants assurance we will come on her property from US60, not old US60. Please take a blank easement with you for her to sign in your presence..

Donald T. Prather

Mathis, Riggs, and Prather, PSC

**** Confidentiality Notice****

This e-mail and documents accompanying this transmission contain confidential information belonging to Mathis, Riggs & Prather, PSC, which is legally privileged. The information is intended only for those of the individuals or entities named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, or distribution or the taking any action in reliance on the contents of this e-mailed information is strictly prohibited. If you have received this e-mail in error, please immediately notify Mathis, Riggs & Prather, PSC by e-mail at the address above. The transmission is to be deleted and any items that may have been printed are to be destroyed. Thank you for your compliance.

MATHIS, RIGGS & PRATHER, P.S.C.
ATTORNEYS AT LAW
500 MAIN STREET, SUITE 5
SHELBYVILLE, KENTUCKY 40065

C. LEWIS MATHIS, JR.
T. SHERMAN RIGGS
DONALD. T. PRATHER
NATHAN T. RIGGS

TELEPHONE: (502) 633-5220
FAX: (502) 633-0667

E-MAIL: mrp@iglou.com

August 25, 2005

Annette D. Calvert
575 Old U.S. 60
Frankfort, KY 40601

VIA CERTIFIED MAIL and REGULAR MAIL

Re: U.S. 60 Water District of Franklin and
Shelby Counties, Kentucky

Dear Ms. Calvert:

As you know, U.S. 60 Water District is ready to extend a 12-inch water main along U.S. 60 and Morris Clark Road across your property. You will not be asked to pay any part of the construction costs of this water main. You were mailed a letter requesting a signed easement on February 16, 2005. The Water District engineer, Sandy Broughman, reported on March 24, 2005 he had marked the easement location on your property and had not heard from you since. You were mailed another letter on March 31, 2005. At the request of the Kentucky Public Service Commission, I then spoke with you. You stated you had no shut off valve in your house or in the meter pit (it is your responsibility to have a shut off valve in your house), and you reported the cover was broken on your water meter pit. The District then installed a cutoff in the meter pit and replaced the cover. You also stated you might put in a driveway on U.S.60, and I told you the District would bury the line deeper if it knew where that driveway would be. You have never provided the location of that future driveway and in any event it would not change the location of the easement, only the depth the water main is buried. I called your office and left a message and you never returned my call.

On August 8, 2005 at 4:15 p.m., I called both your office and home, and left a message that your water would be disconnected because you had not signed the easement. In contrast to prior contacts when you did not respond for days, if at all, you immediately returned my call that day. You stated you wanted to cooperate and said all you wanted was for someone to meet you on your property and show you where the line would go.

I then contacted our engineer, who was at a family reunion in Germany, and asked him to meet with you on Monday evening August 15, 2005, the day he returned to the United States. He made a special trip and met with you at your home that evening. He answered all questions you

asked, but you declined to sign the easement or ask any more questions. You did not contact me or the District with any questions.

Despite all of these contacts and effort on the part of the District to work with you and satisfy your concerns, you have failed to sign the easement. On August 23, 2005 at 3:15 p.m. I left a message on your home and office answering machines telling you I would recommend the District disconnect your water if the signed easement is not received by close of business on August 24, 2005. Once again when faced with the imminent threat of disconnection, and in marked contrast with your prior behavior when you made no effort to resolve the situation, you immediately contacted the Public Service Commission, who called me before 3:30 that same day! You say you want to work with us to resolve the situation, yet you have done little except to delay, delay, delay.

The service application which you signed provides that you will "provide, without cost to the district, all properly signed recordable easements required by the district". The District's Rules and Regulations, which have been approved by the Kentucky Service Commission, state in Paragraph 1D that each customer and his/her spouse shall grant to the District, without cost, any permanent easement reasonably required by the District for the installation of a water line, as long as that water line is adjacent and parallel to the right of way for a public roadway. The water main in question will be constructed adjacent and parallel to U.S. Highway 60 and Morris Clark Road.


You have violated the service application and U.S. 60's Rules and Regulations by failing to sign the requested easement. U.S. 60's Rules and Regulations require it to terminate water service to any customer who violates its Rules and Regulations.

You are hereby notified that your water service will be terminated on September 4, 2005 unless the requested easement has been properly signed, notarized and received by U.S. 60 Water District. A notary public is available at U.S. 60's office in Bagdad for your convenience. No further letters or courtesy calls will be given to you, and this deadline will not be extended under any circumstances.

Thank you for your prompt attention to this matter.

Yours Truly,

MATHIS, RIGGS & PRATHER, P.S.C.

By: 
Donald T. Prather

c Service Commission

7003 2260 0006 8798 5263

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
FOR OFFICIAL USE	
Postage	\$.37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.42
Postmark Here	
Sent To	
Street, Apt. No.; or PO Box No.	
City, State, ZIP+4	
PS Form 3800, June 2002	
See Reverse for Instructions	

**U.S. 60 WATER DISTRICT
RIGHT-OF-WAY EASEMENT**

KNOW YE ALL BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Annette D. Calvert and _____, its successor and assigns, a perpetual easement with the right to erect, construct, and install, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR, which land was acquired by GRANTOR by Deed from Danny and Viola Lewis and which land is more particularly described in that last recorded deed(s) in the chain of title recorded in Deed Book _____, Page _____, in the Franklin County Clerk's Office, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

This easement shall be 30 feet in width. The centerline of the easement shall be the water line as actually constructed, which centerline is tentatively described as follows:

Beginning at a point in GRANTOR'S west property line common with Danny W. and Viola Lewis, said point being 15 feet north of the north right-of-way of U.S. 60 Highway; thence 15 feet from and parallel to the north right-of-way of said road, a distance of approximately 180 feet to a point in GRANTOR'S east property line common with Ben and Robin Santa Teresa, said point being 15 feet north of the north right-of-way of U.S. 60 Highway.

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 200 .

Annette D. Calvert, GRANTOR

, GRANTOR

STATE OF _____
SCT.
COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that on the ___ day of _____ 200 , personally appeared before me Annette D. Calvert and _____ the GRANTOR in the foregoing grant, and acknowledge the signing thereof to be their voluntary act for the uses and purposes set forth.

My Commission Expires: _____

This instrument was prepared by:
Mathis, Riggs, & Prather, P.S.C.
P.O. Box 1059
Shelbyville, KY 40066-1059
By: _____

Donald T. Prather

Project: 99-25, Sheet: _____, Parcel: 12-50