

# South 641 Water

207 MAIN STREET ♦ HAZEL, KENTUCKY 42071

270-492-8857

RECEIVED

MAY 16 2007

PUBLIC SERVICE  
COMMISSION

RECEIVED

MAY 16 2007

PUBLIC SERVICE  
COMMISSION

Executive Director  
KY Public Service Commission  
PO Box 615  
Frankfort, KY 40602

**RE: Application to Revise Non-Recurring Charges**

*Case No. 2007-00194*

This is an application to revise language and certain non-recurring charges for the South 641 Water. Attached is the non-recurring charge cost justifications and the proposed new tariff.

South 641 Water is not requesting a water rate increase at this time. However, increased costs attributable to certain non-recurring charges can no longer be absorbed by the District. The customers affected by these increases will be the customers that cause the District to incur these additional expenses.

The District has previously filed income statements and balance sheets with the Public Service Commission. These income statements and balance sheets are currently on file with the Commission.

The District will publish the enclosed public notice of these requested rate revisions in the local newspaper for three consecutive weeks. The first notice has already been published and the newspaper ad is enclosed. We will follow up with a filing of the second and third newspaper ads along with an affidavit from the newspaper verifying that the notice was published for three consecutive weeks.

A copy of this application and related filings has been sent to the Office of the Attorney General, State Capitol Building, Suite 118, Frankfort, KY 40601.

Very truly yours,

  
enclosure

## NOTICE

South 641 Water proposes to make the following revisions to its schedule of charges. The proposed effective date for the change is \_\_\_\_\_.

	<u>Current</u>	<u>Proposed</u>	<u>% Change</u>
Meter Connection/Tap-On Fees			
3/4" X 5/8" Meter	\$450.00	\$750.00	66%
1" Meter	\$500.00	Actual Cost	
All Larger Meters		Actual Cost	
Sewer	\$350.00	Actual Cost	
Customer Water Deposit	\$40.00	\$55.00	37%
Sewer Customer Deposit		\$20.00	
Returned Check Charge	\$15.00	\$30.00	100%

The charges/rates contained in this notice are the charges/rates proposed by the South 641 Water. However, the Public Service Commission may order charges/rates to be charged that differ from these proposed charges/rates. Such action may result in charges/rates for consumers other than the charges/rates in this notice.

Any corporation, association, body politic, or person may, by motion within thirty (30) days after publication of this fee change, request leave to intervene; and the motion shall be submitted to the Public Service Commission, Post Office Box 615, Frankfort, KY 40602, and shall set forth the grounds for the request including the status and interest of the party.

Intervenors may obtain copies of the application and related filings by contacting the water district.

The Water District has available for inspection at its office the proposed changes to its Rules and Regulations. The office is located at 207 Main Street, Hazel, KY 42049.

This notice is published pursuant to 807 KAR 5:011-Tariffs.

South 641 Water

## NONRECURRING CHARGE COST JUSTIFICATION

Type of Charge:                 Tap-On Fee for 5/8 X 3/4 Rock Clause                

1. Field Expense:

A. Materials (Itemize)

<u>                Meter                </u>	<u>          \$ 40          </u>
<u>                Meter Setter                </u>	<u>          104          </u>
<u>                Meter Box                </u>	<u>          25          </u>
<u>                Pipe                </u>	<u>          28          </u>
<u>                Tapping Saddle                </u>	<u>          50          </u>
<u>                Corporation Stop                </u>	<u>          21          </u>

B. Labor (Time and Wage)

<u>                Newberry Trenching                </u>	<u>          450          </u>
<u>                Newberry Trenching (Rock Clause)                </u>	<u>          Actual Cost          </u>

If additional charges are incurred due to the encounter of rock while digging, the customer will pay for the additional charges at cost.

**Total Field Expense** **\$ 718**

2. Clerical and Office Expense

A. Supplies           \$ 2          

B. Labor           10          

**Total Clerical and Office Expense** **\$ 12**

3. Miscellaneous Expense

A. Transportation           \$ 20          

B. Other (Itemize)

<u>  </u>	<u>  </u>
<u>  </u>	<u>  </u>
<u>  </u>	<u>  </u>

**Total Miscellaneous Expense** **\$ 20**

**Total Nonrecurring Charge Expense** **\$ 750**

**NONRECURRING CHARGE COST JUSTIFICATION**

Type of Charge:                 **Tap-On Fee for 1" or Greater**                

1. Field Expense:

A.	Materials (Itemize)		
	_____	\$	_____
	_____		_____
	_____		_____
B.	Labor (Time and Wage)		
	_____		_____
	<b>Total Field Expense</b>	\$	_____

2. Clerical and Office Expense

A.	Supplies		
		\$	_____
B.	Labor		
			_____
	<b>Total Clerical and Office Expense</b>	\$	_____

3. Miscellaneous Expense

A.	Transportation		
		\$	_____
B.	Other (Itemize)		
	_____		_____
	_____		_____
	_____		_____
	<b>Total Miscellaneous Expense</b>	\$	_____

<b>Total Nonrecurring Charge Expense</b>	<b>\$<u>Actual Cost</u></b>
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## NONRECURRING CHARGE COST JUSTIFICATION

Type of Charge: Water Deposit

1. Field Expense:

A. Materials (Itemize)

<hr/>	\$	<hr/>
<hr/>		<hr/>
<hr/>		<hr/>

B. Labor (Time and Wage)

<hr/>	
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**Total Field Expense** \$         

2. Clerical and Office Expense

A. Supplies \$         

B. Labor         

**Total Clerical and Office Expense** \$         

3. Miscellaneous Expense

A. Transportation \$         

B. Other (Itemize)

Bill for 5,000 gal is \$29.40 X 2 months is	
<u>\$58.80 Total Deposit:</u>	<u>    55    </u>

**Total Miscellaneous Expense** \$     55    

**Total Nonrecurring Charge Expense** \$     55

**NONRECURRING CHARGE COST JUSTIFICATION**

Type of Charge: Returned Check Fee

1. Field Expense:

A. Materials (Itemize)

_____	\$ _____
_____	_____
_____	_____

B. Labor (Time and Wage)

<u>BB&amp;T Fee</u>	<u>5</u>
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<b>Total Field Expense</b>	<b>\$ <u>5</u></b>
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2. Clerical and Office Expense

A. Supplies	\$ <u>5</u>
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B. Labor	<u>20</u>
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<b>Total Clerical and Office Expense</b>	<b>\$ <u>25</u></b>
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3. Miscellaneous Expense

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

_____	_____
_____	_____
_____	_____

<b>Total Miscellaneous Expense</b>	<b>\$ _____</b>
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<b>Total Nonrecurring Charge Expense</b>	<b>\$ <u>30</u></b>
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FOR ENTIRE AREA SERVED HAZEL, KY  
Community, Town or City

P.S.C. KY. NO. 1

1<sup>ST</sup> REVISED SHEET NO. 4

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

ORIGINAL SHEET NO. 4

SOUTH 641 WATER DISTRICT  
(Name of Utility)

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RATES AND CHARGES

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Monthly Water Rates

First 2,000 gallons	\$12.78 (Minimum Bill)
Next 3,000 gallons	5.54 per 1,000 gallons
Next 5,000 gallons	4.84 per 1,000 gallons
Over 10,000 gallons	4.24 per 1,000 gallons

5/8" X 3/4" meter	\$750.00
All larger meters	Actual Cost

Rock Clause

An additional charge shall be made for meter connections where rock is encountered. The charge shall be applied per linear foot and shall not exceed the actual cost of excavation.

Water sold from District owned  
well untreated for irrigation:  
\$2.00 per 2,000 gallons

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DATE OF ISSUE 04/16/2007  
Month / Date / Year

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

ISSUED BY Maufakis  
Month / Date / Year  
(Signature of Officer)

TITLE Chairman

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

SOUTH 641 WATER DISTRICT  
(Name of Utility)

RULES AND REGULATIONS

that, in the opinion of the certifier, discontinuance of service will aggravate an existing illness or infirmity on the affected premises, service shall not be discontinued until the affected resident can make other living arrangements or until (30) days elapse from the time of the District's receipt of said certification, whichever occurs first.

- F. Where the water supply to the customer has been discontinued for non-payment of delinquent bills, a charge in accordance with PSC Approved Schedule of Special Charges will be made for reconnection of water service, but the reconnection will not be made until all delinquent bills and other charges, if any, owed by the customer to the District have been paid.
- G. The District reserves the right to request that an equal deposit of \$55.00 (fifty-five dollars) be charged for the purpose of establishing or maintaining a customer's credit. Upon the payment of such deposit; the District shall issue to such customer a certificate of deposit, showing the name of the customer, the location of the initial premises occupied, and the date and amount of the deposit. Service may be refused or discontinued for failure to pay the required deposit. The District will pay to such customer interest on such deposit at the rate interest is earned by the District, but not to exceed six percent (6%) annum, until such deposit is reimbursed to the customer, except that no credit will be made if the customer's bill is delinquent on the anniversary date of the deposit. The District may require a deposit in addition to the initial deposit if the customer's classification of service changes or if there is a substantial change in usage. The customer shall also be advised in writing on the application for service of this right. Upon termination of service, the deposit, and principal amounts and any interest earned and owing will be credited to the final bill with any remainder refunded to the customer.
- H. All meters shall be installed, renewed, and maintained at the expense of the District, and the District reserves the right to determine the size and type of meter used.
- I. It shall be the policy of the District to test each meter at least once every 12 months. In addition, upon written request of any customer, the meter serving such customer shall be tested by the District. Such test will be made without charge to the customer if the meter has not been tested within 12 months preceding the requested test; otherwise, a charge in accordance to

DATE OF ISSUE 04 / 16 / 2007  
Month / Date / Year

DATE EFFECTIVE \_\_\_\_\_  
Month / Date / Year

ISSUED BY Ma Parks  
(Signature of Officer)

TITLE Chairman

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



FOR ENTIRE AREA SERVED HAZEL, KY  
Community, Town or City

P.S.C. KY. NO. 1

1<sup>ST</sup> REVISED SHEET NO. 11

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

ORIGINAL SHEET NO. 11

SOUTH 641 WATER DISTRICT  
(Name of Utility)

RULES AND REGULATIONS

SCHEDULE OF SPECIAL SERVICE CHARGES

1. Service Connection Charge: A charge of \$15.00 shall be made for all service reconnections made during regular working hours, except that there be no connection charge made for service on the original installation of facilities. If service is reconnected other than during regular working hours, the charge shall be \$35.00.
2. Delinquent Service Charge: A charge of \$15.00 shall be made for a trip to disconnect a delinquent account. A reconnection charge of \$15.00 shall be made if reconnected during regular working hours. If reconnected or disconnected after regular working hours, the charge shall be \$35.00.
3. Meter Investigation Charge: When an investigation of facilities on customers' premises reveals meter seal broken, damaged meters, or unauthorized use of water, a meter investigation fee of \$15.00 shall be charged. The actual cost of repairing damage to meter service, if any, shall also be charged and the customer's bill shall be paid for the amount of water service rendered.
4. Meter Test Request: Upon request and payment of \$15.00, a customer may have his meter tested provided request by the customer is not more than once each twelve months: If such test shows the meter to be more than 2% fast, a refund of the \$15.00 charge will be made and the bill adjusted accordingly.
5. Late Payment Penalty Charge: A charge of 10% shall be added on each customer's unpaid bill after the 20<sup>th</sup> of each month.
6. Return Check: A charge of \$30.00 shall be charged for any returned check received by the District.

DATE OF ISSUE 04/16/2007  
Month / Date / Year

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

ISSUED BY Maufauls  
Month / Date / Year  
(Signature of Officer)

TITLE Chairman

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

## NONRECURRING CHARGE COST JUSTIFICATION

Type of Charge: Sewer Deposit

1. Field Expense:

A. Materials (Itemize)

<hr/>	\$ <hr/>
<hr/>	<hr/>
<hr/>	<hr/>

B. Labor (Time and Wage)

<hr/>	<hr/>
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**Total Field Expense** \$ 

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2. Clerical and Office Expense

A. Supplies \$ 

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B. Labor 

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**Total Clerical and Office Expense** \$ 

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3. Miscellaneous Expense

A. Transportation \$ 

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B. Other (Itemize)

Base Sewer Bill is \$10.95 X 2 months = \$21.90

Total Sewer Deposit: \$ 20

**Total Miscellaneous Expense** \$ 20

**Total Nonrecurring Charge Expense** \$ 20

**NONRECURRING CHARGE COST JUSTIFICATION**

Type of Charge: Sewer Tap-On Connection

1. Field Expense:

A. Materials (Itemize)

_____	\$ _____
_____	_____
_____	_____

B. Labor (Time and Wage)

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

2. Clerical and Office Expense

A. Supplies

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

B. Labor

\_\_\_\_\_

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

3. Miscellaneous Expense

A. Transportation

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

B. Other (Itemize)

_____	_____
_____	_____
_____	_____

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

**Total Nonrecurring Charge Expense** \$ Actual Cost

**NONRECURRING CHARGE COST JUSTIFICATION**

Type of Charge: Returned Check Fee

1. Field Expense:

A. Materials (Itemize)

_____	\$ _____
_____	_____
_____	_____

B. Labor (Time and Wage)

<u>BB&amp;T Fee</u>	<u>5</u>
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<b>Total Field Expense</b>	<b>\$ <u>5</u></b>
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2. Clerical and Office Expense

A. Supplies	\$ <u>5</u>
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B. Labor	<u>20</u>
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<b>Total Clerical and Office Expense</b>	<b>\$ <u>25</u></b>
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3. Miscellaneous Expense

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

_____	_____
_____	_____
_____	_____

<b>Total Miscellaneous Expense</b>	<b>\$ _____</b>
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<b>Total Nonrecurring Charge Expense</b>	<b>\$ <u>30</u></b>
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FOR ENTIRE AREA SERVED HAZEL, KY  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_ 1 \_\_\_\_\_

4<sup>TH</sup> REVISED SHEET NO. \_\_\_\_\_ 3 \_\_\_\_\_

South 641 Water District  
(Name of Utility)

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

3<sup>RD</sup> REVISED SHEET NO. \_\_\_\_\_ 3 \_\_\_\_\_

RATES AND CHARGES

	Monthly Sewer Rate		
Monthly Rate	\$10.95	Flat Rate Minimum Bill	\$10.95

Sewer Connection Charge                  Actual Cost

DATE OF ISSUE 04/16/2007  
Month / Date / Year

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

ISSUED BY Man Parkes  
Month / Date / Year  
(Signature of Officer)

TITLE Chairman

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

FOR ENTIRE AREA SERVED HAZEL, KY  
Community, Town or City

P.S.C. KY. NO. 1

1<sup>ST</sup> REVISED SHEET NO. 8

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

ORIGINAL SHEET NO. 8

SOUTH 641 WATER DISTRICT  
(Name of Utility)

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RULES AND REGULATIONS

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Schedule of Special Charges

1. Sewer Deposit: The District reserves the right to request that an equal deposit of \$20.00 (twenty dollars) be charged for the purpose of establishing or maintaining a customer's credit. Upon the payment of such deposit; the District shall issue to such customer a certificate of deposit, showing the name of the customer, the location of the initial premises occupied, and the date and amount of the deposit. Service may be refused or discontinued for failure to pay the required deposit. The District will pay to such customer interest on such deposit at the rate interest is earned by the District, but not to exceed six percent (6%) per annum, until such deposit is reimbursed to the customer, except that no credit will be made if the customer's bill is delinquent on the anniversary date of the deposit. The District may require a deposit in addition to the initial deposit if the customer's classification of service changes or if there is a substantial change in usage. The customer shall also be advised of the right to have such deposit recalculated every eighteen months based on actual usage. The customer shall be advised in writing on the application for service of this right. Upon termination of service, the deposit, any principal amounts, and any interest earned and owing will be credited to the final bill with any remainder refunded to the customer.
2. Service Connection Charge: A charge of \$15.00 shall be made for all service reconnections (water/sewer) made during regular working hours, except that there be no connection charge made for service on the original installation of facilities. If service is reconnected other than during regular working hours the charge shall be \$35.00.
3. Delinquent Service Charge: A charge of \$15.00 shall be made for a trip to disconnect a delinquent account. A reconnection charge of \$15 shall be made if reconnected during regular working hours.
4. Late Payment Penalty Charge: A charge of 10% shall be added on each customers unpaid water/sewer bill after the 20<sup>th</sup> of each month.
5. Return Check: A charge of \$30.00 shall be charged for any returned check received by the District.

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DATE OF ISSUE 04/16/2007  
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ISSUED BY Manfakis  
Month / Date / Year  
(Signature of Officer)

TITLE Chairman

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

## AFFADAVIT OF PUBLICATION

I, Alice Rouse, Publisher, of the Murray Ledger & Times, do hereby certify that from my own knowledge and a check of the files of this newspaper that the advertisement for South 641 Water District, was inserted in the Murray Ledger & Times on the following date(s): Wednesday, April 18, April 25 & May 2, 2007.

Alice J. Rouse  
Signature

Publisher  
Title

Subscribed and sworn to Before Me:

This 8 day of May, 2007

Evelyn J. Bearhean  
Notary Public

6-23-09  
My Commission Expires

e property described above which cludes underground storage tanks, ers, heating and air conditioning y store inventory, any accounts receiv- items and equipment.

e divided without materially impair- laintiff and the liens of the es shall be sold as a whole, free and umbrances, other than restrictions and the property, etc.

regulations concerning the : premises and that the sale of the per- ground Storage Tanks. Any purchas- 1 KAR 42:200 Sec. 4(1) by completing Kentucky's Environmental and Public agement a Notification of within thirty (30) days after confirma-

ld on a cash or credit basis of thirty (0) days, the purchaser shall deposit purchase price and execute bond with r, same bearing interest at 12% per d fully due and payable within thirty ty as additional security. All delin- d paid by the Commissioner.

user immediately upon acceptance by urchaser shall be required to carry extended coverage provisions in some tect and secure the unpaid purchase date of sale until execution and deliv-

e conveyed subject to such valid and ns, conditions, exceptions, and l chain of title.

ny party hereto shall be deemed to 1 respect to the property sold.

**Request for Proposals**

**Projectors and other Technology Resources**

County Board of Education will be retrofitting classrooms and instruc- Calloway County Middle School and nty High School during the summer of sts for proposals on this project will be d 1:00 p.m., Friday, May 4, 2007. mation regarding this project may be dling Susan Taylor at (270) 762-7300 or r website at [www.calloway.k12.ky.us](http://www.calloway.k12.ky.us) County Board of Education reserves tect any and/or all proposals and waive ties in bidding.

NS being positions. y's lls please ART time g. Murray Apply in 3:00PM. IF you're about to be laid off, you may qualify for free real estate licensing classes. Call 270-223-0789 deloiseadams@yahoo.com

Southeast corner of the herein described tract of land; thence North 88° 53' 51" West 199.99 feet with the Judy Richardson North property line, Deed Book 173, Card 1646, Lots 36 and 35 of Lynnwood Estates Subdivision, Plat Book 3, Page 79 to a #4 rebar set at the Southwest Corner of the herein described tract of land; thence North 02° 28' 05" East 43.47 feet with the East side of Lynnwood Drive to the point of beginning.

This property is subject to all previous conveyed easements and right of was.

Except and interest in the coal, gas, or other minerals underlying the land which has been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of said coal, oil, gas, and other minerals, if any.

Being the same property conveyed to Robert E. Freeman and Stephen Freeman by Deed of Conveyance from Wayne S. Calhey, single dated February 23, 2006 and filed March 6, 2006, of record in Book 634, Page 305, in the office of the Clerk of Calloway County.

The aforementioned property shall be sold on a cash or credit basis of thirty (30) days, but if sold on a credit of thirty (30) days, the purchaser shall deposit with the Commissioner one-third of the purchase price and execute bond with good and sufficient surety for the remainder, same to be paid in two equal install- ments bearing interest at 12% per annum from the date of sale until paid, and fully due and payable within thirty days. A lien shall be retained on the property as additional security. All delinquent taxes, if any, shall be ascertained and paid by the Commissioner.

This 10th day of April, 2007. Respectfully submitted, MAX W. PARKER Master Commissioner Calloway Circuit Court

**NOTICE**

South 641 Water proposes to make the following revisions to its schedule of charges. The proposed effective date for the change is June 1, 2007

	Current	Proposed	%Change
Meter Connection/Tap-On Fees			
3/4" X 5/8" Meter	\$450.00	\$750.00	66%
1" Meter	\$500.00	Actual Cost	
All Larger Meters		Actual Cost	
Sewer	\$350.00	Actual Cost	
Customer Water Deposit	\$40.00	\$55.00	37%
Sewer Customer Deposit		\$20.00	
Returned Check Charge	\$15.00	\$30.00	100%

The charges/rates contained in this notice are the charges/rates proposed by the South 641 Water. However, the Public Service Commission may order charges/rates to be charged that differ from these proposed charges/rates. Such action may result in charges/rates for consumers other than the charges/rates in this notice.

Any corporation, association, body politic, or person may, by motion within thirty (30) days after publication of this fee change, request leave to intervene; and the motion shall be submitted to the Public Service Commission, Post Office Box 615, Frankfort, KY 40602, and shall set forth the grounds for the request including the status and interest of the party.

Intervenors may obtain copies of the application and related filings by contacting the water district.

The Water District has available for inspection at its office the proposed changes to its Rules and Regulations. The office is located at 207 Main Street, Hazel, KY 42049.

This notice is published pursuant to 807 KAR 5:011-Tariffs. South 641 Water

All stored items in storage units **36, 66, 81, 89, 91, 99, 156, 158, 204, and 206** at Key Mini Warehouses, 1850 State Route 121 South, Murray, KY 42071, have been abandoned and if all charges for storage units **36, 66, 81, 89, 91, 99, 156, 158, 204, and 206** are not paid in full on or before April 30, 2007, Key Mini Warehouses will have legal possession of all items stored in units **36, 66, 81, 89, 91, 99, 156, 158, 204 and 206**. A sale for said items stored in units **36, 66, 81, 89, 91, 99, 156, 158, 204 and 206** will be sold on May 3rd, 2007 at 5:00 p.m.

**BUSINESS ASSI- TANT:** We are a growing Dental practice looking for an individual with a great personality to grow with us. Dental office and insurance experience preferred. Send resume to P.O. Box 1040-A, Murray, KY 42071.



the Commissioner one-third of the purchase price, in cash, together with bonds (for the remainder of the purchase price) payable in two equal installments, with good and sufficient security, said amount bearing interest at 12% per annum from the date of sale until paid, and fully due and payable in thirty days. A lien shall be retained on the property as additional security. All delinquent taxes, if any, shall be ascertained and paid by the Commissioner but the property shall be sold subject to the current year taxes.

This 10th day of April, 2007.  
Respectfully submitted,  
MAX W. PARKER  
Master Commissioner  
Calloway Circuit Court

COMMONWEALTH OF KENTUCKY  
COURT OF JUSTICE  
CALLOWAY CIRCUIT COURT  
Civil Action No. 06-CI-00486

PLAINTIFF,  
JACKSON PURCHASE AGRICULTURAL  
CREDIT ASSOCIATION

VS. NOTICE OF SALE

ROBERT DENNIS, VICTORIA DENNIS,  
UNION PLANTERS BANK, *s/o/a* REGIONS BANK,  
COMMONWEALTH OF KENTUCKY,  
COUNTY OF CALLOWAY DEFENDANTS.

By virtue of a Judgment and Order of Sale entered by the Calloway Circuit Court on March 27, 2007, in the above cause, I shall proceed to offer for sale at the Courthouse door in the City of Murray, Calloway County, Kentucky, to the highest bidder, at public auction on Friday, May 4, 2007, at the hour of 10:00 a.m., local time, or thereafter, the following described property located in Calloway County, Kentucky, with its address 68 Backsburg Road, Kirtsey, KY 42054, and more particularly described as follows:

A portion of the Northeast Quarter of Section 25, Township 3, Range 3, East, and particularly bounded and described as follows:

Beginning at a stake located on the north edge of the right of way of the Kirksey-Backsburg Road (which point is approximately 30 feet north of the Quarter Section Line), common corner to a lot now owned by Leonard Maupin; thence, north on the common boundary to the lands of Maupin for about 234 feet and to a stake on the common boundary line to the lands of the Mess Cunningham heirs; thence, east on a common boundary to said Cunningham for a distance of 94 feet to a stake; thence, south for a distance of approximately 234 feet to a stake on the north edge of the right of way of the Kirksey-Backsburg Road; thence, west with the north edge of the right of way of the Kirksey-Backsburg Road for a distance of 94 feet to the point of beginning.

Being the same real estate conveyed to Robert Dennis and wife, Victoria Dennis by deed from Alvin C. Urey, et al., dated October 31, 1997, of record in Book 269, Page 473, in the office of the Clerk of the Calloway County Court.

The aforementioned property shall be sold on a cash or credit basis of thirty (30) days, but if sold on a credit of thirty (30) days, the purchaser shall execute bond with good and sufficient security for the purchase price, said amount bearing interest at 12% per annum from the date of sale until paid, and fully due and payable in thirty days. A lien shall be retained on the property as additional security. All delinquent taxes, if any, shall be ascertained and paid by the Commissioner but the property shall be sold subject to the 2007 ad valorem taxes.

This 10th day of April, 2007.  
Respectfully submitted,  
MAX W. PARKER  
Master Commissioner  
Calloway Circuit Court

A 0.132 acre tract of land as surveyed by Allgood Surveying Services of Murray, Kentucky, September, 1993, Plat Book 18, Page 83, Slide 1696, located on Cain Road approximately 6.6 miles North of the intersection of Twelfth and Main Streets in the City of Murray, Calloway County, Kentucky, and more particularly described as follows:

Beginning at the Northwest corner of the herein described tract of land and the Southwest corner of the James Turner Property, Deed Book 193, Page 69, said point being an existing iron pin 269.02 feet North of the centerline of Highway 464 and 30.00 feet East of the centerline of Cain Road; thence South 89 deg. 20' 24" East 203.63 feet with the said Turner South Property Line, Deed Book 193, Page 69 to an existing iron pin at the Northeast corner of the herein described tract of land; thence, South 00 deg. 23' 51" East - 17.00 feet with the said Turner West Property Line, to an existing iron pin at the Southeast corner of the herein described tract of land; thence, North 89 deg. 29' 46" West - 208.00 feet, creating a new division line to the James Turner Property, Deed Book 171, Card 973 to a 44 rebar set at the Southwest corner of the herein described tract of land; thence, North 08 deg. 15' 57" East; 39.01 feet with the East side of Cain Road to the point of beginning.

This property is subject to all previously conveyed easements and rights-of-way. Being the same property conveyed to John A. Mattson, et al., by deed dated April 28, 1995, of record in Book 214, Page 148, in the office of the Clerk of the Calloway County Court.

The aforementioned property shall be sold on a cash or credit basis of thirty (30) days, but if sold on a credit of thirty (30) days, the purchaser shall deposit with the Commissioner one-third of the purchase price, in cash, together with bonds (for the remainder of the purchase price) payable in two equal installments, with good and sufficient security, said amount bearing interest at 12% per annum from the date of sale until paid, and fully due and payable in thirty days. A lien shall be retained on the property as additional security. All delinquent taxes, if any, shall be ascertained and paid by the Commissioner but the property shall be sold subject to the current year taxes.

This 10th day of April, 2007.  
Respectfully submitted,  
MAX W. PARKER  
Master Commissioner  
Calloway Circuit Court

**NOTICE**

South 641 Water proposes to make the following revisions to its schedule of charges. The proposed effective date for the change is June 1, 2007

	Current	Proposed	%Change
Meter Connection/Tap-On Fees	\$450.00	\$750.00	66%
3/4" X 60" Meter	\$500.00	Actual Cost	
1" Meter	\$350.00	Actual Cost	
All Larger Meters	\$40.00	\$65.00	37%
Customer Water Deposit	\$20.00	\$30.00	100%
Sewer Customer Deposit	\$15.00	\$30.00	100%
Returned Check Charge			

The charges/rates contained in this notice are the charges/rates proposed by the South 641 Water. However, the Public Service Commission may order charges/rates to be charged that differ from these proposed charges/rates. Such action may result in charges/rates for consumers other than the charges/rates in this notice.

Any corporation, association, body politic, or person may, by motion within thirty (30) days after publication of this fee schedule, request to intervene and the motion shall be submitted to the Public Service Commission, Post Office Box 615, Frankfort, KY 40602, and shall set forth the grounds for the request including the status and interest of the party.

Intervenor may obtain copies of the application and related filings by contacting the water district.

The Water District has available for inspection at its office the proposed changes to its Rules and Regulations. The office is located at 207 Main Street, Hazel, KY 42049.

This notice is published pursuant to 807 KAR 6:011-Turfill.  
South 641 Water

Being the same real estate which was conveyed to GD Deal Holdings, LLC, a Delaware limited liability company by Consolidation Deed from H & H Investment Properties, LLP, a Kentucky registered limited liability partnership, dated April 19, 2001, recorded May 17, 2001, in Book 379, Page 615, in the office of the Clerk of the Calloway County Court.

**PERSONAL PROPERTY:**

All personal property located in or upon the property described above which belongs to GD Deal Holdings, LLC. This includes underground storage tanks, monitoring equipment, pumps, canopy, coolers, heating and air conditioning equipment, however, it does not include any store inventory, any accounts receivable, petroleum products, food, or beverage items and equipment.

**TERMS**

1. The premises is indivisible and cannot be divided without materially impairing its value and the value of the liens of Plaintiff and the liens of the Governmental Defendants, and the premises shall be sold as a whole, free and clear of all liens, claims, interests and encumbrances, other than restrictions and easements of record, zoning laws affecting the property, etc.

2. This sale is subject to all environmental regulations concerning the Underground Storage Tanks located on the premises and that the sale of the personal property collateral includes the Underground Storage Tanks. Any purchaser at the sale is required to comply with 401 KAR 42:200 Sec. 4(1) by completing and transmitting to the Commonwealth of Kentucky's Environmental and Public Protection Cabinet's Division of Waste Management a Notification of Underground Storage Tank System Form within thirty (30) days after confirmation of the sale by the Court.

3. The aforementioned property shall be sold on a cash or credit basis of thirty (30) days, but if sold on a credit of thirty (30) days, the purchaser shall deposit with the Commissioner ten percent of the purchase price and execute bond with good and sufficient security for the remainder, same bearing interest at 12% per annum from the date of sale until paid, and fully due and payable within thirty days. A lien shall be retained on the property as additional security. All delinquent taxes, if any, shall be ascertained and paid by the Commissioner.

4. The risk of loss shall be upon the purchaser immediately upon acceptance by the Master Commissioner of its bid. The purchaser shall be required to carry insurance against fire and vandalism with extended coverage provisions in some good and solvent insurance company to protect and secure the unpaid purchase money and to keep same in effect from the date of sale until execution and delivery of deed.

5. The above-described real property will be conveyed subject to such valid and existing restrictions, reservations, limitations, conditions, exceptions, and covenants as may be revealed in the record chain of title.

6. Neither the Master Commissioner nor any party hereto shall be deemed to have warranted title to any purchaser with respect to the property sold.

This 10th day of April, 2007.  
Respectfully submitted,  
MAX W. PARKER  
Master Commissioner  
Calloway Circuit Court

Big Apple Cafe, Inc., 1005 Arandine Circle, Murray, KY 42071, hereby declares its intention to apply for a Restaurant Liquor by the Drink no later than May 3, 2007. The business to be licensed will be located at 1005 Arandine Circle, Murray, KY 42071, doing business as Big Apple Cafe, Inc.

The Principal Officers are as follows: President, R. Cooper of 1627 Olive St., Murray, KY 42071. Eldeberry Dr., Dexter, KY 42036. Secretary, Kaycee Murray Ledger & Times. Any person, association, corporation or body politic may protest the granting of the license by writing the Department of Alcoholic Beverage Control, 1003 Twilight Trail, Frankfort, KY 40601-9400, within 30 days of the date of this legal publication.

**0620** Notice

NOW forming Monday night 8 Ball league at Breaktime Billiards.  
759-9303

**0620** Lost and Found

LOST: Tri-colored Bassett with Camo collar, Kirtsey area, lamellar pet, reward offered.  
293-0122 or 753-0530

**Email us at**  
ml@murrayledger.com

**PLACE YOUR CLASSIFIED AD TODAY AND SEE THE MONEY START ROLLING IN. CALL 270-753-1916**

**NOTICE OF SALE**

The aforementioned property shall be sold on a cash or credit basis of thirty (30) days, but if sold on a credit of thirty (30) days, the purchaser shall deposit with the Commissioner one-third of the purchase price and execute bond with good and sufficient surety for the remainder, same to be paid in two equal installments bearing interest at 12% per annum from the date of sale until paid, and fully due and payable within thirty days. A lien shall be retained on the property as additional security. All delinquent taxes, if any, shall be ascertained and paid by the Commissioner.

This 20th day of March, 2007.  
Respectfully submitted,  
MAX W. PARKER  
Master Commissioner  
Calloway Circuit Court

3. The aforementioned property shall be sold on a cash or credit basis of thirty (30) days, but if sold on a credit of thirty (30) days, the purchaser shall deposit with the Commissioner ten percent of the purchase price and execute bond with good and sufficient surety for the remainder, same bearing interest at 12% per annum from the date of sale until paid, and fully due and payable within thirty days. A lien shall be retained on the property as additional security. All delinquent taxes, if any, shall be ascertained and paid by the Commissioner.

4. The risk of loss shall be upon the purchaser immediately upon acceptance by the Master Commissioner of its bid. The Purchaser shall be required to carry insurance against fire and windstorm with extended coverage provisions in some good and solvent insurance company to protect and secure the unpaid purchase money and to keep same in effect from the date of sale until execution and delivery of deed.

5. The above-described real property will be conveyed subject to such valid and existing restrictions, reservations, limitations, conditions, exceptions, and covenants as may be revealed in the record chain of title.

6. Neither the Master Commissioner nor any party hereto shall be deemed to have warranted title to any purchaser with respect to the property sold.

This 10th day of April, 2007.  
Respectfully submitted,  
MAX W. PARKER  
Master Commissioner  
Calloway Circuit Court

**TOMMY LYONS, aka WILLIAM T. LYONS,  
RUTH LYONS, FINANCIAL NETWORK ALLIANCE, LLP,  
BENEFICIAL LOAN CORPORATION OF KENTUCKY,  
COMMONWEALTH OF KENTUCKY,  
COUNTY OF CALLOWAY,**  
**DEFENDANTS.**

By virtue of a Judgment and Order of Sale entered by the Calloway Circuit Court on February 13, 2007, in the above cause, I shall proceed to offer for sale at the Courthouse door in the City of Murray, Calloway County, Kentucky, to the highest bidder, at public auction on Friday, April 20, 2007, at the hour of 10:00 a.m., local time, or thereafter, the following described property located in Calloway County, Kentucky, with its address being 166 Candlelight Drive, Almo, KY, and more particularly described as follows to wit:

A 0.98 acre tract of land as surveyed by F.T. Seargent, Jr. Of Murray, Kentucky, on July 7, 1984, known as Lots 7, 8 and Part of Lot 6 of Unit 1, Candlelite Estates recorded in Plat Book 2, Page 92, located on Candlelite Drive approximately 5 miles north of the City of Murray, Kentucky, in Calloway County, Kentucky, and being more particularly described as follows:

Beginning at the southwest corner of Lot #7 and the southeast corner of Lot #6, said point being an iron pin found 25.00 feet north of the centerline of Candlelite Drive and 727.03 feet east of Highway 1824 and being the P.C. of a curve; thence, North 89 degrees 38' 45" west - 14.90 feet across the chord of a curved right-of-way to a #4 rebar set; thence, North 01 degree 21' 51" west = 199.74 feet crossing Lot #6 to a #4 rebar set in an existing fence; thence, North 88 degrees 55' 13" east - 214.84 feet generally along an existing fence to a #4 rebar set at the northeast corner of Lot #8 and the northwest corner of Lot #9; thence, South 01 degrees 17' 02" east - 198.30 feet with the east line of Lot #8 to an existing iron pin on the north right-of-way line of Candlelite Drive and being the southwest corner of Lot #9; thence, South 88 degrees 24' 00" west - 199.67 feet along the right-of-way of Candlelite Drive to the point of beginning.

Being the same property conveyed to William T. Lyons and wife, Ruth Lyons, by deed dated July 23, 1984, in Deed Book 166, Page 67, in the Office of the Clerk of the Calloway County Court, Clerk.

The aforementioned property shall be sold on a cash or credit basis of 30 days, but if sold on a credit of 30 days, the purchaser shall be required to deposit with the commissioner ten percent of the purchase price, with the balance to be paid in full within thirty (30) days, with sufficient surety bond, bearing interest at 12% per annum from the date of sale until paid, and fully due and payable in thirty days. A lien shall be retained on the property as additional security. All delinquent taxes shall be ascertained and paid, but shall be sold subject to the current year ad valorem taxes.

This 20th day of March, 2007.  
Respectfully submitted,  
MAX W. PARKER  
Master Commissioner  
Calloway Circuit Court

**NOTICE**

South 641 Water proposes to make the following revisions to its schedule of charges. The proposed effective date for the changes is June 1, 2007.

	Current	Proposed	%Change
Meter Connection/Tap-On Fees	\$450.00	\$750.00	66%
3/4" X 5/8" Meter	\$500.00	Actual Cost	
1" Meter		Actual Cost	
All Larger Meters	\$350.00	Actual Cost	
Sewer	\$40.00	\$55.00	37%
Customer Water Deposit		\$20.00	
Sewer Customer Deposit		\$30.00	
Returned Check Charge	\$15.00	\$0.00	100%

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Any corporation, association, body politic, or person may, by motion within thirty (30) days after publication of this fee change, request leave to intervene, and the motion shall be submitted to the Public Service Commission, Post Office Box 615, Frankfort, KY 40602, and shall set forth the grounds for the request including the status and interest of the party.

Intervenor may obtain copies of the application and related filings by contacting the water district.

The Water District has available for inspection at its office the proposed changes to its Rules and Regulations. The office is located at 207 Main Street, Hazel, KY 42049.

This notice is published pursuant to 807 KAR 6:011-Tariffs.  
South 641 Water

State of Wisconsin  
Circuit Court Sheboygan County  
Published Notice  
Case Number 07SC0942  
Defendant Name and Address:  
Susan Divito  
6863 Hwy 641, South  
Hazel, KY 42049

You are being sued by ACQUITY A Mutual Ins Co in Small Claims Court. A hearing will be held at the Sheboygan County Courthouse, 615 N 6th St, Sheboygan, WI 53081.

On 5/14/07 at 8:30am or thereafter.  
If you do not appear, a judgment may be given to the person suing you.  
A copy of this claim has been mailed to you at the address above.

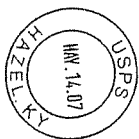
**Classifieds Office Open**  
**7:30am - 5pm Mon - Fri**  
To place your ad call  
**753-1916**

**Notice**  
CHICKEN Salad back!  
Wednesday special.  
Sandra D's, 94 East  
293-3816

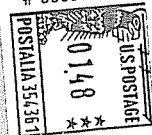
South 641 Water District  
PO Box 126  
Hazel, KY 42014

POST OFFICE

Executive Director  
KY Public Service Commission  
PO Box 615  
Frankfort, KY 40602



# 0000036220



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MAY 16 2007  
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COMMISSION