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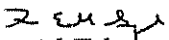
In the Matter of:

FARMDALE DEVELOPMENT CORPORATION)
APPLICATION FOR AN ADJUSTMENT IN) Case No. 2007-00436
RATES PURSUANT TO THE ALTERNATIVE)
RATE FILING PROCEDURE FOR SMALL UTILITIES)

BRIEF OF THE ATTORNEY GENERAL

Respectfully submitted,

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ATTORNEY GENERAL


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Procedural Overview

Farmdale Development Corporation is a public utility providing sewer service to approximately 241 customers. Through a rate adjustment proceeding in Kentucky Public Service Commission Case Number 2006-00028, Farmdale's present monthly base rate for sewer service is a flat rate of \$28.00 per customer.¹

On 3 October 2007, Farmdale filed an application for a change in rates under the PSC alternative rate filing regulation.² Through the application, Farmdale proposes to increase its monthly rate from \$28.00 per customer to \$42.75 per customer, a 52.64% increase.³

On 11 February 2008, the Commission's Staff issued its Report through which it recommended a monthly flat rate of \$30.86 per customer.⁴ Thereafter, following comments and additional evidence, on 5 April 2008, the Commission's Staff issued an Amended Staff Report through which it now recommends a flat monthly rate of \$31.09 per customer.⁵

The Attorney General is, essentially, in complete agreement with the Staff Report and Amended Staff Report and urges the Commission to set a flat monthly rate of \$31.41 per customer.⁶ In support, he notes the following:

¹ As authorized by the Commission's 11 April 2007 Order in Case No. 2006-00028, Farmdale also charges a monthly surcharge in the amount of \$9.92.

² 807 KAR 5:076.

³ Farmdale Application for Rate Adjustment, page 3.

⁴ 11 February 2008, Staff Report, page 1.

⁵ 5 May 2008, Amended Staff Report, page 1.

⁶ *The Attorney General does not provide comment on uncontested issues or immaterial adjustments. For any issue not expressly addressed through his Brief, the Attorney General urges the adoption of the position of Commission Staff.*

Burden of Proof and Risk of Non-Persuasion

“The burden of proof to show that the increased rate or charge is just and reasonable shall be upon the utility.”⁷ There is no presumption that the rate increase is reasonable, and the applicant bears the risk of non-persuasion.

Applicable Standard for Expenses

Expenses, even those having a minimal effect on operating income, must be borne by the owner of the utility unless such expenses are proven beneficial to ratepayers in furnishing utility service.⁸ There is no presumption that the expense amounts in the application are reasonable. The mere inclusion of an expense amount in an application is wholly unremarkable and compels nothing.⁹

Sludge Hauling Expense

The test period for the application is the twelve months ending 31 December 2006.¹⁰ The test period sludge hauling expense is \$5,450.¹¹ This amount is significantly in excess of the annual sludge hauling expense amounts for the four years preceding the test period.¹²

⁷ KRS 278.190(3).

⁸ *In the Matter of: Notice of Adjustment of Rates of Kentucky-American Water Company*, Case No. 9482, Order, 8 July 1986, page 22; also see *In the Matter of: Adjustment of Rates of Columbia Gas of Kentucky, Inc.*, Case No. 10498, Order, 6 October 1989, page 30.

⁹ KRS 278.190(3); see *In the Matter of: Notice of Adjustment of the Rates of Kentucky-American Water Company*, Case No. 8836, Order, 20 December 1983, page 9 (Burden of proof for the necessity of any change in the approved rates rests entirely with the applicant, and it is not necessary for the Commission or anyone else to prove that the proposed change is inappropriate.); also see *Energy Regulatory Commission v. Kentucky Power*, 605 S.W.2d 46, 50 (Ky.App. 1980)(fact that applicant's evidence is uncontroverted or otherwise un rebutted, unexplained or unimpeached is unremarkable).

¹⁰ Farmdale Application for Rate Adjustment, page 2.

¹¹ 11 February 2008, Staff Report, Attachment A, page 2.

¹² 11 February 2008, Staff Report, Attachment A, page 2.

The actual cost in the test period is the starting point for analyzing the reasonableness of an expense.¹³ However, it is important to make sure that the test period amount reflects a normal, reasonable, ongoing expense amount.¹⁴ Farmdale concedes that its sludge hauling expense varies from year-to-year.¹⁵ A review of the evidence confirms this fact.¹⁶ In this proceeding, the test period amount is clearly an anomaly.¹⁷ Hence, the use of a multi-period average in tandem with a discounting of the unreliable test period result is appropriate to arrive at a reasonable, normal expense amount.

In terms of post-test period known and measurable evidence on the issue of sludge hauling, the total post-test period sludge hauling expense amount is \$4,875 for the period running through 24 June 2008.¹⁸ This amount divided by 17 months yields a monthly sludge hauling expense amount of \$286.76 and an annualized expense amount of \$3,441.18. Unremarkably, this amount falls between the pre-test period four-year average (\$1,800) and the anomalously high test period amount (\$5,450).

Thus, the Attorney General recommends that the Commission increase the Amended Staff Report sludge hauling expense recommendation from \$2,600 to

¹³ Video Record (VR) 6/24/08; 3:27:01.

¹⁴ VR 6/24/08; 3:27:01 to 3:27:26.

¹⁵ Pre-filed Testimony of Carroll F. Cogan, page 9.

¹⁶ See 5 May 2008 Amended Staff Report, Attachment A, pages 2 and 3 (Farmdale sludge hauling expense variations by year for the period 2002 through 2005)

¹⁷ 5 May 2008, Amended Staff Report, Attachment A, page 2 ("These factors suggested to Staff that the sludge hauling expense for 2006 was abnormally high.")

¹⁸ See Pre-filed Testimony of Carroll F. Cogan, page 7 (total cost for 2007 of \$4,250) and Applicant's Hearing Exhibit # 6 (Linda Wood 24 June 2008 e-mail to Nancy Bailey)(sludge hauling attributable thus far in Year 2008 in the total amount of \$625.00).

\$3,441 (which in turn increases the Staff's recommended Total Operating Expense from \$73,570 to \$74,411).

The Attorney General urges the express rejection of the notion that the Commission take into account the phantom bills for loads of hauled sludge in 2007. Martin's Sanitation, during 2007, did not charge for two loads of sludge "because Farmdale allowed Martin's Sanitation to process through the WWTP liquids it generated during the pumping and cleaning of the WWTP's lagoon."¹⁹

There was no separate expense for this activity; accordingly, there is no basis for artificially inflating the actual results. The lack of a direct charge for these loads does not stem from Martin's Sanitation's benevolence. It stems from the bargain that Farmdale struck with Martin's Sanitation, and Farmdale has a responsibility to continue to seek and realize such cost-minimizing arrangements in the future.²⁰ Moreover (and as an independent reason), Farmdale concedes that sludge hauling is a variable expense, and it is inappropriate to artificially inflate a variable expense that has already been normalized through use of a multi-period adjustment.

Fuel/Power for Pumping

Farmdale concedes that fuel/power for pumping is a variable expense.²¹ Indeed, Farmdale additionally concedes that its fuel/power expense for the Year

¹⁹ Pre-filed Testimony of Carroll F. Cogan, page 7.

²⁰ To be clear, Farmdale seeks to include in its costs amounts that it did not have to pay and did not, in fact, pay. The "bills" are wholly fiction.

²¹ Pre-filed Testimony of Carroll F. Cogan, page 9.

2006, the test period, is not normal.²² Yet, Farmdale maintains that “the most accurate projection of fuel and power costs is the amount actually expended in 2006.”²³ Again, an adjustment is appropriate.

Using the test period actual results as a starting point, Commission Staff appropriately determined that the test period result is abnormally high.²⁴ Utilizing pragmatism to work around the test year anomaly, Commission Staff recommends, using the Year 2005 actual results of \$15,303.²⁵ It is a gracious recommendation and adjustment given that the actual known and measurable post-test period fuel and power costs for the Year 2007 is \$14,570.81.²⁶

The 2005 and 2007 results in tandem with Farmdale’s concession confirm that the test period expense amount is unreliable. The Attorney General recommends the adoption of the Commission Staff’s position. The approach produces a reasonable, normal expense amount for establishing rates. While in future cases, the Commission should use a multi-period approach for determining this expense, in the present case the 2007 evidence would not increase the expense amount. There is no harm to Farmdale.

Farmdale also seeks to engage in retroactive ratemaking by gaining rate recovery “as a nonrecurring expense the amount of \$3,847, the difference

²² Farmdale’s Written Comments to Staff’s Report on Farmdale Development Corporation (21 February 2008), page 13.

²³ Pre-filed Testimony of Carroll F. Cogan, page 9.

²⁴ 11 February 2008 Staff Report, Attachment A, page 2.

²⁵ 11 February 2008 Staff Report, Attachment A, page 2.

²⁶ Farmdale submits its hypothesis that fuel/power expense for the Year 2008 will be \$15,324.69 (Pre-filed Testimony of Carroll F. Cogan, page 9). The Year 2008 projection does not meet the standard of known and measurable post-test period evidence, and it should be ignored.

between the 2006 electric costs and the 2005 electric costs.”²⁷ First, Farmdale did not seek to establish a deferred debit (a regulatory asset) for this expense amount. Therefore, from a procedural standpoint, Farmdale has long-since defaulted on such an option. For this reason alone, the request should be denied.

Second, Farmdale, which at all times has the burden of proof, does not provide evidence that the amount at issue meets the standards of FASB Statement No. 71, and Farmdale (due to its procedural default) does not provide a prior finding by the Commission that the amount at issue is also material (such that it otherwise warrants the treatment of a capital asset).²⁸

The Attorney General agrees with Farmdale; the test year excess is non-recurring. Thus, it is proper to adjust the test period amount (as Commission Staff has done in this instance). The Attorney General disagrees with Farmdale’s request for retroactive ratemaking.

Agency Collection Fee

The largest expense amount per the application is Farmdale’s Agency Collection fee. Farmdale Development Corporation has a contract with the Farmdale Water District (a separate utility subject to this Commission’s jurisdiction). The Water District performs the billing function for Farmdale Development Corporation and, through the contract, retains 15% of the gross

²⁷ Pre-filed Testimony of Carroll F. Cogan, page 10.

²⁸ In order to point out an additional flaw in the Farmdale request, if the Year 2006 “difference” were a regulatory asset, then it would not simply be added as additional expense to the test period. Instead, it would be amortized over an appropriate number of years. This is an important facet missing from Farmdale’s suggestion.

receipts the Water District collects on behalf of the latter. Thus, under this application, for a monthly rate of \$42.75 per month per customer (exclusive of the surcharge), the corresponding base-level billing expense amount is \$6.41 per month per customer ($\$42.75 \times .15$). With the \$9.92 surcharge, the total per month per customer amount is \$7.90 ($\$52.67 \times .15$). Even for a small utility, this is a remarkably high amount.

As the Staff Report notes, "the proposed billing and collection expense per customer is far higher than that of other jurisdictional utilities around the state who list Agency Collection Fees in their PSC annual reports."²⁹ In recommending a disallowance of Farmdale's \$22,934 amount for this expense,³⁰ the Staff Report questions whether Farmdale has been aggressive in pursuing all reasonable billing and collection alternatives to reduce this cost.³¹ Currently, Farmdale cannot answer that it has exhausted all reasonable alternatives; accordingly, the Commission should accept the Staff Report recommendation for this expense (\$8,097).

One avenue that Farmdale has yet to pursue is a Complaint against the Farmdale Water District.³² The Farmdale Water District is public utility subject to the jurisdiction of this Commission. A water district is a creature of statute. Unlike a KRS Chapter 271B business corporation or a KRS Chapter 273 nonstock

²⁹ 11 February 2008 Staff Report, Attachment A, page 3.

³⁰ Farmdale Application for Rate Adjustment, Exhibit A.

³¹ 11 February 2008 Staff Report, Attachment A, page 4.

³² The Attorney General notes that he does not imply that this is the only remaining option.

nonprofit corporation that may engage in any lawful business,³³ a water district must look to KRS Chapter 74 for the scope of its lawful authority. Clearly, a water district has a narrow grant of authority.

Per KRS 74.070 (Duties and powers of commission):

The commission may acquire and install pipe and water laterals, and operate a water system for any district. The commission shall be a body corporate for all purposes, and **may make contracts for the water district with municipalities and persons for a water supply.** It may prosecute and defend suits, hire necessary employees and do all acts necessary to carry on work (emphasis added).

There is no express authority under KRS 74.070 through which a water district may enter a contract for any purpose other than for a water supply. Thus, under a strict reading of KRS 74.070, the contract is unlawful; however, we will consider, for now, that the contract is lawful.

Per KRS 278.010(3)(d), the definition of a "Utility" includes any person who operates or manages any facility used or to be used for or in connection with:

The diverting, developing, pumping, impounding, distributing, or furnishing of water to or for the public, for compensation.

While the language of KRS 278.010(3)(d) with regard to the furnishing of water to the public does not match, verbatim, the language of KRS 74.070, the intent of KRS 278.010(3)(d) is to cover all of the lawful activity of a water district. KRS 278.015 adds additional confirmation to this reading. Namely, per KRS

³³ See KRS 271B.3-010 (Purposes); KRS 273.167 (Purposes).

278.015, there is no legislative intent for water districts to exercise any authority free of Commission jurisdiction in the absence of an express exemption (such as, for example, KRS 278.023, KRS 278.015(1), or KRS 74.430).³⁴ Otherwise stated, except for an express statutory provision through which the Commission's authority to regulate is restricted, all lawful activity of a water district is subject to the Commission's regulatory jurisdiction.

While there are some exemptions from Commission supervision, there is no such thing as non-statutorily authorized, non-regulated activity for a water district. Hence, if the Farmdale Water District's contract with the Farmdale Development Corporation is lawful, then it is subject to the Commission's jurisdiction including the Commission's power to hear a Complaint.

In *Simpson County Water District v. City of Franklin*, 872 S.W.2d 460, 463 (Ky. 1994), the Supreme Court of Kentucky held that the Public Service Commission has exclusive jurisdiction over utility rates and service, and this jurisdiction extends to a contract through which a municipal utility (an entity whose activities are not otherwise subject to the Commission's jurisdiction) supplies water to a jurisdictional utility. In determining the Commission existence of jurisdiction, the Court expressly rejects the argument that a contract

³⁴ Noteworthy is the fact that each water district power that is not subject to the Commission's jurisdiction has a specific statutory basis underlying the exercise of power.

for the sale of treated water by a city to a jurisdictional utility is the same as the sale of coal to a jurisdictional electric utility by a third-party vendor.³⁵

Basically, just as the sale of treated water by a city to a jurisdictional utility differs from the sale of coal to a jurisdictional utility, the provision of billing service by one jurisdictional utility to another jurisdictional utility is a transaction by contract different from transactions with non-utility vendors when it comes to the issue of this Commission's jurisdiction to review the contractual arrangement and the fairness of the Farmdale Water District's collection fee.

While it is not necessary to address in total this issue for the purposes of this proceeding, it is important to note that the primary grievance of Commission Staff is that the contract through which Farmdale Water District performs collections services produces an inappropriate compensation level. The 15% collection amount as applied to any level of gross receipts is an action or practice that "profoundly and directly affects the" Farmdale Development Corporation's "general revenue level, which is one of the first steps in rate making."³⁶ On its face, this is precisely the type of contractual controversy between utilities that the Court notes the Commission has the exclusive jurisdiction to resolve.

The Attorney General is aware of the Supreme Court of Kentucky's decision in *Boone County Water and Sewer v. Public Service Commission*, 949 S.W.2d 588 (Ky. 1997). The *Boone County* decision, however, is distinguishable. There is

³⁵ *Simpson County*, 872 S.W.2d at 464.

³⁶ *Simpson County*, 872 S.W.2d 464.

nothing in the *Boone County* decision suggesting a retreat or limiting of the Court's holding in the *Simpson County* case that this Commission has the exclusive jurisdiction to resolve a contract complaint between utilities when one of the utilities is a jurisdictional water utility.

Per the Opinion, in *Boone County* the Commission was seeking to exercise authority through regulation of that water and sewer utility's relationship with its retail customers with regard to sewage collection and transportation.³⁷ The Court notes the lack of legislative assignment of such regulatory authority.³⁸ Thus, the Commission could not order the refund of "unpublished [retail] fees."³⁹ There was, however, no claim by the Boone County Water and Sewer District regarding the terms of its contract with the Sanitation District No. 1 of Campbell and Kenton Counties determined by our Supreme Court. Thus, the *Boone County* Opinion is otherwise silent on the issue of the Commission's authority to determine a contract claim between a regulated and non-regulated utility. Hence, the *Simpson County* Opinion is the best guiding precedent. Indeed, under the facts of this proceeding, the basis for jurisdiction is even stronger because both utilities to the contract are jurisdictional utilities.

The Attorney General is also aware of KRS 278.200. Nonetheless, in *Simpson County* the majority of the Court notes that the statute simply confirms

³⁷ *Boone County*, 949 S.W.2d at 589. The Commission took jurisdiction over a complaint by a retail customer against the Boone County Water and Sewer District. Central to the controversy was the applicability of the filed rate doctrine. The filed rate doctrine does not apply in this instance.

³⁸ *Boone County*, 949 S.W.2d at 591.

³⁹ *Boone County*, 949 S.W.2d 588.

that a city relinquishes its exemption to Commission jurisdiction by entering into a contract with a jurisdictional utility.⁴⁰ Here, the water district is already otherwise wholly subject to the Commission's jurisdiction. (There is no need for a separate statute to provide a waiver of an exemption that does not exist.)

The issue for this proceeding is whether Farmdale Development Corporation is taking all reasonable measures to demonstrate that its billing practices and the corresponding expense amounts are appropriate.⁴¹ The Commission Staff has made clear its concern regarding the reasonableness of the contract with the Farmdale Water District, and the Attorney General is in complete agreement with the Commission Staff. The approximate \$7.90 per month per customer amount is extremely high. Farmdale has not pursued all reasonable billing and collection alternatives that include pursuing a remedy regarding the contract via a Complaint with this Commission.

Owner/Manager Fee

The Commission Staff recommends an owner/manager fee of \$6,000.⁴² Farmdale seeks an owner/manager fee of \$9,600.⁴³ The burden is upon

⁴⁰ *Simpson County*, 872 S.W.2d at 463.

⁴¹ To the extent that Farmdale Development Corporation argues that the Commission has approved the 15% billing factor, the argument has two major flaws. First, the Commission Staff's focus is upon the result that the contract produces, namely the total amount for the expense. Hence, while the 15% factor may have produced a reasonable result under a prior rate, it does not follow that the result is *per se* reasonable for any subsequent higher rate. Second, the burden is not upon the Commission to demonstrate that the test year amount for this expense is unreasonable. The burden is upon the applicant to demonstrate reasonableness.

⁴² 11 February 2008 Staff Report, Attachment A, page 2.

⁴³ Pre-filed Testimony of Carroll F. Cogan, page 4.

Farmdale, and Farmdale's evidence is less than persuasive. The Commission should accept the Commission's Staff's recommendation.

Farmdale's bookkeeping is performed by Linda Wood. Farmdale's accounting, including monthly records, annual PSC reports, state and federal tax returns, is through Logsdon & Company.⁴⁴ Martin G. Cogan checks the monthly Discharge Monitoring Reports from Fouser Lab for accuracy, advises the operator [John Ford and Lawrence W. Smither]⁴⁵ regarding the KPDES permit and operational changes that are necessary, and contacts EPPC as to problems and steps being taken for correction. Lawrence W. Smither is an operator of record; further, Smither Consulting is supervising the wastewater treatment plant and work performed by Martin's Sanitation.⁴⁶ All of these people and entities are well-compensated for the services they provide for Farmdale.

The evidence is overwhelming that Farmdale is run through the use of outside services. In order to set a compensation rate for the owner/manager fee, Commission Staff uses a water district commissioner's compensation as a proxy. Bearing in mind that the authorized level of this compensation is the same for the a commissioner of the largest water district as for a commissioner of the smallest water district, it necessarily reflects a level of compensation for duties and

⁴⁴ VR 6/24/08, 11:08:13 and 11:25:05.

⁴⁵ VR 6/24/08, 11:25:35.

⁴⁶ See, for this paragraph, Answers of Farmdale Development Corporation to Commission Staff's First Data Request, Item 15, page 7; also see Affidavit of Lawrence W. Smither, filed 22 April 2008; VR 6/24/08, 11:25:25 (Mr. Cogan is not operator of record.); 6/24/08, 11:25:45 *et seq*

responsibilities that are at least as complex as those of the operator of a single wastewater treatment plant who runs the utility through outside services.

The Commission should ignore Farmdale's discussion of water district commissioners. Farmdale simply uses 4 out of approximately 121 water districts for discussion.⁴⁷ There is no evidence to support the view that these four utilities are representative of the typical water district.⁴⁸ Further, a review of the record of the evidentiary hearing demonstrates that Farmdale's testimonial evidence is less than compelling in that it does not reflect an understanding of basic facts of the four water utilities chosen.⁴⁹ Farmdale's evidence lacks persuasiveness.

When Farmdale's evidence is distilled down to its essence, Farmdale's argument on this point is based on nothing more than a subjective belief that the responsibility for running the average water district is not as great as running Farmdale.⁵⁰ The Commission adjustment has a reasonable basis for setting the owner/manager fee. Farmdale's evidence is simply not persuasive to support an owner/manager fee of \$9,600.

⁴⁷ VR 6/24/08, 11:12:05 and 11:17:20 (The witness did not select or research the water districts.)

⁴⁸ VR 6/24/08, 11:11:14 (The witness did not know how many water districts the Commission regulates.); 11:28:15 (The witness did not know the legal responsibilities of water districts.)

⁴⁹ VR 6/14/08, [beginning at] 11:17:20; including 11:23:20 to 11:24:01 (The witness did not review the annual reports of the four water districts.); 11:24:01 to 11:24:17 (The witness did not make an independent review of the storage or pumping facilities of these districts.)

⁵⁰ VR 6/24/08, 11:19:30 (Mr. Cogan would not trade places with a water district commissioner.)

Interest Expense

The loan on the \$25,000 loan from National City is not for capital improvements but for legal fees, accounting fees, and other bills due.⁵¹ Thus, the loan is for operating expenses, and Commission Staff removes \$2,313 in interest expense corresponding to paying these bills.⁵² The removal is consistent with Commission precedent.

Maintenance of Treatment and Disposal Expenses

The Amended Staff Report recommends annual recovery of the survey of sewer mains and manholes expense amount of \$598.⁵³ This is an amount in addition to the test period total amount of \$4,388 for this expense. The Attorney General supports this recommendation. Farmdale submits argument that the annual expense amount will be \$2,700 rather than \$598.⁵⁴

The burden of proof is on Farmdale to demonstrate why it needs to pay \$2,700 for work that has been done for \$598.⁵⁵ The quote in question is a bare bones statement that the vendor will provide some level of service for \$2,700 annually. There is no second bid for comparison. There is no demonstration as to why Farmdale is not able to provide this work or some portion of this work through its existing contracts.

⁵¹ Answers of Farmdale Development Corporation to Commission Staff's First Data Request, Item 11, page 5.

⁵² 11 February 2008, Staff Report, Attachment A, pages 4 and 5.

⁵³ 5 May 2008, Amended Staff Report, Attachment A, page 2.

⁵⁴ Pre-filed Testimony of Carroll F. Cogan, page 10, (\$1,000); Attachment F.

⁵⁵ See, for Commission Staff discussion of this point, VR 6/24/08; 3:25:10.

WHEREFORE, the Attorney General submits his Brief and asks that the Commission adopt the positions of Commission Staff as further adjusted by the recommendations of this Brief. The Commission should permit a recommended revenue increase of \$9,865,⁵⁶ and establish a per month per customer base rate of \$31.41.⁵⁷

⁵⁶ Total Operating Expense of \$74,411 / .88 = \$84,558. \$84,588 plus Recommended Interest Expense of \$6,283 = \$90,841 in Revenue Requirement. \$90,841 minus Normalized Revenue of \$80,976 yields a Recommended Revenue Increase of \$9,865.

⁵⁷ \$90,841 / 12 = \$7,571. \$7,571 / 241 = \$31.41.

Certificate of Service and Filing

Counsel certifies the filing of the original and ten photocopies of this Brief by hand-delivery to Stephanie L. Stumbo, Executive Director, Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40601. Further, counsel certifies the mailing of a true and correct of the same, first class postage prepaid, to: Wilma Adkins, 271 Cherry Lane, Frankfort, KY 40601; Deborah Deimel, 276 Cherry Lane, Frankfort, KY 40601; Gabe & Brook Jenkins, 127 Strawberry Lane, Frankfort, KY 40601; Bobby Anderson, 136 Strawberry Lane, Frankfort, KY 40601; Elizabeth Baker, 264 Cherry Lane, Frankfort, KY 40601; Robert Berme, 109 Stable Lane, Frankfort, KY; 40601; Ursula Burchett, 123 Strawberry Lane, Frankfort, KY 40601; Archie Chaney, 266 Cherry Lane, Frankfort, KY 40601; Carroll F. Cogan, President, Farmdale Development Corporation, 1706 Bardstown Road, Louisville, KY 40205; Angela Drane, 128 Strawberry Lane, Frankfort, KY 40601; Linda E. Ethington, 5698 Louisville Road, Frankfort, KY 40601; Peggie S. Gardner, 185 Briarwood Drive, Frankfort, KY 40601; Kenny & Marilyn Glass, 223 Briarwood Drive, Frankfort, KY 40601; Stephane Haerel, 259 Cherry Lane, Frankfort, KY 40601; Michelle Hartman, 958 Green Wilson Road, Frankfort, KY 40601; Robert L. King, 254 Cherry Lane, Frankfort, KY 40601; Chris Lee, 288 Cherry Lane, Frankfort, KY 40601; Albert Loman, 102 Stable Lane, Frankfort, KY 40601; Garry Lucas, 344 Farmers Lane, Frankfort, KY 40601; Randall Mills, 114 Briar Wood, Apt. 2, Frankfort, KY 40601; Robert C. Moore, Hazelrigg & Cox, LLP, P.O. Box 676, Frankfort, KY 40602; Kenard Corele, 270

Cherry Lane, Frankfort, KY 40601; Leslie Hyatt, Cherry Lane, Frankfort, KY 40601; Barbara J. Pulliam, 284 Cherry Lane, Frankfort, KY 40601; Dixie Rash, 103 Stable Lane, Frankfort, KY 40601; Cindy Thomas, 275 Cherry Lane, Frankfort, KY 40601; Joe Ray, 113 Stable Lane, Frankfort, KY 40601; Joseph Tyson, 281 Cherry Lane, Frankfort, KY 40601; Carolyn Rayborn, 132 Strawberry Lane, Frankfort, KY 40601; Samuel A. Wiley, 114 Strawberry Lane, Frankfort, KY 40601; Amber Skirvin, 260 Cherry Lane, Frankfort, KY 40601; Carey Wilson, 105 Stable Lane, Frankfort, KY 40601; Mr. Elva Slone, 974 Green Wilson Rd. , Frankfort, KY 40601; Mark Wilson, 287 Cherry Lane, Frankfort, KY 40601; Tom Wise, 107 Stable Lane, Frankfort, KY 40601; Jacqueline Taylor, 115 Stable Lane, Frankfort, KY 40601; and Robin Taylor, 263 Cherry Lane, Frankfort, KY 40601. These actions took place this 9th day of July 2008.


Assistant Attorney General