

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ROBERT HAWKINS)	
)	
COMPLAINANT)	
)	
V.)	CASE NO. 2013-00017
)	
FOUNTAIN RUN WATER DISTRICT)	
)	
DEFENDANT)	

COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION
TO FOUNTAIN RUN WATER DISTRICT

Fountain Run Water District ("Fountain Run"), pursuant to 807 KAR 5:001, shall file with the Commission the original and eight copies of the following information with a copy to all parties of record. The information requested herein is due on or before June 19, 2013. Responses to requests for information shall be appropriately bound, tabbed and indexed. Each response shall include the name of the witness responsible for responding to the questions related to the information provided.

Each response shall be answered under oath or, for representatives of a public or private corporation or a partnership or association or a governmental agency, be accompanied by a signed certification of the preparer or person supervising the preparation of the response on behalf of the entity that the response is true and accurate to the best of that person's knowledge, information, and belief formed after a reasonable inquiry.

Fountain Run shall make timely amendment to any prior response if it obtains information which indicates that the response was incorrect when made or, though correct when made, is now incorrect in any material respect. For any request to which Fountain Run fails or refuses to furnish all or part of the requested information, Fountain Run shall provide a written explanation of the specific grounds for its failure to completely and precisely respond.

1. State whether Fountain Run continued to bill the Complainant for sewer service at 212 Main Street, Fountain Run, Kentucky, after it discontinued water service to the Complainant at that address.

2. State whether Fountain Run is continuing to bill the Complainant for sewer service at 212 Main Street, Fountain Run, Kentucky.

3. State whether the only source of water to 212 Main Street, Fountain Run, Kentucky is Fountain Run's water distribution system. If not, describe the other water sources that are available to serve the property.

4. Provide a copy of the executed contract between Fountain Run and Robert Hawkins for sewer service.

5. State when Fountain Run began providing water service to the Complainant at 212 Main Street, Fountain Run, Kentucky.

6. State when Fountain Run began providing sewer service to the Complainant at 212 Main Street, Fountain Run, Kentucky.

7. State the date Fountain Run discontinued water service to the Complainant at 212 Main Street, Fountain Run, Kentucky and the reasons for discontinuing water service.

8. Provide the billing records for water and sewer service that Fountain Run provided to 212 Main Street, Fountain Run, Kentucky, for the period from January 1, 2005 to present.

9. Provide all correspondence between Fountain Run and the Complainant regarding water or sewer service to 212 Main Street, Fountain Run, Kentucky.

10. Provide the minutes of each meeting of Fountain Run's Board of Commissioners since January 1, 2000 in which Fountain Run's commissioners discussed Fountain Run's policies regarding billing for sewer service after a customer has discontinued water service.

11. State the number of Fountain Run customers who are currently being billed for sewer service and who previously received water service from Fountain Run but have discontinued their water service.

12. State the number of Fountain Run customers who are currently being billed for sewer service and who are not connected to Fountain Run's water distribution system.

13. List and describe the circumstances under which a Fountain Run customer may discontinue sewer service.

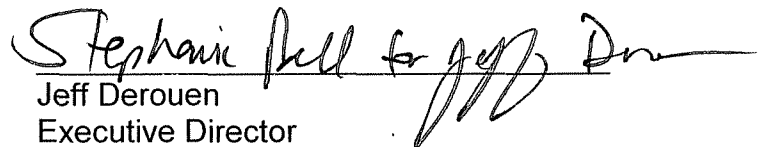
14. Assume that a Fountain Run customer who receives sewer service wishes to discontinue sewer service. Describe the action that customer must take to discontinue sewer service.

15. State the reasons why assessing the Complainant for sewer service is reasonable when no water service is available to the property.

16. Identify the sections of Fountain Run's contract with the Complainant that supports its position that sewer charges will continue to accrue even when water service has been discontinued.

17. State whether Fountain Run currently uses the contract form that is found in its filed rate schedules and is attached to this Request as Exhibit A.

18. State the minimum term of service to which an applicant for sewer service must agree in order to obtain sewer service from Fountain Run.



Jeff Derouen
Executive Director
Public Service Commission
P.O. Box 615
Frankfort, Kentucky 40602

DATED: MAY 22 2013

cc: Parties of Record

Exhibit A

SEWER USER AGREEMENT

For Fountain Run Water Dist Sewer Service

This agreement entered into between _____

hereinafter called "user", and the Fountain Run

Water District, hereinafter called the "District."

WITNESSETH

Whereas, the user desires to use the sewer services of the District, and to enter into a sewer users agreement as required by the Bylaws of the District.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The District shall furnish, subject to the limitations set out in its Bylaws and Rules and Regulations now in force or as hereafter amended, a sewer system in connection with users occupancy of the following described property:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 25 1993

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

The user agrees to grant to the District, its ~~successors and assigns~~ *successors and assigns* a perpetual easement on the above described property ~~PUBLIC SERVICE COMMISSION MANAGER~~ constructing and installing sewer line and appurtenant facilities; and thereafter for the purpose of operating the sewer system; and also use adjoining land for the purpose of ingress and egress from the above described land.

Wastewater effluent discharge into the public sewer system shall only be made through an approved septic tank maintained by the District.

Connection Fees

- A. Each domestic and commercial applicant for public sewer service will be required to pay a connection fee of \$300.00, plus all costs and other expenses incident to installation of the "building sewer", including septic tank. The connection fee shall be paid to the District at same time application for "building sewer" permit is filed.
- B. However, said connection fees and the septic tank portion of building sewer cost will not be required for connections made as a part of the basic public sewer construction contract, and the user connects to the public sewer. The user shall commence to use the sewer services upon notice that the sewer service is available.

The user agrees to comply with the Bylaws, Rules and Regulations of the District, now in force, or hereinafter duly and legally supplemented, amended or changed. The user also agrees to pay sewer charges at such rates, time and place as shall be determined by the District, and agrees to the imposition of such penalties for noncompliance as are now set out in the District's Bylaws and Rules and Regulations, or which may be hereafter adopted and imposed by the District. The monthly rates will be reasonable and the user shall comply with all rates, rules and regulations of the District which are approved by the Public Service Commission of Kentucky.

The District shall have final authority on any questions of location of any service line connection to this sewer system; and may shut off water to a user who allows a connection or extension to be made to such sewer lines for the purpose of supplying sewer service to another user.

The user shall install and maintain, at user's expense, service lines on users property and all other devices necessary to deposit user's sewage into the District's sewer. Service line material and installation must be in accordance with the State Plumbing Code as administered by the Division of Plumbing, Department of Housing, Building and Construction. All work is to be inspected by a representative of the District before the service line is backfilled. The user shall keep the service line and appurtenance in good working condition at all times and keep any infiltration from entering the service line. The user shall not deposit sewage in such a manner as to cause unusual fluctuations or disturbances to District's system. The District will use reasonable diligence in supplying sewer services, but shall not be liable for breach of contract in the event of injury, damage to persons or property, or for loss resulting from interruptions in service. The service connection supplied by the District for the user has a definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of the District. Failure to give notice of additions or changes in load and to obtain the District's consent for same, shall render the user liable for any damage to any of the District's lines or equipment caused by the additional or changed installation.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 25 1993

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: *[Signature]*

[Handwritten mark]

The user shall connect sewer service lines to the District's sewer system and shall commence to use sewer services of the system on the date sewer service is made available to the user by the District. Sewer user charges to the user shall commence on the date service is made available, regardless of whether the user connects to the system.

It is mutually understood and agreed upon that the failure of a user to pay sewer service charges duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment within ten days from the date will be subject to a penalty of ten percent of the delinquent account.
2. Nonpayment within thirty days from the due date will result in the water being shut off from the user's property.
3. In the event it becomes necessary for the District to shut off the water from a user's property, a fee of \$20.00 will be charged for a reconnection of the service. The user will also be required to pay all delinquent accounts and pay the minimum sewer and water bill for the time the water meter was disconnected, unless otherwise agreed to in writing.

If the sewer system is constructed, and the user's property covered by this Agreement is not reached by the District's sewer line, the connection fee will be fully refunded to the user. Construction of sewer lines to serve the property covered under this Agreement depends upon feasibility, availability of funds for construction and approval of all local, State and Federal agencies having jurisdiction over this type of facility.

THE DISTRICT DOES NOT GUARANTEE SEWER SERVICE TO THE USER.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 19 _____

ATTEST:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
USER EFFECTIVE

MAY 25 1993
FOUNTAIN SPRING WATER DISTRICT
SUBJ. TO 807 KAR 5:011,
SECTION 9 (1)

BY: *[Signature]*
CHAIRMAN, COMMISSION MANAGER

Robert Hawkins
11872 Holland Road
Scottsville, KENTUCKY 42164

Wes Stephens
Monroe County Attorney
215 N. Main Street
Tompkinsville, KENTUCKY 42167

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