

# FOUNTAIN RUN WATER DISTRICT

226 Main Street, P.O. Box 118  
Fountain Run, Kentucky 42133  
Phone: 270-434-4080  
Fax: 270-434-4081

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

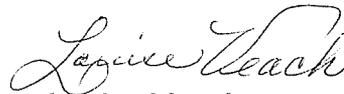
RECEIVED  
JUN 17 2013  
PUBLIC SERVICE  
COMMISSION

RE: Case No. 2013-00017

Enclosed is the data requested from Fountain Run Water District in the above case it includes one (1) original and eight (8) copies.

If you need further assistance, please contact our office at (270) 434-4080

Sincerely,



Louise Veach  
Office Manager  
Fountain Run Water District

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties



*Fountain Run Water District #1*

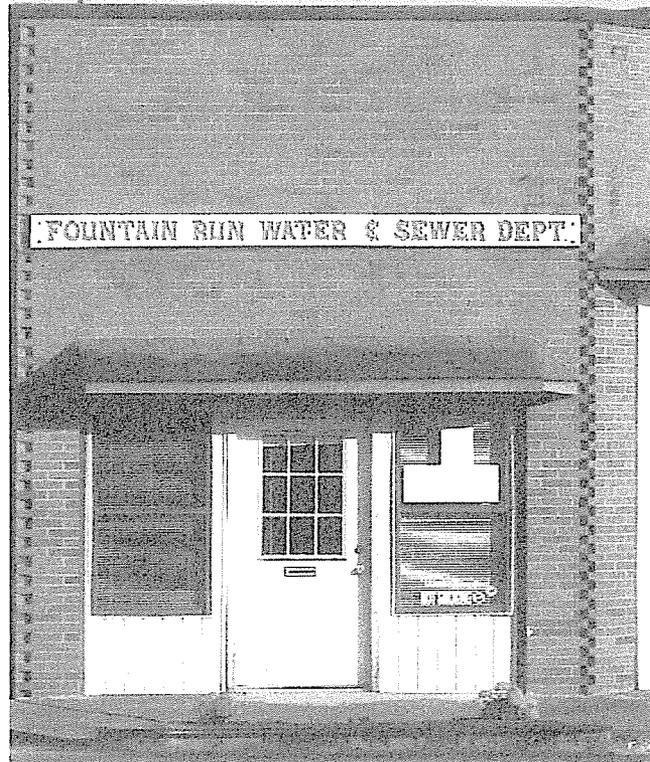
ORIGINAL

*Sewer Division*

RECEIVED

JUN 17 2013

PUBLIC SERVICE  
COMMISSION



*Robert Hawkins*

*Vs.*

*Fountain Run Water District*

*Case No. 2013-00017*

This information was prepared on behalf of the entity and the response is true and accurate to the best of our knowledge, information, and belief formed after a reasonable inquiry.

X *Louise Veach*

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Louise Veach  
supervising the preparation

X *Lora Stinson*

---

Lora Stinson  
Preparer

## *Index*

Section A: Sewer Service Contract

Section B: Billing Records January 2005-Present

Section C: All Correspondence

Section D: Minutes of FRWD Board of Commissioners

Section E: City Ordinance

Section F: Regulation No. 86-1

Section G: Signed Contract between Complainant and FRWD

Section H: Current Sewer Contract with PSC approval

# FOUNTAIN RUN WATER DISTRICT

226 Main Street, P.O. Box 118  
Fountain Run, Kentucky 42133  
Phone: 270-434-4080  
Fax: 270-434-4081

May 30, 2013

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

RE: Case No. 2013-00017

Dear Mr. Derouen,

Please accept this as the Fountain Run Water District's response in the above-captioned matter. Any questions related to the information provided should be directed to witness, Louise Veach.

I am attaching the following in response to the original request:

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.

**Reply:** No, the Fountain Run Water District did not "continue" to bill the Complainant at 212 Main Street, Fountain Run, Kentucky, after it discontinued water service. However, the Complainant was billed for one month of usage in November 2007 at his request that the water is turned back on to check for leaks. The Fountain Run Water District commenced to continuance billing in January 2009 after it was brought to our attention that the mistake in not billing the Complainant had been made.

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

**Reply:** Yes, the Fountain Run Water District 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.

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties



RE: Case No. 2013-00017

**Reply:** To the best of our knowledge, there is no other water source to 212 Main Street, Fountain Run Kentucky other than Fountain Run's water distribution system.

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

**Reply:** See Tab "A" 3-pages

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

**Reply:** Mr. Hawkins signed our users' agreement for water service on July 31, 2001. He received his first bill in September 2001. Due to our billing practices our billing stays a month behind, which explains the interval of time between the signing of the contract and the first billing cycle.

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

**Reply:** Mr. Hawkins signed our users' agreement for sewer service on July 31, 2001. He received his first bill in September 2001. Due to our billing practices our billing stays a month behind, which explains the interval of time between the signing of the contract and the first billing cycle.

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.

**Reply:** The last time that the water was discontinued was in November 2007 and that was due to the Complainant's request. The water was only turned on for a short period of time so that the building at 212 Main Street, Fountain Run Kentucky could be checked for leaks. The first time the water was discontinued was in June 2003 and that was due to Mr. Hawkins request also.

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.

**Reply:** See Tab "B" 4 -pages

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

**Reply:** See Tab "C" 104-pages



RE: Case No. 2013-00017

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.

**Reply:** See Tab "D" 16-pages

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.

**Reply:** There are currently 19 customers, including 212 Main Street, Fountain Run Kentucky, that are being billed for sewer service, as of May 1, 2013. These customers previously received water service from Fountain Run but have discontinued this particular service at this time.

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.

**Reply:** We currently have one (1) customer that is being billed for sewer service and they are not connected to Fountain Run's water distribution system. This residence has a well from which they receive their water.

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

**Reply:** As long as there is a usable dwelling located in the city limits of Fountain Run that has a sewer connection, a sewer bill must be paid. See Tab "E" 4-pages and Tab "F" 18-pages

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.

**Reply:** The customer must request in writing that he wishes for the sewer lines to be severed. All delinquent bills must be paid and at which time said dwelling wishes to reconnect, all reconnection will be at the owner's expense.

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

**Reply:** There is water service available to the property in question.



RE: Case No. 2013-00017

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.

**Reply:** See highlighted portion on page three (3) of three (3) page Agreement behind Tab "G"

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.

**Reply:** Yes, Fountain Run currently uses the contract that is filled with and was approved by the Public Service Commission, effective date May 25, 1993. See Tab "H" 3-pages

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.

**Reply:** The property owner will perpetually be billed for sewer service as long he/she owns the property. See Tab "E" 4-pages and Tab "F" 18-pages



Cc: Parties of Record

Robert Hawkins  
11872 Holland Rd  
Scottsville KY, 42164

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

Public Service Commission  
211 Sower Blvd  
P.O. Box 615  
Frankfort KY, 40602-0615

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties

SEWER USER AGREEMENT

This agreement entered into between The Cross Roads Cafe 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:

(Rest. on Main St.)

The user agrees to grant to the District, its successors and assigns a perpetual easement on the above described property for the purpose of 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.

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 21 day of July, 1988

[Signature]  
USER

ATTEST:

[Signature]

FOUNTAIN RUN WATER DISTRICT

BY:

[Signature]  
CHAIRMAN

<p><b><u>2004</u></b>          January          February          March          April          May          June          July          August          September          October          November          December</p>	<p><b><u>Regular Bill with State Tax</u></b></p> <p><b>NO SEWER BILL SENT</b></p>	<p><b><u>Late Penalty</u></b></p> <p><b>IN THIS CALANDER</b></p>	<p><b><u>Balance Due</u></b></p> <p><b>YEAR</b></p>
<p><b><u>2005</u></b>          January          February          March          April          May          June          July          August          September          October          November          December</p>	<p><b><u>Regular Bill with State Tax</u></b></p> <p><b>NO SEWER BILL SENT</b></p>	<p><b><u>Late Penalty</u></b></p> <p><b>IN THIS CALANDER</b></p>	<p><b><u>Balance Due</u></b></p> <p><b>YEAR</b></p>
<p><b><u>2006</u></b>          January          February          March          April          May          June          July          August          September          October          November          December</p>	<p><b><u>Regular Bill with State Tax</u></b></p> <p><b>NO SEWER BILL SENT</b></p>	<p><b><u>Late Penalty</u></b></p> <p><b>IN THIS CALANDER</b></p>	<p><b><u>Balance Due</u></b></p> <p><b>YEAR</b></p>

Fountain Run, Kentucky  
 'Crossroads of Three Counties'



Fountain Run Water District  
 Serving Allen, Barren, and Monroe Counties



6. A copy of all correspondence on the matter of Crossroads Café' sewer billing. Please include any legal submissions to Wes Stephens and FRWSD council.

**REPLY:** Objection. Any response would violate the attorney-client privilege.

7. A copy of the minutes for the November 2012 and December 18, 2012 FRWSD Board meetings.

**REPLY:** See two (2) page Exhibit "E "

8. A written explanation and rationale for the sewer billing.

**REPLY:** See Sewer User Agreement attached as Exhibit "C"

9. A written explanation of any records omission that you cannot or will not provide.

**REPLY:** All requests have been fulfilled.

If you need any additional information, do not hesitate to contact me at the number shown above.

Thank you for your prompt attention to this matter.

Sincerely,



Wes Stephens

cc: Robert Hawkins  
11872 Holland Road  
Scottsville, KY 42164

Fountain Run Water District  
PO Box 118  
Fountain Run, KY 42133-0118

**WES STEPHENS**

**Monroe County Attorney**

**215 N. Main Street**

**Tompkinsville, KY 42167**

**Telephone 270/487-6303**

**Facsimile 270/487-1013**

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March 22, 2013

Michelle Harrison  
Attorney General's Office  
VIA Facsimile only: (502) 564-6801

In Re: Log Number 201300077

Dear Michelle Harrison:

Please accept this as the Fountain Run Water District's response in the above-captioned matter.

I am attaching the following in response to the original request:

1. A complete roster of Board Members and all employees of FRWSD:

**REPLY:** See Exhibit "A"

2. A complete payroll for FRWSD monthly or yearly:

**REPLY:** See eleven (11) page Exhibit "B"

3. A complete list of every FWRSD user who has or is being billed for sewer even though water is disconnected since 2000

**REPLY:** There are no customers who are being billed for sewer who have had there water disconnected since 2000.

4. A copy of the original contract signed by the original owners of 212 Main Street Fountain Run at the time the sewer was originally installed.

**REPLY:** See seven (7) page Exhibit "C"

5. A complete billing history of 212 Main Street from time septic/sewer was installed.

**REPLY:** See Twelve (12) page Exhibit "D"

**Official notice of dispute of billing practice from Robert Hawkins formerly Crossroads café to Fountain Run Water Sewer District as it pertains to the property at 212 Main street Fountain Run ky.**

**This is an official notice that I dispute the legal authority of continuous sewer billings at My 212 main st. property and request that your official council notify me in writing with the rationale and rules or regulations set forth by public service commission and the FRWSD tarrif that allows for this practice.**

**According to PSC you are required to provide a written explanation and a public hearing within a set amount of time before you may proceed with any legal action.**

**You may mail these documents at the billing address on file**

**On this day 12/19/12**

**OFFICIAL RECORDS REQUEST**

12/19/12

This document is a request for certain public records in the possession of Fountain Run Water Sewer District. According to administrative regulations set forth by KRS and PSC 3 days is the allotted time period to provide these records and that all FWRSD records are free and open to the public

1. A complete roster of Board members and all employees of FRWSD.
2. A complete payroll for FRWSD monthly or yearly
3. A complete list of every FRWSD user who has or is being billed for sewer even though water is disconnected since 2000.
4. A copy of the original contract signed by the original owners of 212 main st. Fountain Run at the time sewer was originally installed.
5. A complete billing history of 212 main st. from time septic/sewer was installed.
6. A copy of all correspondence on the matter of Crossroads café sewer billing. Please include any legal submissions to Wes Stephens and FRWSD council.
7. A copy of the minutes for the November 2012 and December 18, 2012 FRWSD Board meetings.
8. A written explanation and rationale for the Sewer billing.
9. A written explanation of any records omission that you cannot or will not provide.

Please sign and date so we may both have a receipt and a time marker for this request.

crossroads cafe - Yahoo! Mail

Page 1 of 1



crossroads cafe

Thursday, November 1, 2012 1:36 PM

From: "Jennifer Hawkins" <jewsharp@msn.com>

To: wslaw42167@yahoo.com

1 File (458KB)



hallowee...

2708061168  
2706225095

Hello,

Here is the information we discussed on the phone. I have included a picture of the cancelled check and will forward the PSC information also.

I would like to point out that I requested service disconnection at the time of this check and by the Fountain Run water districts tariff document Crossroads Cafe should have been discontinued from service within 3 days. I would also like to point out that by the same charter that after 30 days of non payment service should have been discontinued and no further charges applied. I will be glad to provide any information you need to resolve this issue. I will close by stating that I do not owe this bill and that this is an error on the part of the water district and a violation of the charter which permits its operation. If you have any questions as to the Public Service Commission please contact Jenny Smith.

Thank you I will look forward to speaking to you.

Account 205363200

Page 4 of 8

# Tax Records



ROBERT HAYMONS (09/05)  
11872 HOLLAND RD #70622-1056  
SCOTTSDALE, KY 4164

900

Date 11-16-07

299

Pay to the Order of FT Per 20

Three Dollars 29/100 \$ 33.29

SOUTH CENTRAL BANK  
FOUNTAIN HILL, KY 41150

For Rest of Bill

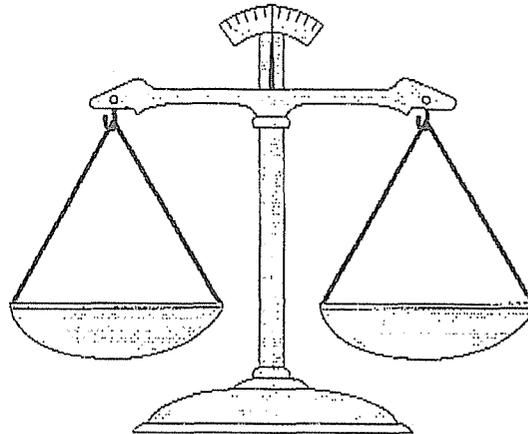
RECEIVED  
NOV 26 2007  
COMMERCIAL BANK

Check 299, Amount \$33.29 Date 11/26/2007

Pay to the Order of

For

**WES STEPHENS  
ATTORNEY AT LAW  
215 N. MAIN STREET  
TOMPKINSVILLE, KY 42167  
PH (270) 487-6303  
FAX (270) 487-1013**



**TELEFAX INFORMATION SHEET**

**DATE:** 11-2-2012  
**TO:** Louise Veach  
**FIRM:** Fountain Run Water District  
**FAX NO.:** 270-434-4081  
**CITY/STATE:** Fountain Run, KY  
**IN RE:** Cross Roads Café  
**Total Number of Pages (including information sheet):** 2

**COMMENTS:**

Louise, attached please find a copy of the email as well as a copy of the check that Robert Hawkins sent to me yesterday. Mr. Hawkins claims that he asked to be disconnected at the end of 2007 and that he has contacted the Water District numerous times concerning this bill. Please let me know what you know about this situation.

If you have problems receiving this transmission, please call Wes (270) 487-6303.

Official notice of dispute of billing practice from Robert Hawkins formerly Crossroads café to Fountain Run Water Sewer District as it pertains to the property at 212 Main street Fountain Run ky.

This is an official notice that I dispute the legal authority of continuous sewer billings at My 212 main st. property and request that your official council notify me in writing with the rationale and rules or regulations set forth by public service commission and the FRWSD tarrif that allows for this practice.

According to PSC you are required to provide a written explanation and a public hearing within a set amount of time before you may proceed with any legal action.

You may mail these documents at the billing address on file

On this day 12/19/12

October 30, 2012

Cross Roads Café  
c/o Robert Hawkins  
11872 Holland Road  
Scottsville, KY 42164

**Notice Under the Fair Debt Collections Act**

Pursuant to 15 USCS 1692g(a), take notice that:

- 1) The amount of the claimed debt is: \$944.52.
- 2) Fountain Run Water District is the creditor to whom the debt is owed.
- 3) Unless Cross Roads Cafe, within thirty days after the receipt of this notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector, Wes Stephens, Monroe County Attorney.
- 4) If Cross Roads Cafe notifies Wes Stephens in writing within the thirty day period that the debt, or any portion thereof, is disputed, Wes Stephens will obtain verification of the debt or a copy of a judgment against Cross Roads Cafe and a copy of such verification or judgment will be mailed to Cross Roads Cafe by Wes Stephens.
- 5) If Cross Roads Cafe makes a written request within the thirty day period, Wes Stephens will provide Cross Roads Cafe with the name and address of the original creditor, if different from the current creditor.
- 6) Be advised that under U.S.C. Section 1692 (e) (11), Wes Stephens is a debt collector that is attempting to collect a debt and that any information obtained from you or otherwise will be used for that purpose.



WES STEPHENS  
Monroe County Attorney  
215 N. Main Street  
Tompkinsville, KY 42167  
(270) 487-6303 Telephone  
(270) 487-1013 Facsimile

**WES STEPHENS**

**Monroe County Attorney**

**215 N. Main Street**

**Tompkinsville, KY 42167**

**Telephone 270/487-6303**

**Facsimile 270/487-1013**

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**October 30, 2012**

Cross Roads Café  
c/o Robert Hawkins  
11872 Holland Road  
Scottsville, KY 42164

RE: Fountain Run Water District

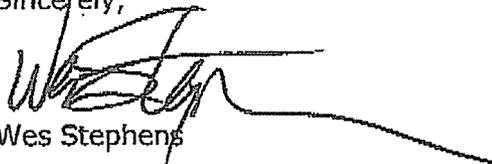
Dear Mr. Hawkins:

Please be advised that as part of my duties as County Attorney, I represent the Fountain Run Water District in regards to a past due account in your name. The account is past due and you now owe the sum of \$944.52. Please be advised that unless arrangements are made to pay this debt within ten (10) days, we will file a collection action in Monroe District Court and pursue all legal avenues to collect the debt.

Please do not ignore this letter as it involves very important financial interests that you owe. Please call my office and hopefully we can work out some arrangement to have you repay this amount.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION GAINED WILL BE USED FOR THAT PURPOSE.**

Sincerely,



Wes Stephens

WS:ttt

K:\WP51\Collections\Monroe County Water District\CROSS ROADS CAFE LETTER.wpd

<b>2013</b>	<b>Regular Bill with State Tax</b>		<b>Late Penalty</b>		<b>Balance Due</b>
January	19.93	(18.80 + 1.13)	1.99	(21.92)	1,010.28
February	19.93	(18.80 + 1.13)	1.99	(21.92)	1,032.20
March	19.93	(18.80 + 1.13)	1.99	(21.92)	1,054.12
April	19.93	(18.80 + 1.13)	1.99	(21.92)	1,076.04
May	19.93	(18.80 + 1.13)	1.99	(21.92)	1,097.96
June	19.93	(18.80 + 1.13)	1.99	(21.92)	1,119.88

Fountain Run, Kentucky  
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Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties



<b>2010</b>	<b>Regular Bill with State Tax</b>		<b>Late Penalty</b>		<b>Balance Due</b>
January	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$221.16
February	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$243.08
March	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$265.00
April	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$286.92
May	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$308.84
June	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$330.76
July	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$352.68
August	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$374.60
Sept	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$396.52
October	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$418.44
Nov	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$440.36
Dec	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$462.28
<b>2011</b>	<b>Regular Bill with State Tax</b>		<b>Late Penalty</b>		<b>Balance Due</b>
January	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$484.20
February	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$506.12
March	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$528.04
April	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$549.96
May	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$571.88
June	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$593.80
July	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$615.72
August	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$637.64
Sept	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$659.56
October	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$681.48
Nov	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$703.40
Dec	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$725.32
<b>2012</b>	<b>Regular Bill with State Tax</b>		<b>Late Penalty</b>		<b>Balance Due</b>
January	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$747.24
February	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$769.16
March	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$791.08
April	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$813.00
May	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$834.92
June	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$856.84
July	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$878.76
August	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$900.68
Sept	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$922.60
October	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$944.52
Nov	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$966.44
Dec	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$988.36

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties

<b>2007</b>	<b><u>Regular Bill with State Tax</u></b>	<b><u>Late Penalty</u></b>	<b><u>Balance Due</u></b>
January			
February			
March			
April			
May			
June			
July			
August			
Sept			
October			
Nov	\$12.26(water) \$18.80 + \$1.86	<b>Final Bill</b>	(\$33.29 paid)
Dec			
<b>2008</b>	<b><u>Regular Bill with State Tax</u></b>	<b><u>Late Penalty</u></b>	<b><u>Balance Due</u></b>
January			
February			
March			
April			
May			
June	<b>NO SEWER BILL SENT</b>	<b>IN THIS CALANDER</b>	<b>YEAR</b>
July			
August			
Sept			
October			
Nov			
Dec			
<b>2009</b>	<b><u>Regular Bill with State Tax</u></b>	<b><u>Late Penalty</u></b>	<b><u>Balance Due</u></b>
January	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$38.08 Credit
February	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$18.15 Credit
March	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$3.77
April	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$23.88
May	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$45.80
June	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$67.72
July	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$89.64
August	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$111.56
Sept	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$133.48
October	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$155.40
Nov	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$177.32
Dec	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$199.24

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties





TOTAL GROSS EARNINGS FOR YEAR

OLD AGE PENSION ACCUMULATION TO DATE

REVISED NOV. 1964  
FEDERAL SYSTEMS  
MAIN ST., PIQUA, OHIO 45356

INDIVIDUAL PAYROLL RECORD

MONTHLY WEEKLY HOURLY RATE	HOURS PER WEEK	TYPE OF WORK	DATE OF BIRTH	RESIDENT OF STATE	SINGLE	MARRIED	NUMBER DEPENDENTS	MALE	FEMALE	SOCIAL SECURITY NO.	NAME	ADDRESS	CITY	STATE	EXEMPTIONS CLAIMED	PUT ON	PAID OFF	REASON PAID OFF	QUIT	REDUCTION	SICKNESS	DISCHARGED	MEMO	
																								WEEK ENDING
1-4-13	25																							
1-11-13	25																							
1-25-13	25																							
2-1-13	25																							
2-5-13	25																							
2-20-13	25																							
3-1-13	25																							
QUARTERLY TOTAL																								

2013

Volstead Page 11



TOTAL GROSS EARNINGS FOR YEAR \_\_\_\_\_

OLD AGE PENSION ACCUMULATION TO DATE \_\_\_\_\_

REVISED NOV. 1968  
FEDERAL SYSTEMS  
MAIN ST., PIQUA, OHIO 45356

INDIVIDUAL PAYROLL RECORD

2013

MONTHLY WEEKLY HOURLY RATE	HOURS PER WEEK	TYPE OF WORK	DATE OF BIRTH	RESIDENT OF STATE	SINGLE MARRIED	NUMBER DEPENDENTS	MALE FEMALE	SOCIAL SECURITY NO.	NAME ADDRESS CITY STATE	EXEMPTIONS CLAIMED	PUT ON REASON PAID OFF QUIT REDUCTION SICKNESS DISCHARGED	PAID OFF	MEMO	
														WEEK ENDING
1-4-13	40													
1-11-13	40													
1-25-13	40													
2-1-13	40													
2-8-13	40													
2-22-13	40													
3-1-13	40													
QUARTERLY TOTAL														

2-17-2013



TOTAL GROSS EARNINGS FOR YEAR \_\_\_\_\_

OLD AGE PENSION ACCUMULATION TO DATE \_\_\_\_\_

FORM 1042-A REVISED NOV. 1984  
FEDERAL SYSTEMS  
5. MAIN ST., Piqua, OHIO 45356

INDIVIDUAL PAYROLL RECORD

MONTHLY WEEKLY HOURLY RATE	HOURS PER WEEK	TYPE OF WORK	DATE OF BIRTH	RESIDENT OF STATE	SINGLE	MARRIED	NUMBER DEPENDENTS	MALE	FEMALE	SOCIAL SECURITY NO.	NAME	ADDRESS	CITY	STATE	EMPLOYING CLAIMED	PUT ON	PAID OFF	REASON PAID OFF	QUIT	REDUCTION	SICKNESS	DISCHARGED	MEMO		
																								WEEK ENDING	WORKED DATE
1-18-83																									
2-19-83																									
3-19-83																									
QUARTERLY TOTAL																									

*Copy furnished*

*1/8/83*





TOTAL GROSS EARNINGS FOR YEAR \_\_\_\_\_

OLD AGE PENSION ACCUMULATION TO DATE \_\_\_\_\_

INDIVIDUAL PAYROLL RECORD

O.A. REVISED NOV. 1964  
FEDERAL SYSTEMS  
9. MAIN ST., PIQUA, OHIO 45356

*Quinn*

MONTHLY WEEKLY HOURLY RATE	HOURS PER WEEK	TYPE OF WORK	DATE OF BIRTH	RESIDENT OF STATE	MONTHLY TOTAL	SALARY	OTHER COMPENSATION	TOTAL EARNINGS	DEDUCTIONS			NET PAYMENTS	MEMO	
									F.I.C.A. TAX	FEDERAL WITHHOLD. TAX	STATE WITHHOLD. TAX			
1-15-13						100.00		100.00			City	0	100.00	
2-19-13						100.00		100.00					100.00	
3-19-13						100.00		100.00					100.00	
QUARTERLY TOTAL														

SOCIAL SECURITY NO. \_\_\_\_\_  
 NAME *Steve Connors*  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_  
 SINGLE  
 MARRIED  
 NUMBER DEPENDENTS \_\_\_\_\_  
 MALE  
 FEMALE  
 EXEMPTIONS CLAIMED \_\_\_\_\_  
 PUT ON PAID OFF  
 REASON PAID OFF  
 QUIT  
 REDUCTION  
 SICKNESS  
 DISCHARGED

*Wm. Miller - 100*

*Page 4*

TOTAL GROSS EARNINGS FOR YEAR

OLD AGE PENSION ACCUMULATION TO DATE

INDIVIDUAL PAYROLL RECORD

O-A REVISED NOV. 1964 FEDERAL SYSTEMS 9. MAIN ST., PIQUA, OHIO 45350

Residual

MONTHLY WEEKLY HOURLY RATE	HOURS PER WEEK	TYPE OF WORK	DATE OF BIRTH	RESIDENT OF STATE	SINGLE	MARRIED	NUMBER DEPENDENTS	MALE	FEMALE	SOCIAL SECURITY NO.	NAME	ADDRESS	CITY	STATE	EXEMPTIONS CLAIMED	PUT ON PAID OFF	REASON PAID OFF	REDUCTION	SICKNESS	DISCHARGED	MEMO	
																						WEEK ENDING
1-2-13																						
1-9-13																						
1-16-13																						
1-23-13																						
1-30-13																						
2-6-13																						
2-13-13																						
2-20-13																						
2-27-13																						
3-6-13																						
QUARTERLY TOTAL																						

03/11

03/11

03/11

03/11

TOTAL GROSS EARNINGS FOR YEAR \_\_\_\_\_

OLD AGE PENSION ACCUMULATION TO DATE \_\_\_\_\_

INDIVIDUAL PAYROLL RECORD

100-A REVISED NOV. 1964  
FEDERAL SYSTEMS  
8, MAIN ST., PIQUA, OHIO 45356

*Handwritten initials*

MONTHLY WEEKLY HOURLY RATE	HOURS PER WEEK	TYPE OF WORK	DATE OF BIRTH	RESIDENT OF STATE	SINGLE	MARRIED	NUMBER DEPENDENTS	MALE	FEMALE	SOCIAL SECURITY NO.	NAME	ADDRESS	CITY	STATE	DEDUCTIONS				NET PAYMENTS	MEMO		
															F.I.C.A. TAX	FEDERAL WITHHOLD. TAX	STATE WITHHOLD. TAX	OTHER DEDUCTIONS				
1-4-13															8.40	4.00	6.41	2.00	2.00	174.29		
1-11-13															8.40	4.00	6.41	2.00	2.00	174.29		
1-18-13															8.40	4.00	6.41	2.00	2.00	174.29		
1-25-13															8.40	4.00	6.41	2.00	2.00	174.29		
2-1-13															8.40	4.00	6.41	2.00	2.00	174.29		
2-8-13															8.40	4.00	6.41	2.00	2.00	174.29		
2-15-13															8.40	4.00	6.41	2.00	2.00	174.29		
2-22-13															8.40	4.00	6.41	2.00	2.00	174.29		
3-1-13															8.40	4.00	6.41	2.00	2.00	174.29		
QUARTERLY TOTAL																						

ALL-STATE LEGAL®  
EXHIBIT  
**B**

*Handwritten notes*

PUT ON PAID OFF  
REASON PAID OFF  
QUIT  
REDUCTION  
SICKNESS  
DISCHARGED

# FOUNTAIN RUN WATER DISTRICT

5

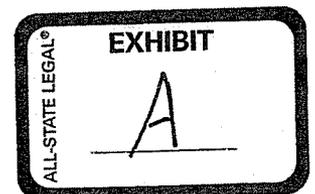
226 Main Street, P.O. Box 118  
Fountain Run, Kentucky 42133  
Phone: 270-434-4080  
Fax: 270-434-4081

## Board Members

1. Joe Cornwell – Chairman
2. Ronnie Smith – Secretary
3. Brenda Steenberg Turner – Treasurer
4. Raven Propes
5. John Downing

## Employees

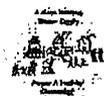
1. Richard Ross – General Manager
2. Louise Veach – Office Manager
3. Chris Veach – Operator
4. Kenneth Jackson – Operator / Sewer Superintendent
5. Lora Stinson – Office Assistant



Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties



6. A copy of all correspondence on the matter of Crossroads Café' sewer billing. Please include any legal submissions to Wes Stephens and FRWSD council.

**REPLY:** Objection. Any response would violate the attorney-client privilege.

7. A copy of the minutes for the November 2012 and December 18, 2012 FRWSD Board meetings.

**REPLY:** See two (2) page Exhibit "E "

8. A written explanation and rationale for the sewer billing.

**REPLY:** See Sewer User Agreement attached as Exhibit "C"

9. A written explanation of any records omission that you cannot or will not provide.

**REPLY:** All requests have been fulfilled.

If you need any additional information, do not hesitate to contact me at the number shown above.

Thank you for your prompt attention to this matter.

Sincerely,



Wes Stephens

cc: Robert Hawkins  
11872 Holland Road  
Scottsville, KY 42164

Fountain Run Water District  
PO Box 118  
Fountain Run, KY 42133-0118

6

<u>1999</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January			
February			
March			
April			
May			
June	<b><u>Fountain Run Feed Shed</u></b>	<b>Start September 1999</b>	<b>Act# 900</b>
July			
August			
September	26.67(w)20.10+2.81		50.38
October	35.14(w)26.70+3.71		66.60
November	38.50(w)29.70+4.09		73.45+7.35=80.80
December	35.59(w)27.10+3.76		67.52
<u>2000</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	41.64(w)32.50+4.45		79.84+7.98=\$87.82
February	35.59(w)27.10+3.76		67.52+6.75=\$74.27
March	43.21(w)33.90+4.63		\$83.04
April	36.04(w)27.50+3.81		68.43+6.84=75.27
May	39.40(w)30.50+4.19	45.02(w) 30.25(s)	150.54+7.53=158.07
June	39.62(w)30.70+4.22	94.27(w) 63.80(s)	\$233.80
July	43.21(w)33.90+4.63		83.04+8.30=91.34
August	35.82(w)27.30+3.79	54.05(w) 37.29(s)	159.32+6.80=166.12
September	37.38(w)28.70+3.96	99.80(w) 66.32(s)	\$237.28
October	41.42(w)32.30+4.42		79.38+7.94=\$87.32
November	40.97(w)31.90+4.37	51.79(w) 35.53(s)	\$165.79
December	33.80(w)25.50+3.56		63.87+6.39= \$70.26
<u>2001</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	54.63(w) 44.10 + 5.92	42.21(w) 28.05	176.55+10.63=
February		110.62(w)76.56	187.18
March			187.18 (final Bill)
April			
May			
June	<b>Change to</b>	<b>Daniel Kaufmann (renter)</b>	<b>02/2001</b>
July			
August			
September			
October			
November			
December			

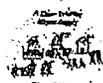


<u>1997</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	35.59(w)27.10+3.76		67.52+6.75=74.27
February	20.28(w)15.30+2.13	44.46(w) 29.81(s)	63.69
March	30.37(w)22.90+3.20		57.38
April	30.37(w)22.90+3.20		57.38
May	40.25(w)28.00+4.50		75.00
June	64.16(w)53.50+7.06		126.64+12.66=139.30
July	29.31(w)22.10+3.08		55.37
August	25.09(w)18.90+2.64		47.38+4.74=52.12
September	25.62(w)19.30+2.70	21.92(w) 30.20(s)	48.39+4.84=53.23
October	22.71(w)17.10+2.39	30.84(w) 22.39(s)	96.11+4.29=100.40
November	26.94(w)20.30+2.83		50.88+5.09=55.97
December	29.58(w)22.30+3.11		55.88+5.59=61.47
<u>1998</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	29.58(w)22.30+3.11	36.94(w) 24.53(s)	56.88+5.59=61.47
February	26.41(w)19.90+2.78	12.04(w) 8.00(s)	69.92+4.99=74.91
March	31.95(w)24.10+3.36	45.02(w) 29.89(s)	60.37+6.04=66.41
April	28.52(w)21.50+3.00	39.90(w) 26.51(s)	120.29
May	38.28(w)29.50+4.07		73.00+7.30=80.30
June	29.84(w)22.50+3.14		56.38+5.64=62.02
July	27.46(w)20.70+2.89		51.87
August	24.03(w)18.10+2.53		45.38+4.54=49.92
September	29.31(w)22.10+3.08	30.01(w) 19.91(s)	55.37+5.54=60.91
October	26.41(w)19.90+2.78		49.88+4.99=54.87
November	44.10(w)34.70+4.73	31.02(w) 23.85(s)	84.85+8.49=93.34
December	35.82(w)27.30+3.79	54.13(w) 39.21(s)	161.32
<u>1999</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	28.52(w)21.50+3.00		53.88+5.39=\$59.27
February	10.88(w)7.70+1.11		20.02+2.00=22.02
March	32.74(w)24.70+3.45		61.87+6.19=68.06
April	22.98(w)17.30+2.42	40.15(w) 27.91(s)	43.39+4.34=47.73
May	33.54(w)25.30+3.53	28.40(w) 19.03(s)	63.38+6.34=69.72
June	31.16(w)23.50+3.28	39.89(w) 29.83(s)	128.59+5.89=134.48
July	24.03(w)18.10+2.53		45.38
August	23.50(w)17.70+2.47		44.38+4.44=48.82
September			
October			
November			
December			



4

<u>1994</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	21.08(w)16.90		39.12+3.91=43.03
February	43.40(w)37.50		83.33+8.33=91.66
March	18.80(w)15.10		34.92
April	25.40(w)20.50		47.28
May	25.64(w)20.70		47.73
June	32.80(w)26.90		61.49
July	26.36(w)21.30		49.09+4.91=54.00
August	33.00(w)27.10		61.90+6.19=68.09
September	43.00(w)37.10		82.50
October	31.16(w)25.30		58.15+5.82=63.97
November	25.88(w)20.90		48.18
December	26.36(w)21.30		49.09
<u>1995</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	28.04(w)22.70		52.26
February	34.80(w)28.90		65.61
March	23.96(w)19.30		44.56
April	41.20(w)35.30		78.80
May	22.28(w)17.90		41.39
June	35.60(w)29.70		67.26
July	22.76(w)18.30		42.29
August	20.60(w)16.50		38.21
September	27.32(w)22.10		50.90
October	23.96(w)19.30		44.56
November	24.68(w)19.90		45.92
December	29.48(w)23.90		54.98
<u>1996</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	19.64(w)15.70		36.40
February	37.00(w)31.10+4.09		74.23
March	24.44(w)19.70+2.65		47.52
April	33.00(w)27.10+3.61		64.70
May	27.08(w)21.90+2.94		52.73
June	26.12(w)21.10+2.83		50.83
July	29.48(w)23.90+3.20		57.46
August	27.80(w)22.50+3.02		54.15
September	32.00(w)26.10+3.49		62.55+6.26=68.81
October	23.72(w)19.10+2.57	40.10(w) 28.71(s)	46.10+4.61=50.71
November	24.82(w)18.70+2.61		46.87
December	29.05(w)21.90+3.06		54.88



<u>1991</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	7.50(sewer only)+ .45		8.18
February	7.50(sewer only)+ .45		8.18
March	7.50(sewer only)+ .45		8.18
April	7.50(sewer only)+ .45		8.18
May	7.50(sewer only)+ .45		8.18
June	7.50(sewer only)+ .45		8.18
July	7.50(sewer only)+ .45		8.18
August	7.50(sewer only)+ .45		8.18
September	7.50(sewer only)+ .45		8.18
October	7.50(sewer only)+ .45		8.18
November	15.35(w)17.10		33.42
December	22.85(w)25.70		50.01+5.00=55.01
<u>1992</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	22.35(w)25.10		48.87+4.89=53.76
February	22.85(w)25.70		50.01+5.00=55.01
March	24.88(w)28.50		54.98
April	22.18(w)24.90		48.49
May	22.18(w)24.90		48.49
June	22.53(w)25.30		49.26
July	26.04(w)30.10		57.82+5.78=63.60
August	21.48(w)24.10		46.95+4.70=51.65
September	41.58(w)26.30		69.92
October	20.78(w)23.30		45.40
November	15.18(w)16.90		33.04
December	17.98(w)20.10		39.22+3.92=43.14
<u>1993</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	13.74(w)15.30		29.91
February	15.35(w)17.10		33.42
March	20.43(w)22.90		44.63+4.46=49.09
April	14.30(w)15.90		31.11+3.11=34.22
May	14.48(w)16.10		31.50
June	25.17(w)18.30		45.09+4.51=49.60
July	22.00(w)18.30		41.70
August	29.00(w)23.50		54.08
September	15.50(w)12.90		29.25
October	23.96(w)19.30		44.56+4.46=49.02
November	20.60(w)16.50		38.21
December	10.40(w)7.50		18.44



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<u>1988</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	20.95(w)23.50+ 2.22		48.00+4.80=52.80
February	18.68(w)20.90+ 1.98	52.80	95.55
March	20.43(w)22.90+ 2.17		46.80+4.68=51.48
April	19.73(w)22.10+ 2.09	51.48	96.65
May	23.28(w)26.30+ 2.48		53.55+5.36=58.91
June	20.78(w)23.30+2.20	28.61(w) 30.30(s)	106.51
July	22.00(w)24.70+ 2.34		50.44+5.04=55.48
August	22.85(w)25.70+ 2.43	26.14(w) 29.34(s)	107.92
September	18.50(w)20.70+ 1.96		42.34+4.23=46.57
October	22.99(w)25.90+ 2.44	21.65(w) 24.92(s)	99.37
November	22.00(w)24.70+ 2.34		50.44+5.04=55.48
December	16.58(w)18.50+ 1.75	26.14(w) 29.34(s)	93.36
<u>1989</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	16.23(w)18.10+1.72		37.08+3.71=40.79
February	22.53(w)25.30+2.39	18.99(w) 21.80(s)	92.44+5.17=97.61
March	21.83(w)24.50+2.32		50.04+5.00=55.04
April	23.28(w)26.30+2.48	25.76(w) 29.28(s)	108.59
May	19.73(w)22.10+2.09		45.17
June	22.35(w)25.10+2.37		51.24+5.12=56.36
July	21.48(w)24.10+2.28	26.15(w) 30.21(s)	105.59+4.92=110.51
August	20.08(w)22.50+2.13		45.99+4.60=50.59
September	19.38(w)21.70+2.05	23.69(w) 26.90(s)	94.95+4.44=99.39
October	18.33(w)20.50+ 1.94		41.93+4.19=46.12
November	15.18(w)16.90+ 1.60	21.78(w) 24.34(s)	80.76+3.46=84.22
December	14.83(w)16.50+ 1.57		33.84+3.38=37.22
<u>1990</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	15.18(w)16.90+1.60	17.52(w) 19.70(s)	71.86
February	14.30(w)15.90+ 1.51		32.62+3.26=35.88
March	17.10(w)19.10+ 1.81	16.87(w) 19.01(s)	24.98+3.91=28.89
April	16.23(w)18.10+ 1.72	28.89(w)	65.97+3.71=69.68
May	18.33(w)20.50+ 1.94		41.93+4.19=46.12
June	16.93(w)18.90+ 1.79	21.63(w) 24.49(s)	84.81
July	16.75(w)18.70+ 2.13		38.64+3.86=42.50
August	18.68(w)20.90+ 2.37	19.59(w) 22.91(s)	85.64+4.31=89.95
September	16.23(w)18.10+ 2.06	39.95(w) 50.00(s)	42.37+3.74=46.11
October	17.98(w)20.10+ 2.28	24.26(w) 15.85(s)	81.61
November	8.36(w)10.30+ 1.12		20.34
December	9.22(w)11.10+ 1.22		22.15

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties



# FOUNTAIN RUN WATER DISTRICT

226 Main Street, P.O. Box 118  
 Fountain Run, Kentucky 42133  
 Phone: 270-434-4080  
 Fax: 270-434-4081

Crossroads Café  
 212 Main Street  
 Fountain Run KY, 42133  
 Account # 900

### Monthly Billing

<u>1986</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January			
February			
March			
April			
May			
June	<b>Sewer Starts July 1986</b>	<b>Country Inn</b>	<b>ACT# 900</b>
July	21.48(w)24.10+ 2.28		49.23
August	19.55(w)21.90+2.07		44.76+4.48=49.24
September	25.02(w)28.70+2.69	49.24	107.26
October	18.85(w)21.10+2.00		43.15+4.32=47.47
November	21.30(w)23.90+2.26	47.47	96.29
December	22.35(w)25.10+2.37		51.24+5.12+56.36

<u>1987</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	17.80(w)19.90+ 1.89	56.36	97.08
February	17.10(w)19.10+ 1.81		39.10
March	20.43(w)22.90+ 2.17	43.01	35.26
April	20.60(w)23.10+ 2.19	98.79	91.44
May	19.55(w)21.90+2.07	100.58	145.34
June	22.00(w)24.70+ 2.34		50.44
July	20.95(w)23.50+2.22		40.88
August	22.85(w)25.70+ 2.43	52.80	52.44
September	21.30(w)23.90+ 2.26		48.82
October	23.28(w)26.30+ 2.48		53.55
November	20.95(w)23.50+2.22		48.00+4.80=52.80
December	19.38(w)21.70+2.05	52.80	97.16

ALL-STATE LEGAL®

**EXHIBIT**

D

Fountain Run, Kentucky  
 'Crossroads of Three Counties'



Fountain Run Water District  
 Serving Allen, Barren, and Monroe Counties



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 31 day of July, 2013

[Signature]  
USER

ATTEST:  
[Signature]

FOUNTAIN RUN WATER DISTRICT  
BY: [Signature]  
CHAIRMAN

SEWER USER AGREEMENT

This agreement entered into between The Crown Point Cafe

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:

(Res. on Main St.)

The user agrees to grant to the District, its successors and assigns a perpetual easement on the above described property for the purpose of 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.

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The user shall connect to the sewer system and shall commence to use sewer service when sewer service is made available to the user by the District. The user shall commence to pay sewer service charges to the user shall commence on the date service is made available to the user 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 position 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 9<sup>th</sup> day of August, 19 1999

[Signature]  
USER

ATTEST:

FOUNTAIN RUN WATER DISTRICT

BY: [Signature]  
CHAIRMAN

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 situations 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.

This agreement entered into between Fountain Run (hereinafter called "user", and the Fountain Run District, hereinafter called the "District."

WITNESSETH

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

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

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

*Restaurant, Green Leathes*

The user agrees to grant to the District, its successors and assigns perpetual easement on the above described property for the purpose of constructing and installing sewer line and appurtenant facilities; and hereafter 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

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.

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 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 11 day of October, 19 91

Tabbara Hogan  
USER

ATTEST:

FOUNTAIN RUN WATER DISTRICT

\_\_\_\_\_

BY: \_\_\_\_\_  
CHAIRMAN

SEWER USER AGREEMENT

This agreement entered into between Subterra Co. LLC 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:

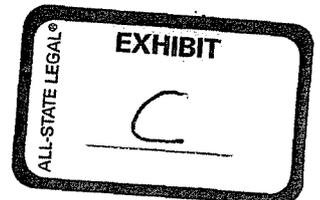
Restaurant on Highway # 87

The user agrees to grant to the District, its successors and assigns a perpetual easement on the above described property for the purpose of 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.



Formal Complaint attachment for Robert Hawkins against Fountain Run Water department here forward referred to as FRWD.

I own a building at 212 Main St. Fountain Run, Kentucky. In November 2007 I requested that all water and sewer service be disconnected at that time the water meter was removed and billing ceased. About a year later sometime in fall 2008 I discovered that a meter had been reinstalled at my location. Shortly after that I began receiving a base rate sewer bill of \$18.80 a month. I was told that because I signed the user agreement in 2001 that I obligated to pay the base rate sewer bill in perpetuity. I paid 2 or 3 bills and on the advice of a knowledgeable friend I decided that I was not liable for service I had terminated and that FRWD had terminated upon the terms of the user agreement but FRWD continued to bill me.

In November of 2012 I received a letter from the Monroe County Attorney Wes Stephens stating that I was going to be sued by the FRWD for the amount of \$942.50 past due sewer bills. I went to

The board members at both meetings I attended admitted that they did not know whether this billing practice was legal and the failure of the board to provide any legal documentation I requested would in my opinion be negligence and leave them subject to resignation or removal from the board if in fact they are legally seated.

Again I would provide more specific information but my requests were denied by Mrs. Veach.

Relief desired.

I am asking that the Public Service Commission review this matter of fraudulent and erroneous billing by Fountain Run Water District and FRWD be made to comply with Kentucky State Law and PSC regulations.

I also ask that FRWD be made to cease billing to the former Crossroads Café account at 212 Main St. Fountain Run, Kentucky and that they also be required to refund any payments made with interest.

As part of that I would also ask that any other user of FRWD both past and present who was billed in error under this practice be contacted and given the opportunity receive a refund with interest.

Finally I ask that PSC investigate seating practice for board members of the Fountain Run water district. It has come to my attention during the course of my investigation that 3 of the board members including Mrs. Veach were not properly appointed and that all of the Board members have not completed the State required training in compliance with PSC regulations.

Formal Complaint

Robert Hawkins vs. Fountain Run Water District

Page 2 of 2

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Wherefore, complainant asks see Relief attachment  
(Specifically state the relief desired.)

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Dated at Fountain Run, Kentucky, this 8<sup>th</sup> day  
(Your City)

of JANUARY, 2013.  
(Month)

Robert Hawkins  
(Your Signature\*)

\_\_\_\_\_  
(Name and address of attorney, if any)

\_\_\_\_\_  
Date

\*Complaints by corporations or associations, or any other organization having the right to file a complaint, must be signed by its attorney and show his post office address. No oral or unsigned complaints will be entertained or acted upon by the commission.

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

95

In the matter of:

Robert Hawkins  
(Your Full Name)  
COMPLAINANT

VS.

Fountain Run Water District  
(Name of Utility)  
DEFENDANT

RECEIVED

JAN 11 2013  
PUBLIC SERVICE  
COMMISSION

CASE NO. 2013-00017

COMPLAINT

The complaint of Robert Hawkins  
(Your Full Name) respectfully shows:

(a) Robert Hawkins  
(Your Full Name)

11872 Holland Rd. Scottsville, KY 42164  
(Your Address)

(b) Fountain Run Water District  
(Name of Utility)

226 Main Street, PO BOX 118 Fountain Run KY 42133  
(Address of Utility)

(c) That: see formal complaint attachment  
(Describe here, attaching additional sheets if necessary,

the specific act, fully and clearly, or facts that are the reason

and basis for the complaint.)

Continued on Next Page

2nd  
1/11

1/24/13

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	)	

ORDER TO SATISFY OR ANSWER

Fountain Run Water District ("Fountain Run") is hereby notified that it has been named as defendant in a formal complaint filed on January 11, 2013, a copy of which is attached hereto.

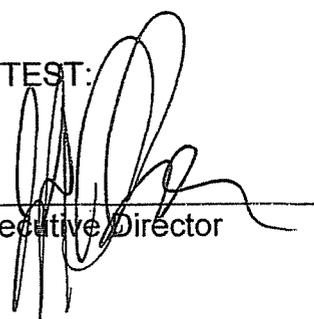
Pursuant to 807 KAR 5:001, Section 19, Fountain Run is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within ten days from the date of service of this Order.

Should documents of any kind be filed with the Commission in the course of this proceeding, the documents shall also be served on all parties of record.

By the Commission

ENTERED M  
JAN 29 2013  
KENTUCKY PUBLIC  
SERVICE COMMISSION

ATTEST:

  
\_\_\_\_\_  
Executive Director

6

# FRWD MINUTES

December 18, 2012

December 18, 2012 the Fountain Run Water Commission met for a regular meeting. Those present were: Chairman Cornwell, Brenda Turner, Ronnie Smith, Raven Propes, John Downing, Kenneth Jackson, Lora Stinson, Ricky Ross and Louise Veach. Visitors were Olivia and Robert Hawkins.

Meeting was called to order by Chairman Cornwell.

Mr. Hawkins was still contesting his sewer bill, he wanted to talk with Public Service before he made any commitments. Motion by Smith and seconded by Turner to have Louise call Atty. Wes Stephens and tell him Mr. Hawkins intentions. Chairman Cornwell and each Commissioner signed a request for Attorney Stephens to proceed with the collection process. Motion unanimously carried. Motion by Smith and seconded by Propes to approve the minutes as read and financial reports as presented. Motion passed.

Lora asked if she could work on Friday afternoons rather than Saturday mornings. Smith asked that she keep a record of services she did on Saturday Mornings for one month and it would be evaluated at the next meeting. There being no further business to come before the Commission, it was moved by Smith and seconded by Propes to adjourn. Motion carried.

Attest: *Louise Veach*

Louise Veach, Clerk

*Joe Cornwell*  
Joe Cornwell, Chairman

### Certification

I Louise Veach, clerk for the Fountain Run Water District hereby certify this to be a true copy of the minutes taken during a regular meeting December 18, 2012 by the Fountain Run Water Commission. These minutes are in my custody and under my control.

Witness my hand this 21 December 2012.

*Louise Veach*

Louise Veach

# FRWD MINUTES

November 20, 2012

A regular meeting of the Fountain Run Water Commission was held November 20, 2012. Those present were: Chairman Cornwell, Brenda Turner, Raven Propes, Ronnie Smith, John Downing, Ricky Ross, Kenneth Jackson, Lora Stinson Chris and Louise Veach and Robert and Jennifer Hawkins. Meeting was conducted by Chairman Cornwell.

Visitor Robert Hawkins was seeking information concerning his delinquent sewer bill. Any action on this was tabled until the next meeting.

Motion by Smith and seconded by Turner to approve minutes as read. This unanimously passed.

Motion by Propes and seconded by Downing to resend the motion authorizing Eng Blankenship to apply for the 100 % RD money this being due to the cost .They also asked that he continue with the previous year project profile. This was unanimously approved. Motion by Smith and seconded by Downing to approve financial reports as presented .Motion carried. Motion by Propes and second by Downing to have a letter drafted concerning sewer lids and water meter boxes being torn up, also ask SCRTC if they will insert the letter with the bills. Motion carried. Motion by Downing and seconded by Turner to have a Christmas dinner December 13<sup>th</sup> at Nanny Jo's at 6:00 PM each one will order from the menu. This was unanimously approved. Motion by Propes and seconded by Turner to give each employee \$25.00 for Christmas. Motion carried. There being no further business to come before the Commission it was moved by Downing and seconded by Smith to adjourn.

Attest:

*Louise Veach*

Louise Veach, Clerk

*Joe Cornwell*

Joe Cornwell, Chairman

### Certification

I Louise Veach, clerk for the Fountain Run Water District hereby certify this to be a true copy of the minutes taken during a regular meeting November 20, 2012 by the Fountain Run Water Commission. These minutes are in my custody and under my control.

Witness my hand this 12th day of December November 2012.

*Louise Veach*

Louise Veach



12

<u>2013</u>	<u>Regular Bill with State Tax</u>		<u>Late Penalty</u>		<u>Balance Due</u>
January	19.93	(18.80 + 1.13)	1.99	(21.92)	1,010.28
February	19.93	(18.80 + 1.13)	1.99	(21.92)	1,032.20
March	19.93	(18.80 + 1.13)	1.99	(21.92)	1,054.12

Fountain Run, Kentucky  
 'Crossroads of Three Counties'



Fountain Run Water District  
 Serving Allen, Barren, and Monroe Counties



11

<u>2010</u>	<u>Regular Bill with State Tax</u>		<u>Late Penalty</u>		<u>Balance Due</u>
January	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$221.16
February	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$243.08
March	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$265.00
April	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$286.92
May	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$308.84
June	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$330.76
July	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$352.68
August	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$374.60
September	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$396.52
October	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$418.44
November	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$440.36
December	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$462.28
<u>2011</u>	<u>Regular Bill with State Tax</u>		<u>Late Penalty</u>		<u>Balance Due</u>
January	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$484.20
February	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$506.12
March	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$528.04
April	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$549.96
May	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$571.88
June	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$593.80
July	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$615.72
August	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$637.64
September	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$659.56
October	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$681.48
November	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$703.40
December	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$725.32
<u>2012</u>	<u>Regular Bill with State Tax</u>		<u>Late Penalty</u>		<u>Balance Due</u>
January	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$747.24
February	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$769.16
March	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$791.08
April	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$813.00
May	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$834.92
June	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$856.84
July	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$878.76
August	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$900.68
September	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$922.60
October	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$944.52
November	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$966.44
December	\$19.93	(\$18.80 + \$1.13)	\$1.99	(\$21.92)	\$988.36

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties



10

<u>2007</u>	<u>Regular Bill with State Tax</u>	<u>Late Penalty</u>	<u>Balance Due</u>
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November	\$12.26(water) \$18.80 + \$1.86	<b>Final Bill</b>	(\$33.29 paid)
December			
<u>2008</u>	<u>Regular Bill with State Tax</u>	<u>Late Penalty</u>	<u>Balance Due</u>
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
	<b>NO SEWER BILL SENT</b>	<b>IN THIS CALANDER</b>	<b>YEAR</b>
<u>2009</u>	<u>Regular Bill with State Tax</u>	<u>Late Penalty</u>	<u>Balance Due</u>
January	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$38.08 Credit
February	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$18.15 Credit
March	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$3.77
April	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$23.88
May	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$45.80
June	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$67.72
July	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$89.64
August	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$111.56
September	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$133.48
October	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$155.40
November	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$177.32
December	\$19.93 (\$18.80 + \$1.13)	\$1.99 (\$21.92)	\$199.24





<u>2002</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	\$30.90(w) \$23.30 +\$3.25		58.38 + 5.84= \$64.22
February	33.27(w) 25.10 + 3.50		\$62.87
March	29.58(w) 22.30 + 3.11		\$55.88
April	31.69(w) 23.90 + 3.34		\$59.88
May	29.58(w) 22.30 + 3.11		\$55.88
June	33.27(w) 25.10 + 3.50		\$62.87
July	27.99 (w) 21.10 +2.95		\$52.88
August	40.30(w) 31.30 +4.30	Adjusted due to leak	\$61.71
September	37.83 (w) 29.10 +4.02		\$72.08
October	21.39(w) 16.10 +2.25		40.38 + 4.04= 44.42
November	37.83(w) 18.80 +3.40	26.71(w) 17.71(s)	\$105.58
December	11.50(w) 18.80 +1.82		32.47 + 3.25=\$35.72
<u>2003</u>	<u>Regular Bill</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January	11.50(w)18.80+1.82		35.72
February	41.25(w)18.80+3.60	15.04(w)20.68(s)	80.30(adjusted 4 leak)
March	35.15(w)18.80+3.24		58.24
April	11.50(w)18.80+1.82	43.38(w)20.68(s)	96.53
May	11.50(w)18.80+1.82	58.42(w)41.36(s)	132.25
June	18.63(w)18.80+2.25		40.24+4.02=44.26
July	<b>Final bill pd 08-25-03</b>		
August	<b>totaling 44.26</b>		
September			
October			
November			
December			
<u>2003</u>	<u>Regular Bill with State Tax</u>	<u>Previous Balance</u>	<u>Total Amount</u>
January			
February			
March	<b>Change to Scotty Gass</b>	<b>Act#900</b>	<b>Start July 2003</b>
April	<b>(renter)</b>		
May			
June			
July	\$26.77(w) \$18.80		51.01 (not paid)
August	\$20.50(w) \$18.80	\$30.33(w) \$20.68(s)	90.93 <b>Final Bill</b>
September			
October			
November	<b>Change Back To</b>		
December	<b>Crossroads Cafe</b>		



# FRWD MINUTES

March 19, 2013

A regular meeting of the Fountain Run Water Commission was held March 19, 2013. Those present were: Chairman Cornwell, Brenda Turner, Raven Propes, Ronnie Smith, John Downing, Kenneth Jackson, Lora and Torri Stinson, Louise Veach and Tommy Willett, Monroe County Judge Executive.

Meeting was conducted by Chairman Cornwell.

County Judge Tommy Willett administered oath of office to each of the water commissioners.

Motion by Smith and seconded by Turner to approve minutes as read. This unanimously passed.

Motion by Smith and seconded by Propes to approve financial reports as presented. Motion carried.

Motion by Smith and seconded by Downing to get word from Monroe County Attorney, Wes Stephens by Wednesday March 20, 2013 as to whether he will draft a letter to the Attorney Generals office in the Fountain Run Districts behalf concerning the Robert Hawkins Order, should he not commit himself to do so the Commissioners asked that Louise contact Attorney, Richard Jackson to answer the letter and if she cannot contact him have her contact Attorney, Reid More to do so. This was unanimously approved.

Motion by Smith and seconded by Propes to authorize Joe Cornwell as a delegate to vote in the Fountain Run District F Tri Co Election on March 22, 2013 for Jeff Downing as a Delegate. Motion carried.

*Motion by Downing and seconded by Turner to adjourn. Motion carried.*  
Attest: Louise Veach

Louise Veach, Clerk

Joe Cornwell  
Joe Cornwell, Chairman

## Certification

I Louise Veach, clerk for the Fountain Run Water District hereby certify this to be a true copy of the minutes taken during a regular meeting March 19, 2013 by the Fountain Run Water Commission. These minutes are in my custody and under my control.

Witness my hand this 12th day of April 2013

Louise Veach

Louise Veach

# FRWD MINUTES

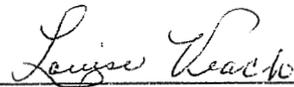
February 19, 2013

Fountain Run Water Commission met February 19, 2013 for a regular meeting, with the following present: Chairman Cornwell, Brenda Turner, Ronnie Smith, John Downing, Raven Propes, Ricky Ross, Kenneth Jackson, Chris and Louise Veach, and Engineer Blankenship.

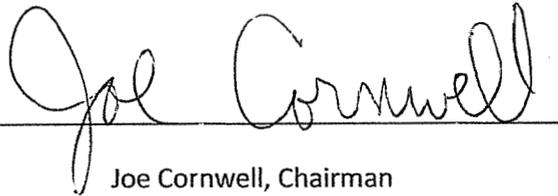
Meeting was called to order by Chairman Cornwell. Engineer Blankenship told about the new project profile he had submitted and what information he had learned about our funding, He expects the ARC money to be funded within the next 4-6 weeks after the Legislature meets. Motion by Downing and seconded by Turner to approve minutes as read. Motion carried. Motion by Smith and seconded by Downing to approve financial reports as presented, Motion carried.

Motion by Propes and seconded by Smith to answer the letter from PSC to not satisfy the complaint by Robert Hawkins and answer questions. Commissioners also agreed to take training offered by PSC at the nearest location to Fountain Run when classes become available. Motion Carried. There being no further business to come before the Commission meeting adjourned by a motion by Propes and seconded by Downing. Motion Carried.

Attest:



Louise Veach, Clerk

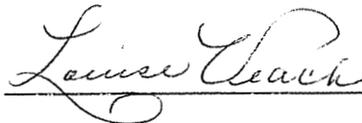


Joe Cornwell, Chairman

## Certification

I Louise Veach, clerk for the Fountain Run Water District hereby certify this to be a true copy of the minutes taken during a regular meeting February 19th 2013 by the Fountain Run Water Commission. These minutes are in my custody and under my control.

Witness my hand this 5<sup>th</sup> day of March 2013.



Louise Veach

# FRWD MINUTES

February 4 2013

Fountain Run Water Commission met for a special meeting. Those present were: Chairman Cornwell, Ronnie Smith, Raven Propes, John Downing Brenda Steenbergen Turner, Melissa Melton, Kenneth Jackson, Lora Stinson, Chris and Louise Veach .

Meeting was called to order by Chairman Cornwell.

This meeting was concerning an order from Public Service Commission Case No. 2013-00017 for a complaint from Robert Hawkins.

The Commissioners read the complaint and order from Public Service Commission Melissa read a letter that had been drafted to Mr. Hawkins and Public Service. Each of the Commissioners signed the letter and it will be mailed to the respected parties February 5<sup>th</sup> 2013.

Motion by Raven Propes and seconded by Brenda Steenbergen Turner to adjourn. Motion carried,

Attest: *Louise Veach* *Joe Cornwell*  
Louise Veach, Clerk Joe Cornwell, Chairman

## Certification

I Louise Veach, clerk for the Fountain Run Water District hereby certify this to be a true copy of the minutes taken during a special meeting February 4<sup>th</sup> 2013 by the Fountain Run Water Commission. These minutes are in my custody and under my control.

Witness my hand this 5<sup>th</sup> day of February 2013. *Louise Veach*  
Louise Veach

December 18, 2012

Mr. Stevens,

As Chairman of the Fountain Run Water District Board of Commissioners, I hereby give you permission to pursue collections of Mr. Robert Hawkins's account that he has with the Fountain Run Water District, aka Crossroads Café.

Sincerely,

X *Joe Cornwell*

Joe Cornwell  
Chairman

*Granda Terrace*  
*Rain Pipes*  
*Rain Div.*  
*Dubois Dairym*

# FRWD MINUTES

December 18, 2012

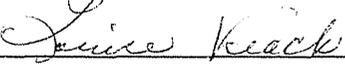
December 18, 2012 the Fountain Run Water Commission met for a regular meeting. Those present were: Chairman Cornwell, Brenda Turner, Ronnie Smith, Raven Propes, John Downing, Kenneth Jackson, Lora Stinson, Ricky Ross and Louise Veach. Visitors were Olivia and Robert Hawkins.

Meeting was called to order by Chairman Cornwell.

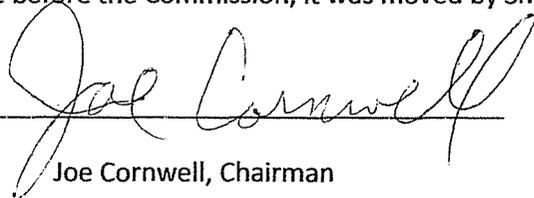
Mr. Hawkins was still contesting his sewer bill, he wanted to talk with Public Service before he made any commitments. Motion by Smith and seconded by Turner to have Louise call Atty. Wes Stephens and tell him Mr. Hawkins intentions. Chairman Cornwell and each Commissioner signed a request for Attorney Stephens to proceed with the collection process. Motion unanimously carried. Motion by Smith and seconded by Propes to approve the minutes as read and financial reports as presented. Motion passed.

Lora asked if she could work on Friday afternoons rather than Saturday mornings. Smith asked that she keep a record of services she did on Saturday Mornings for one month and it would be evaluated at the next meeting. There being no further business to come before the Commission, it was moved by Smith and seconded by Propes to adjourn. Motion carried.

Attest:



Louise Veach, Clerk

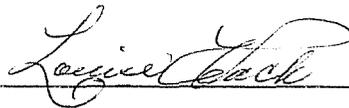


Joe Cornwell, Chairman

## Certification

I Louise Veach, clerk for the Fountain Run Water District hereby certify this to be a true copy of the minutes taken during a regular meeting December 18, 2012 by the Fountain Run Water Commission. These minutes are in my custody and under my control.

Witness my hand this 21 December 2012.



Louise Veach

# FRWD MINUTES

November 20, 2012

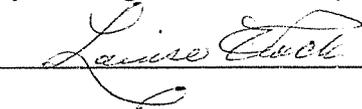
A regular meeting of the Fountain Run Water Commission was held November 20, 2012. Those present were: Chairman Cornwell, Brenda Turner, Raven Propes, Ronnie Smith, John Downing, Ricky Ross, Kenneth Jackson, Lora Stinson Chris and Louise Veach and Robert and Jennifer Hawkins. Meeting was conducted by Chairman Cornwell.

Visitor Robert Hawkins was seeking information concerning his delinquent sewer bill. Any action on this was tabled until the next meeting.

Motion by Smith and seconded by Turner to approve minutes as read. This unanimously passed.

Motion by Propes and seconded by Downing to resend the motion authorizing Eng Blankenship to apply for the 100 % RD money this being due to the cost .They also asked that he continue with the previous year project profile. This was unanimously approved. Motion by Smith and seconded by Downing to approve financial reports as presented .Motion carried. Motion by Propes and second by Downing to have a letter drafted concerning sewer lids and water meter boxes being torn up, also ask SCRTC if they will insert the letter with the bills. Motion carried. Motion by Downing and seconded by Turner to have a Christmas dinner December 13<sup>th</sup> at Nanny Jo's at 6:00 PM each one will order from the menu. This was unanimously approved. Motion by Propes and seconded by Turner to give each employee \$25.00 for Christmas. Motion carried. There being no further business to come before the Commission it was moved by Downing and seconded by Smith to adjourn.

Attest:



Louise Veach, Clerk

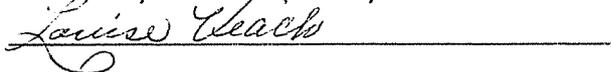


Joe Cornwell, Chairman

## Certification

I Louise Veach, clerk for the Fountain Run Water District hereby certify this to be a true copy of the minutes taken during a regular meeting November 20, 2012 by the Fountain Run Water Commission. These minutes are in my custody and under my control.

Witness my hand this 12th day of December November 2012



Louise Veach

October 20, 2009, the Fountain Run Water Commission convened for a regular meeting, with the following being present: Chairman Cornwell, Raven Propes, Ronnie Smith, John Downing, Brenda Steenbergen, Ricky Ross, Kenneth Jackson, Chris and Louise Veach and Greg Jones.

Meeting was called to order by Chairman Cornwell.

Greg Jones was questioning his sewer bill.

Motion by Smith and second by Downing to to ask some one from PSC come to a meeting and talk to the Commissioners. Motion Carried.

Motion by Propes and second by Smith that the newly appointed Water Commissioner Brenda Steenbergen be our new Treasurer, replacing Joan Isenberg as she has moved out of our District. This was unanimously approved.

Motion by Propes and second by Downing to approve minutes of the September meeting. Motion Carried.

Motion by Downing and second by Smith to accept financial reports as presented. Motion carried.

Ricky thinks it will be approximately a month until he can start work on the Scott-Jones Road.

There being no further business to come before the Commission there was a motion by Propes and second by Downing to adjourn. Motion Carried.

ATTEST: *Louise Veach*  
LOUISE VEACH, CLERK

*Joe Cornwell*  
JOE CORNWELL CHAIRMAN

CERTIFICATION

I, Louise Veach, Clerk for the Fountain Run Water District hereby certify this to be a true copy of the minutes taken October 20, 2009, during a regular meeting. These minutes are in my custody and under my control.

Witness: My hand this 11 Day Of Nov. 2009

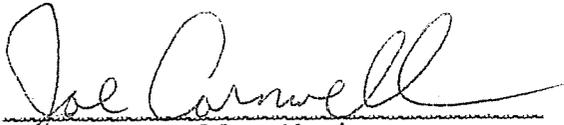
*Louise Veach*  
Louise Veach, Clerk

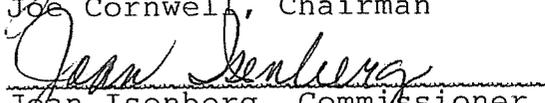
RESOLUTION

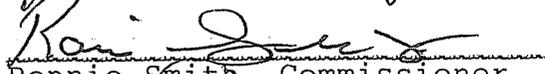
BE IT HERE RESOLVED BY THE FOUNTAIN RUN WATER COMMISSION

As of February 20, 2007, any grease traps or additional septic tanks set or cleaned by the Fountain Run Water District-Sewer Division for the purpose of commercial cooking, be paid in advance by the customer and reimbursed to that customer with repayment of sewer service until paid in full.

Signed this 20<sup>th</sup> day of March 2007.

  
\_\_\_\_\_  
Joe Cornwell, Chairman

  
\_\_\_\_\_  
Joan Isenberg, Commissioner

  
\_\_\_\_\_  
Ronnie Smith, Commissioner

  
\_\_\_\_\_  
John Downing, Commissioner

  
\_\_\_\_\_  
Raven Propes, Commissioner

Fountain Run Water District met February 20, 2007 for a regular meeting with the following present: Chairman Joe Cornwell, Joan Isenberg, Raven Propes, Ronnie Smith, John Downing, Ricky Ross, Chris Veach, Kenneth Jackson, Louise Veach, Melissa Melton from R. Capp and Adam Carver from BRADD.

The meeting was called to order by Chairman Cornwell.

Melissa talked to the Commission concerning some requirements that would be in the future concerning computer usage. Adam explained the mapping system and some of the things that could be done with the computer mapping system. There was no discussion made concerning any of this information.

Motion by Isenberg and second by Downing to appoint Melissa Melton as project administrator to continue with the \$25,000. grant from the state. Motion carried.

Motion by Smith and second by Downing to approve the minutes of the January meetings as read. *M. C.*

Motion by Smith and second by Downing to accept financial reports as presented. This was approved.

Motion by Smith and second by Propes to go with the G&C Supply Co to pay approximately \$4,500. matching the Monroe Co Water District on the meter and supplies to make connection on White Oak Ridge Road. This was unanimously approved.

Motion by Smith and second by Propes to call Ivan Pedigo and tell him it has been brought to the Commissioners attention that there was a cross connection with Public water and a spring and ask that they refrain from using city water or the spring water immediately and continue to do so until the violation is solved. (Smith agreed to do the calling) Those voting yea, John Downing, Raven Propes, Ronnie Smith And Joe Cornwell, Joan Isenberg abstained due to a conflict of interest. Motion Carried.

Motion by Propes And second by Smith to pass a resolution stating that any future grease trap or additional septic tank set or cleaned for the purpose of cooking be paid up front by the customer and reimbursed with reduced sewer service until paid. Motion unanimously passed.

There being no further business to come before the Commission it was moved by Isenberg and second by Downign to adjourn. Motion Carried.

Attest; *Louise Veach*  
Louise Veach Clerk

*Joe Cornwell*  
Joe Cornwell, Chairman

CERTIFICATION

I, Louise Veach, Clerk for the Fountain Run Water District hereby certify this to be a true copy of the minutes of a meeting held February 20, 2007. Theses minutes are in my custody and under my control.

Witness: My hand this 13th day of March 2007.

*Louise Veach*  
Louise Veach, Clerk

Fountain Run Water Dist. No. 1  
Fountain Run, Kentucky 42133

January 12, 2007

We, Bill and/or Beth Cross, present owners of The Fountain Run Grocery agrees not to hold Fountain Run Water or Sewer Department or any employee responsible for any damage (present or future) due to the digging and installation of a septic tank or tanks. Present or future owners of The Fountain Run Grocery shall be responsible for maintenance of the tank provided by the Fountain Run Water and Sewer District.

Bill Cross

Bill Cross, Present owner of  
Fountain Run Grocery

Beth Cross

Beth Cross, Present owner of  
Fountain Run Grocery

Frances Howard

My Commission Expires May 26, 2009

Fountain Run Water Dist. No. 1  
Fountain Run, Kentucky 42133

April 4, 2006

Mr. Scottie Gass  
DBA Scottie's Bar-B-Cue  
P. O. Box 112  
Fountain Run, Kentucky 42133

Dear Scottie,

The Fountain Run Water Commission voted unanimously during the March 2006, regular meeting, that you uncover and extend the sewer septic tank risers to the top of the ground.

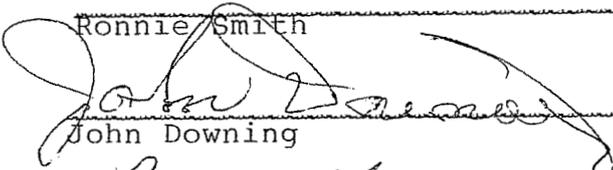
Theses septic tanks are property of the Fountain Run Water District - Sewer Division and you granted the Fountain Run Water District a perpetual easement permitting ingress and egress (enter and exit) at all times. This was done by signing your users agreement.

You have thirty (30) days from date of this letter to comply with this request.

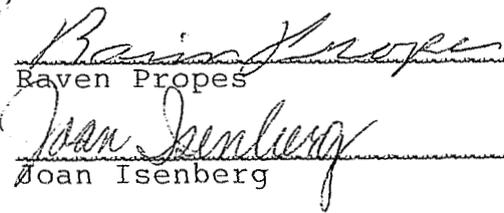
Sincerely,  
Fountain Run Water Commissioners

  
\_\_\_\_\_  
Joe Cornwell, Chairman

Ronnie Smith

  
\_\_\_\_\_  
John Downing

Raven Propes

  
\_\_\_\_\_  
Joan Isenberg

Fountain Run Water Commission met April 3, 2006, for a regular meeting with the following being present: Chairman Cornwell, John Downing, Raven Propes, Ronnie Smith, Joan Isenberg, Kenneth Jackson, Chris and Louise Veach. Manager Ricky Ross was absent.

It being determined a quorum was present, the meeting was called to order by Chairman Cornwell.

Motion by Downing and seconded by Propes to approve minutes of the previous meeting. Downing, Propes, Isenberg, and Cornwell voted Yea and Smith voted Nae. Motion Carried.

Motion by Isenberg and second by Downing to approve financial reports as presented. This unanimously passed.

Motion by Downing and second by Isenberg to purchase a new copier for the office. This unanimously passed.

Computer was discussed, Joan agreed to help Kenneth and Chris with the selection of programs we need and etc.

Reports were given on the Hughes and Downing Road projects.

A letter to Scotty (DBA Scotties Bar-B-Cue) asking him to comply with rules and Regulations of the Water and Sewer District was signed by each Water Commissioner with the Exception of Ronnie Smith.

There being no further business to come before the commission a motion by Propes and second by Isenberg to adjourn.

ATTEST: *Louise Veach*  
Louise Veach, Clerk

*Joe Cornwell*  
Joe Cornwell, Chairman

CERTIFICATION

I, Louise Veach Clerk for the Fountain Run Water Commission hereby certify this to be a true copy of the minutes taken April 3, 2006, during a regular meeting by the Fountain Run Water Commission.

WITNESS MY HAND THIS 28th day of April 2006.

*Louise Veach*  
Louise Veach, Clerk

March 6, 2006 minutes continued

Motion by Joan and second by Propes to have a letter sent to Scotty asking him to uncover and extend the sewer risers giving him 30 days from the date of the letter to do so. Motion unanimously passed.

Motion by Smith due to all fairness tht all septics be checked There was no action taken.

There being no other business to come before the commission a motion by Propes and second by Isenberg to adjourn.

ATTEST: Louise Veach  
Louise Veach, Clerk

Joe Cornwell  
Joe Cornwell, Chairman

CERTIFICATION

I, Louise Veach clerk for the Fountain Run Water District hereby certify this to be a true copy of the minutes taken during a regular meeting held March 6, 2006. These minutes are in my custody and under my control.

Witness: My hand this 9<sup>th</sup> day os March 2006.

Louise Veach  
Louise Veach, Clerk

A regular meeting was held by the Fountain Run Water Commission March 6, 2006. Those present were: Chairman, Cornwell, John Downing, Raven Propes, Ronnie Smith, Joan Isenberg, Ricky Ross, Kenneth Jackson, Chris and Louise Veach.

It being determined a quorum was present, the meeting was called to order by Chairman Cornwell.

Motion by Smith and second by Isenberg to approve Minutes as read. This was unanimously approved.

Motion by Propes and second by Isenberg to approve financial reports as presented. Motion unanimously passed.

Motion by Downing and second by Isenberg to install the check valve at the master meters on highway 87 and Mt Zion road. Those voting yea Downing, Propes, Isenberg and Cornwell. voting Nae was Smith. Motion Carried.

Motion by Propes and second by Smith to have a helper from Monroe County Water District operate the trencher for the Downing Road Project to help Kenneth and Chris. Unanimously Passed.

Public Service Investigators inspection was discussed. We got a good report with no deficiencies.

Motion by John and second by Joan to buy a computer, but check and compare prices before Next meeting. Motion unanimously passed.

Motion by Smith and second by Propes to give Fire Department \$100.00 for their service helping clean the septic tanks at Fountain Run Resturant. Motion passed. Those helping were: Larry Shaw, Ricky and Jearmy Bandy)

Motion by Smith and second by Propes to give Kenneth and Chris 1.00 per hour increase in wages making a total of 11.00 per hour. This was unanimously approved.

Motion by Propes and second by Smith to charge the 20.00 re-connection fee for going to cut off water for delinquent payment same as if water was actually cut off. Motion Unam. Passed.

Motion by Propes and second by Smith to have Kenneth check all grease traps and have Scottie uncover and extend his risers to where they can be seen from the top of the ground at all times. This being Fountain Run Resturant and Scotties Bar-B-Cue at present. Also included in this motion was to name Kenneth as the Fountain Run Sewer Superintendent. This was Unanimously approved.

Fountain Run Water Dist. No. 1  
Fountain Run, Kentucky 42133

September 9, 2005

I, Scotty Gass owner of Scotties Bar-Be-Que agree to keep the interceptor, provided by Fountain Run Sewer pumped when needed, as determined by the sewer Superintendent.

In the event of change of ownership this agreement will be extended to the new owner. Any person found to be violating any provision of this agreement shall be fined five hundred dollars (500.) for each violation and each day the violation continues.

ATTEST: Louise Veach  
Louise Veach, Clerk

Scotty Gass Emily Kentucky  
Scotty Gass, present owner

WITNESS: MY HAND THIS 9<sup>th</sup> DAY OF September, 2005.

Louise Veach  
Louise Veach, Clerk, Fountain  
Run Sewer

2005

Fountain Run Water District Commissioners met July 25th for their regular August Meeting, due to a conflict on the regular meeting night. Those present were: John Downing, Chairman Cornwell, Raven Propes, Ronnie Smith, Joan Isenberg, Ricky Ross, Chris Veach, Kenneth Jackson and Louise Veach.

The meeting was called to order by Chairman Cornwell.

Motion by Propes and second by Downing to approve minutes of the June 27th meeting. Unanimously approved.

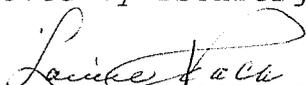
Motion by Joan Isenberg and second by John Downing to approve financial reports as presented. This unanimously passed.

Motion by Smith and second by Cornwell <sup>how to</sup> to look at Paul Cook's two meter to determine if the work had been done to make them accessible for reading and if not send Stacy Cook (his son) a registered letter return receipt telling him "services would be discontinued if not made accessible by August 25th. Also state there would be a re-connection fee when he wanted service. Those voting yea, Smith, Isenberg, Downing and Cornwell. Voting Nae was Propes stating he thought it should have already been done.

Discussion was held concerning grease traps located at each eating establishment. The maintenance employees have been told by one of their inspectors that should grease get into the sewer system it would shut the System down.

Motion was made by Isenberg and second by Propes to pass a resolution that any establishment cooking food for sale to the public to have an approved grease pit installed and maintained by the owner of the establishment. This motion unanimously passed.

There being no further business to come before the Commission it was moved by Isenberg and second by Downing to adjourn.

ATTEST:   
LOUISE VEACH, CLERK

  
JOE CORNWELL, CHAIRMAN

CERTIFICATION

I, LOUISE VEACH, Clerk for the Fountain Run Water Commission hereby certify this to be a true copy of the minutes taken July 25th. during a meeting. These minutes are in my custody and under my control.

Witness my hand this 22nd day of August 2005.

  
Louise Veach, Clerk

Alyne Dossey  
Uel Adams  
Norman Cross  
Dewie Ward  
Dr. Fant #2  
Frankie Hunt  
Earl Odle  
Clara Wheat  
Nola Berry  
Billy J. Patterson  
Aderene Osgatharp  
Lucille Downing  
Annie Jones  
Billy Stinson  
Marge Coop  
Dick Deskin  
Glady Dossey  
Sheila Hagan  
Thomas F. Bullington  
J. L. N. Transportation  
V. A. Gravens  
Lee J. Hurt  
Sue Williams  
County Inn

Millie Burgess  
Linda Burgess Murley  
Viola Wheat  
Ruby Gumm  
Candy Bowles  
Carl Goad  
Tom Austin  
Nola Woods  
C. H. Bailey  
Carl Smith  
Ezra Creek  
Jack Jordan  
Viola Wheat  
Elmer Goode  
Truman Berry  
Sally McIntire  
Hughie Hogan  
L. E. Hughes  
Marie Brown Heirs  
Terry Howser  
The Wood Shed  
Susan Goad  
Wanda Russell  
Glenda Shaw

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties

Every FRWSD user who has or is being billed a sewer bill even though the water is disconnected 1986-2013

Brenda Hunt  
Church of Christ (HWY 100)  
Bobbie Jones  
Louise Veach  
Doris Costello  
Scott & Ann Fife  
Crossroads Gifts & Antiques  
Hagan's Garage  
City of Fountain Run  
Jim & Ester Jordan  
Mitchell Jackson  
Michael Chism  
Vic C. Burgess  
Sally Gurganus  
Crossroads Café  
Sam Downing  
Jessie Mansfield  
Greg Jones  
Kerry Stinson  
Danny Burgess  
Janet Jenkins  
Eldon Veach  
Dumas Chism  
Randy Mattox  
Grace Simmons  
Chris Veach  
Leroy Disman  
Maurice Wolfe  
Terry Hardison  
James & Sue Hunt  
Kenneth R. Mattox  
James T. & Sue Hunt  
Annie Veach  
Bertie Lee Goode  
Jackie McCoy  
First Baptist Parson  
Linda Wilson  
Aubrey Jessie  
John H. Hogan  
Pete Eaton  
Willie Allen  
Charlene Slaughter  
Macio Tooley  
Gary Jones  
Mildred Givens Estate

Ronnie Woods  
Radit  
James Hughes (Chism- Hammer & Hunt)  
Jack Thorton  
Ann Fife  
Kelly Olds  
Ricky Hagan  
Ruth Hale  
Delbert Birge  
Stella Gibbs  
J. T. Dairy Barn  
Jeremy Choate  
Mortie Russell  
Randy Peters  
Tonya Cherry  
Michael Clark  
Sheila Williams  
Jerry Spivey  
Shawn Russell  
Debbie Steenbergen  
Fountain Run BBQ  
Wanda Hagan  
Louise Hughes  
Hester McIntire  
John Downing  
Alene Downing  
Peggy Rigdon  
Deleah S. Eaton  
Veachel Burgess  
Rita Downing  
Harold Brown  
Louise Ward  
Brenda Wyatt  
Mary H. Goad  
United Community BAN  
Fountain Run Feed Shed  
Houston Spear  
Roger York  
Mary Burnett  
Harold & Joe Jones  
Helen Bewley  
Kerry Stinson  
Herbert Williams  
Roberta Turner  
Frank Coe

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties

List of customers as of 4-01-2013 that are paying a sewer bill with no  
water service at this time

Brenda Hunt  
Church of Christ (HWY 100)  
Bobbie Jones  
Louise Veach  
Doris Costello  
Scott & Ann Fife  
Crossroads Gifts & Antiques  
Hagan's Garage  
City of Fountain Run  
Jim & Ester Jordan  
Mitchell Jackson  
Michael Chism  
Vic C. Burgess  
Sally Gurganus  
Sam Downing  
Jessie Mansfield  
Greg Jones  
Crossroads Café (Billed monthly – not paying)



# FOUNTAIN RUN WATER DISTRICT

226 Main Street, P.O. Box 118  
Fountain Run, Kentucky 42133  
Phone: 270-434-4080  
Fax: 270-434-4081

April 22, 2013

Robert Hawkins  
11872 Holland Rd  
Scottsville KY, 42164

RE: Open Records Request 4-15-2013

Mr. Hawkins,

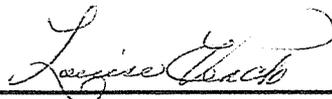
Enclosed you will find the information that you have requested from our office. However, there were some things in your request that we are unable to provide you.

You requested specifically for records of current or former customers who have requested that water and sewer be disconnected and who currently are receiving a base rate sewer bill. We do not have any records of anyone having their sewer disconnected.

Also in your request you stated that you have spoken with; Greg Jones, Jim Jordan, and Mitchell Jackson. We are unsure of the specifications that you are looking for but can assure you that these gentlemen are being billed and paying monthly for sewer and have no water consumption. You will find their names along with all the others that have done the same throughout the years on the list that we have provided you.

Lastly, you requested that we provide a copy of these records to Michelle D. Harrison, Assistant Attorney General. Our attorney, Wes Stephens, advised us that we are not required to fulfill this request due to the fact that the Attorney General is not a party of this request.

We hope that we have fulfilled your needs and again apologize for the delay. Your total owed to us for these records, at ten cents (\$.10) per page will be forty cents (\$. 40).

X 

Louise Veach

Official Custodian of Public Records

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties

# FOUNTAIN RUN WATER DISTRICT

226 Main Street, P.O. Box 118  
Fountain Run, Kentucky 42133  
Phone: 270-434-4080  
Fax: 270-434-4081

April 15, 2013

Robert Hawkins  
11872 Holland Rd  
Scottsville KY 42164

Mr. Hawkins,

We have received your request but due to the volume of information that you have requested we will not have it available for you to pick up at our office until Tuesday April 23, 2013. This is due to a death and an out of town funeral. We apologize for any inconvenience that this may cause.

Please remember that there will be a fee of ten cents (\$.10) per copy that you must pay when you pick up your requested information. At this time we are unable to tell you just what your total will be.

Again, your requested information will be available for you to pick up at our office at your earliest convenience starting Tuesday April 23, 2013 from 8 a.m. – 5 p.m.

Fountain Run Water District

X 

Louise Veach  
Official Custodian of Public Records

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties



OFFICIAL RECORDS REQUEST

Fountain Run Water District 4/15/2013

This request is specifically for records of current or former customers who have requested that water and sewer be disconnected and who currently are receiving a base rate sewer bill.

I am also requesting that any record of current or previous customers be included in this request.

A complete list of every FRWSD user who has or is being billed a base rate sewer bill even though the water is disconnected.

I would ask you to provide specific records on the following customers.

Greg Jones, Jim Jordan, and Mitchell Jackson

I spoke to each and can and will provide you with the compliance to this request if you feel KRS 61 requires it.

I am not asking for any personal information.

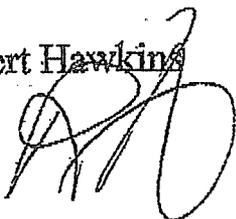
I am asking a confirmation from your office that these individuals are being billed in likeness to Crossroads café / Robert Hawkins.

Where the water is disconnected and a base rate for sewer is being billed

As you are aware you have 3 days to respond and I will be glad to pay the copy fee for all records requested.

I would also ask you to provide a copy of these records to Michelle D. Harrison Assistant Attorney General whom issued the order 13-ORD-052 to your office and a copy to your Attorney Wes Stephens.

Robert Hawkins



*4-15-13  
att'y Gen. office  
is not a party of this request -  
has telephone conversation  
with Wes Stephens -  
L. L. Linn  
Linn*

agency's belated response is any reference to KRS 61.872(5); also lacking is a detailed explanation of which permissible reason for delay applied here, if any. On appeal the agency does not address either deficiency. Based upon the foregoing, this office finds the agency's ultimate disposition of the request both procedurally and substantively deficient.

A party aggrieved by this decision may appeal it by initiating action in the appropriate circuit court pursuant to KRS 61.880(5) and KRS 61.882. Pursuant to KRS 61.880(3), the Attorney General should be notified of any action in circuit court, but should not be named as a party in that action or in any subsequent proceeding.

Jack Conway  
Attorney General



Michelle D. Harrison  
Assistant Attorney General

#77

Distributed to:

Robert Hawkins  
Louise Veach  
Ina Elmore  
Wes Stephens

support, we note that KRS 61.872(5), the only provision in the Act that authorizes postponement of access to public records beyond three business days, expressly states:

*If the public record is in active use, in storage or not otherwise available, the official custodian shall immediately notify the applicant and shall designate a place, time, and date for inspection of the public records not to exceed three (3) days from receipt of the application, unless a detailed explanation of the cause is given for further delay and the place, time, and earliest date on which the public record will be available for inspection.*

Additionally, we note that in OAG 92-117 . . . this office made abundantly clear that the Act "normally requires the agency to notify the requester *and designate an inspection date not to exceed three days from agency receipt of the request.*" OAG 92-117, p. 3. Only if the parameters of a request are broad, and the records implicated contain a mixture of exempt and nonexempt information, and are difficult to locate and retrieve, will a determination of what is a "reasonable time for inspection turn on the particular facts presented." OAG 92-117, p. 4. In all other instances, "timely access" to public records is defined as "*any time less than three days from agency receipt of the request.*" OAG 82-300, p. 3; see also 93-ORD-134 and authorities cited therein.

01-ORD-140, pp. 3-4 (emphasis added).

As in 01-ORD-140, and 07-ORD-179, 10-ORD-199, and 11-ORD-035, to name a few, this office must conclude that in failing to issue a written response of any kind to a request made under the Open Records Act within three business days of receipt, *and* provide any *existing* responsive documents, the agency violated KRS 61.880(1) as it did not invoke KRS 61.872(5). In the absence of a legitimate detailed explanation of the cause for delaying access until this appeal was initiated, the Attorney General finds that Mr. Hawkins did not receive "timely access" to the records eventually provided. Noticeably absent from the

District did not cite KRE 503, nor has it attempted to make a showing that each of the required elements can be satisfied as to all of the documents withheld. A "bare assertion relative to the basis for denial . . . does not satisfy the burden of proof. . . ." 00-ORD-10, p. 11. The District is authorized to withhold those records that are privileged "only if it can articulate, in writing, the reasons for withholding a record, or group of records, with sufficient particularity and detail to enable the public to assess the propriety of its actions." 05-ORD-136, p. 8; 03-ORD-042; 06-ORD-166. In so holding, this office is not implying that the District cannot successfully build a case for withholding some, if not all, of the documents responsive to Item 6 on the basis of KRE 503 (and/or CR 26.02), only that it has failed to provide sufficiently detailed information to substantiate its position thus far. This office is also compelled to note that in failing to issue a timely written response to Mr. Hawkins's request, the District violated the Act from a procedural standpoint.

In relevant part, KRS 61.880(1) provides:

Each public agency, upon any request for records made under KRS 61.870 to 61.884, shall determine within three (3) days, excepting Saturdays, Sundays, and legal holidays, after the receipt of any such request whether to comply with the request and shall notify in writing the person making the request, within the three (3) day period of its decision. An agency response denying, in whole or in part, inspection of any record shall include a statement of the specific exception authorizing the withholding of the record and a brief explanation of how the exception applies to the record withheld.

In applying this provision, the Attorney General has consistently observed:

"The value of information is partly a function of time." *Fiduccia v. U.S. Department of Justice*, 185 F.3d 1035, 1041 (9<sup>th</sup> Cir. 1999). This is a fundamental premise of the Open Records Act, underscored by the three day agency response time codified at KRS 61.880(1). Contrary to [the agency's] apparent belief, *the Act contemplates records production on the third business day after receipt of the request, and not simply notification that the agency will comply.* In

client privilege<sup>2</sup> in the context of an Open Records dispute *if*, as in *Hahn v. University of Louisville*, 80 S.W.3d 771 (Ky. App. 2001), all of the elements of the privileges are present. See 01-ORD-246; 02-ORD-161; 10-ORD-177. However, this office has also recognized that a public agency “cannot withhold every document that relates to a particular matter under KRS 61.878(1)[(1)] and the attorney-client [privilege or] work product doctrine simply because it is represented by an attorney in the matter.” 01-ORD-246, p. 17, quoting OAG 91-109. In 03-ORD-015, this office reminded the agency that there is no “litigation” or “residual” exception that can be invoked by a public agency solely because it is engaged in litigation, or threatened litigation, emphasizing that the attorney-client privilege and work product doctrine could not “be invoked absent a showing that each of the elements of KRE 503 or CR 26.02 [is present.]” *Id.*, p. 6. More recently, the Kentucky Supreme Court recognized that the attorney-client privilege “does not apply to all communications between an attorney and a client. Indeed, to fall under the attorney-client privilege, a communication must be confidential, relate to the rendition of legal services, and not fall under certain exceptions.” *Cabinet for Health and Family Services v. Scorsone*, 251 S.W.3d 328, 329 (Ky. 2008).

In sum, KRE 503(b) *only* applies when a public agency can establish that *all* three of the following elements are present: 1) relationship of attorney and client; 2) communication by or to the client relating to the subject matter upon which professional advice is sought; and 3) the confidentiality of the expression for which the protection is claimed. 97-ORD-127, p. 1(citation omitted).<sup>3</sup> The

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<sup>2</sup> The attorney-client privilege extends to confidential communications:

- (1) Between the client or a representative of the client and the client’s lawyer or a representative of the lawyer.
- (2) Between the lawyer and a representative of the lawyer;
- (3) By the client or a representative of the client or the client’s lawyer or a representative of the lawyer representing another party in a pending action and concerning a matter of common interest therein;
- (4) Between representatives of the client or between the client and a representative of the client; or
- (5) Among lawyers and their representatives representing the same client.

See 06-ORD-125, pp. 3-10, for application of the attorney-client privilege in the context of an Open Records dispute generally.

<sup>3</sup> This office has recognized, consistent with KRE 503(b), that the attorney-client privilege “extends to representatives of the attorney when those representatives are employed by the attorney to facilitate the rendition of legal services and the identity of purpose that underlies the privilege.” 10-ORD-030, p. 5.

violates KRS 61.880(1), "if it fails to advise the requesting party whether the requested record exists," with the necessary implication being that a public agency discharges its duty under the Open Records Act in affirmatively indicating that no such records exist, or advising that it lacks possession and explaining why, as the District ultimately did here. On many occasions, the Attorney General has expressly so held. 04-ORD-205, p. 4; 99-ORD-98; 09-ORD-029; 11-ORD-069. Under the circumstances presented, our duty is not "to conduct an investigation in order to locate records whose existence or custody is in dispute." 01-ORD-36, p. 2. KRS 61.880(2)(a) narrowly defines our scope of review.

However, in order to ensure that the Open Records Act is not "construed in such a way that [it] become[s] meaningless or ineffective," *Bowling* at 341, this office has recognized that "the existence of a statute, regulation, or case law directing the creation of the requested record" creates a rebuttable presumption of the record's existence at the administrative level, which a public agency can overcome "by explaining why the 'hoped-for record' does not exist." 11-ORD-074, p. 4; 12-ORD-038. No such authority has been cited or independently located here. Assuming the District made "a good faith effort to conduct a search using methods which [could] reasonably be expected to produce the record(s) requested," it complied with the Act, regardless of whether the search yielded any results, in affirmatively indicating that no records were located. 05-ORD-109, p. 3; 01-ORD-38; OAG 91-101. See 11-ORD-091 (appellant did not cite, nor was the Attorney General aware of, "any legal authority requiring agency to create or maintain" the records being sought from which their existence could be presumed under 11-ORD-074); see also 11-ORD-118. Only item 6 remains at issue.

The courts and this office have recognized that public records may be withheld from disclosure under the work-product doctrine<sup>1</sup> and/or attorney-

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<sup>1</sup> Records which are the work product of an attorney prepared or collected in anticipation of litigation or when advising a client are not discoverable under CR 26.02 and, therefore, may be withheld under the Open Records Act. This doctrine, authority for which is derived from KRS 447.154, is codified at CR 26.02(3). See 07-ORD-147, pp. 8-10, a copy of which is attached hereto and incorporated by reference, for application of the work product doctrine in the context of an Open Records dispute generally.

4. A copy of the original contract signed by the original owners of 212 [M]ain [S]t. Fountain Run at the time sewer was originally installed.
5. A complete billing history of 212 [M]ain [S]t. from time septic/sewer was installed.
6. A copy of all correspondence on the matter of Crossroads [C]afe' sewer billing. Please include any legal submissions to Wes Stephens and FRWSD council.
7. A copy of the minutes for the November 2012 and December 18, 2012 FRWSD Board meetings.
8. A written explanation and rationale for the [s]ewer billing.

Mr. Hawkins also requested that the District provide a "written explanation" of the reason(s) if any records were not provided. Having received no written response of any kind, Mr. Hawkins initiated this appeal by undated letter received in this office on March 8, 2013.

Upon receiving notification of Mr. Hawkins's appeal from this office, Monroe County Attorney Wes Stephens responded on behalf of the District. He advised that documents responsive to all items of the request were included with his March 22, 2013, letter with the exceptions of Item 3, in response to which Mr. Stephens explained that "[t]here are no customers who are being billed for sewer who had [their] water disconnected since 2000," and Item 6, to which Mr. Stephens denied access because "[a]ny response would violate the attorney-client privilege." Any issues regarding items 1, 4, 5, 7, and 8 were rendered moot upon the agency's disclosure of all existing responsive documents; accordingly, this office respectfully declines to render a decision relative to same per 40 KAR 1:030, Section 6. See 03-ORD-087; 04-ORD-046. In addition, the District cannot produce that which it does not have nor is the agency required to "prove a negative" in order to refute a claim that certain records exist in the absence of a *prima facie* showing by the requester. See *Bowling v. Lexington Fayette Urban County Government*, 172 S.W.3d 333, 340-341 (Ky. 2005); 07-ORD-188; 07-ORD-190. The record on appeal is devoid of any showing.

The right to inspect records only attaches if the records being sought are "prepared, owned, used, in the possession of or retained by a public agency." KRS 61.870(2); 02-ORD-120, p. 10; 04-ORD-205. A public agency's response



COMMONWEALTH OF KENTUCKY  
OFFICE OF THE ATTORNEY GENERAL

JACK CONWAY  
ATTORNEY GENERAL

CAPITOL BUILDING, SUITE 118  
700 CAPITAL AVENUE  
FRANKFORT, KENTUCKY 40601  
(502) 696-5300  
FAX: (502) 564-2894

13-ORD-052

April 9, 2013

In re: Robert Hawkins/Fountain Run Water District

**Summary:** Fountain Run Water District violated the Open Records Act in failing to either properly invoke KRS 61.872(5) if appropriate, or provide requester with timely access to documents requested in compliance with KRS 61.880(1), but ultimately provided requester with all existing responsive documents in response to his appeal with exception of those withheld on basis of attorney-client privilege. Although District is entitled to withhold any records that satisfy all three elements of KRE 503, the agency has not satisfied its burden of proving that KRE 503 applies yet.

***Open Records Decision***

The question presented in this appeal is whether the Fountain Run Water District violated the Kentucky Open Records Act in the disposition of Robert Hawkins's December 19, 2012, request for the following:

1. A complete roster of Board members and all employees of FRWSD.
2. A complete payroll for FRWSD monthly or yearly.
3. A complete list of every FRWSD user who has or is being billed for sewer even though water is disconnected since 2000.

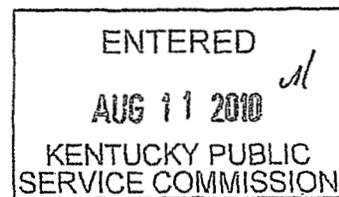


Based upon our review of the evidence of record, we find no information to suggest that any of the candidates are unqualified to serve in the designated positions. We further find that each of the candidates resides within Fountain Run District's territory and possesses adequate education, business skills, and experience to perform the duties of water district commissioner and that each should be appointed and approved to fill the position that he currently holds as a holdover incumbent.

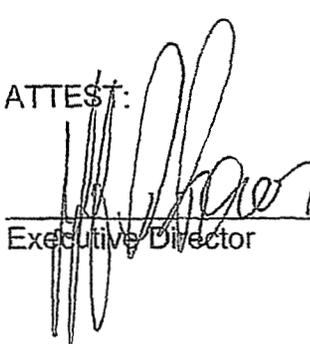
IT IS THEREFORE ORDERED that:

1. Raven Propes is appointed to fill an existing vacancy on Fountain Run District's Board of Commissioners. His term shall expire March 2, 2014.
2. Ronnie Smith is appointed to fill an existing vacancy on Fountain Run District's Board of Commissioners. His term shall expire March 2, 2012.
3. John Downing is appointed to fill an existing vacancy on Fountain Run District's Board of Commissioners. His term shall expire November 17, 2011.

By the Commission



ATTEST:

  
\_\_\_\_\_  
Executive Director

Monroe County Fiscal Court, Mr. Downing, Mr. Propes, and Mr. Smith be made parties to this proceeding. We further directed Mr. Downing, Mr. Propes, and Mr. Smith to provide information regarding their personal backgrounds and afforded all parties the opportunity to nominate additional persons to fill the existing vacancies. Mr. Downing, Mr. Propes, and Mr. Smith have responded to the Commission's directives to provide information.

Pursuant to KRS 74.020(1)(a), a county judge/executive appoints water district commissioners with the approval of the county's fiscal court. KRS 74.020(4), however, provides that the Commission shall fill a vacancy on the board of commissioners "if, within ninety (90) days following the expiration of the term, the vacancy has not been filled by the appropriate county judge/executive with approval of the fiscal court."

The Commission finds that three vacancies currently exist on Fountain Run District's Board of Commissioners. We also find that the vacancies have existed for longer than 90 days. The Appendix to this Order lists the past appointments to Fountain Run District's Board of Commissioners and the current vacancies to the extent that the Commission has been able to document them.<sup>8</sup>

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<sup>8</sup> Our review of these appointments indicates that, at some point, the Monroe County Judge/Executive and Monroe County Fiscal Court failed to comply with KRS 74.020(4) when making appointments. Monroe County Fiscal Court created Fountain Run District on March 2, 1964. The water district's first commissioners were appointed on that date. As the persons initially appointed to serve on Fountain Run District's Board of Commissioners had terms ending one or more years from March 2, their successors' terms should also end on that date. In the mid-1980s, the County Judge/Executive, with the approval of Fiscal Court, erroneously made appointments whose terms differed from the originally established terms. On November 18, 1987, Monroe County Fiscal Court expanded the membership of Fountain Run District's Board of Commissioners to provide for two additional commissioners. The terms of these new appointees ended on November 17. On November 21, 1990, Monroe County Fiscal Court reduced the membership of the Board of Commissioners to three members. In filling the vacancies that currently exist on Fountain Run District's Board of Commissioners, the Commission has returned to the original term periods and has assumed that the two positions eliminated by the Fiscal Court's action in 1990 were the first positions whose terms expired.

County Judge/Executives of Monroe, Allen and Barren counties appoint the water district commissioners with the approval of the fiscal court of the appropriate county.<sup>5</sup> Pursuant to KRS 74.020(1), the terms of the members of a water district's board of commissioners are staggered.<sup>6</sup>

Fountain Run District reports that the terms of Fountain Run District Commissioners John Downing, Raven Propes, and Ronnie Smith expired in November 2004. Since the expiration of their terms, the Monroe County Judge/Executive has not acted to appoint a successor despite written requests from the water district for such action. On January 25, 2010, Joe Cornwell, the present chairman, requested that the Commission fill the vacant terms.<sup>7</sup> He and Fountain Run District's other remaining commissioner recommended that Mr. Downing, Mr. Propes, and Mr. Smith be reappointed to fill the vacant positions.

On February 26, 2010, we initiated this proceeding to fill the existing vacancies. To ensure notice to all persons with a significant interest in this matter, the Commission ordered that Fountain Run District, Monroe County Judge/Executive Wilbur Graves,

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<sup>5</sup> KRS 74.020(1)(b). When the water district was created, Fountain Run District's territory was exclusively within Monroe County. The Monroe County Judge/Executive appointed the three members of the water district's board of commissioners. It was subsequently extended to portions of Allen and Barren counties. In November 1987, Monroe County Fiscal Court approved the expansion of Fountain Run District's Board of Commissioners from three members to five members. Reversing course three years later, Monroe County Fiscal Court reduced the number of commissioners to three. Currently, Fountain Run District has five members. The County Judge/Executives of Barren County and Allen County have each appointed a member to Fountain Run District's Board of Commissioners to serve with the three members whom the Monroe County Judge/Executive appoints. The record of this proceeding does not contain sufficient evidence to show when these additional members were added to Fountain Run District's Board or the basis for both additions.

<sup>6</sup> See KRS 74.020(1)(a) ("Initial appointments shall be for terms of two (2), three (3), and four (4) years, as designated by the Court").

<sup>7</sup> Mr. Cornwell wrote the Commission to request Commission assistance in the reappointment of Commissioners. The Commission considers this letter as an application to make appointments to fill the vacancies.

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

REQUEST OF FOUNTAIN RUN WATER            )  
DISTRICT FOR APPOINTMENT OF            ) CASE NO. 2010-00027  
COMMISSIONERS                                )

O R D E R

Fountain Run Water District ("Fountain Run District") has advised the Commission in writing of the existence of vacancies on Fountain Run District's Board of Commissioners due to the expiration of the terms of three incumbents and has requested that the Commission appoint the incumbents to fill these vacancies. By this Order, we grant the request.

Fountain Run District, a water district organized in 1963 pursuant to KRS Chapter 74, owns and operates facilities that distribute water for compensation to approximately 540 customers in Monroe, Allen and Barren counties, Kentucky.<sup>1</sup> As of December 31, 2009, Fountain Run District had total assets and other debits of \$1,960,811.<sup>2</sup> For the calendar year ending December 31, 2009, it had total operating revenues of \$233,166.<sup>3</sup>

A five-member board of commissioners administers Fountain Run District and has the statutory responsibility to "control and manage" the water district's affairs.<sup>4</sup> The

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<sup>1</sup> *Annual Report of Fountain Run Water District to the Public Service Commission of Kentucky for the Year Ended December 31, 2009* ("Annual Report") at 4, 5 and 21.

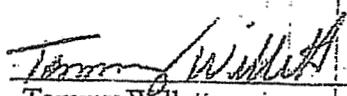
<sup>2</sup> *Annual Report* at 12.

<sup>3</sup> *Id.* at 9.

<sup>4</sup> KRS 74.020(1).

Monroe County Fiscal Court  
Appointment To  
Fountain Run Water Board

It becoming necessary to appoint/reappoint to the Fountain Run Water Board. It is hereby ordered that John Downing be reappointed to the board to serve for a period of 3 years beginning November 17th, 2011 through November 17th, 2014.  
Given under my hand as Judge Executive of Monroe County this 15th of December, 2011.



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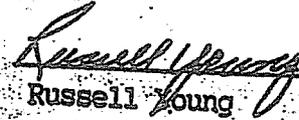
Tommy Willett  
County Judge/Executive

Monroe County Court  
Appointment To  
Fountain Run Water District

It becoming necessary to appoint a member to the Fountain Run Water District.

It is hereby ordered that John Downing is appointed to serve on the commission. from Nov. 2001 until Nov. 2004.

Given under my hand as Judge of Monroe County Court, this 17 th day of October, 2001.

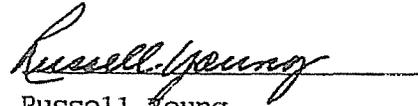
  
Russell Young

Monroe County, La.

Monroe County Court  
Appointment To  
Fountain Run Water District

It becoming necessary to appoint a member to the Fountain Run Water District.

It is hereby ordered that John Downing is appointed to serve on the commission from Nov. 1998 until Nov. 2001.  
Given under my hand as Judge of Monroe County Court, this 17<sup>th</sup> day of Nov. 1998.



Russell Young

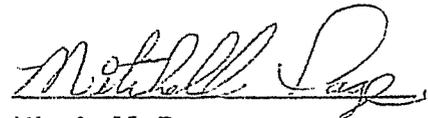
Monroe County Judge/Executive

RECEIVED  
Fountain Run Water District  
NOV 17 1998

Monroe County Court  
Appointment To  
Fountain Run Water District

It becoming necessary to appoint a member to the Fountain Run Water District.

It is hereby ordered that John Downing is appointed to serve on the commission *from Nov. 1995 to Nov. 1998.*  
Given under my hand as Judge of Monroe County Court, this 18th.  
day of Oct. 1995.



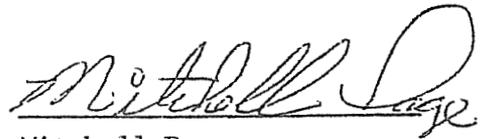
Mitchell Page

Monroe County Judge/Executive

Monroe County Court  
Appointment To  
Fountain Run Water District

It becoming necessary to appoint a member to the Fountain Run Water District.

It is hereby ordered that John Downing is appointed to serve on the commission from Nov. 1992 until Nov. 1995.  
Given under my hand as Judge of Monroe County Court, this 18 day of November 1992.



Mitchell Page

Monroe County Judge/Executive

STATE OF KENTUCKY )  
COUNTY OF MONROE ) SBI.

I, Larry L. Pincock, County Court Clerk for the County of Monroe, Kentucky, do hereby certify that the following Local Board Member was named in my office on Dec 18 92 and was sworn in on Dec 18 92. Given under my hand and seal of office on Dec 18 92.  
L. Pincock Clerk  
7:01 (RM) - PLS  
TST

Monroe County Fiscal Court  
Appointment To  
Fountain Run Board

It becoming necessary to appoint/reappoint to the Fountain Run Water Board. It is hereby ordered that Ronnie Smith be reappointed to the board to serve for a period of 4 years beginning March 14, 2012 through March, 2016.

Given under my hand as Judge Executive of Monroe County this 15th of March, 2012.

  
\_\_\_\_\_  
Tommy Willett  
County Judge/Executive

*3c Smith*

79

Monroe County Fiscal Court  
Appointment To  
Fountain Run Water Board

re-  
It becoming necessary to appoint a member to the Monroe County  
Fountain Run Water Board

It is hereby ordered that Ronnie Smith is appointed to the  
board to serve for a period of 4 years, beginning April, 2004 through  
April, 2008

Given under my hand as Judge /Executive of Monroe County Fiscal Court, this 15 day  
of April, 2004

*Wilbur Graves*  
Wilbur Graves  
Judge/Executive

14

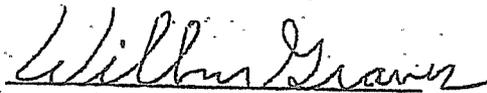
3 c. Smith

Monroe County Fiscal Court  
Appointment To  
Fountain Run Water District

It becoming necessary to appoint a member to the Fountain Run Water District.  
X To replace Mark Tracy

It is hereby ordered that Ronnie Smith is appointed to serve on the  
commission from Nov. 03 until April, 04.

Given under my hand as County Judge/Executive of Monroe County, this 20 day of  
November, 2003



Wilbur Graves  
Monroe County Judge/Executive

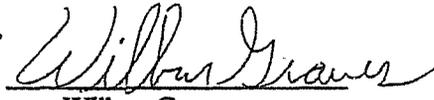
Monroe County Fiscal Court  
Appointment To  
Fountain Run Water Board

It becoming necessary to appoint a member to the Monroe County  
~~Fountain Run Water~~ Board.

It is hereby ordered that Ravin Propers is appointed to the  
board to serve for a period of \_\_\_\_\_ years, beginning Jan, 04 through  
November, 2004.

Given under my hand as Judge /Executive of Monroe County Fiscal Court, this<sup>28</sup> day  
of January 2004.

To fill the unexpired term of Odell Brooks.

  
Wilbur Graves  
Judge/Executive

COMMONWEALTH OF KENTUCKY  
BARREN COUNTY, KENTUCKY

EXECUTIVE ORDER

WHEREAS, Brenda Steenbergen having been appointed to represent Barren County, Kentucky, as a Commissioner of the Fountain Run Water District on September 22, 2009, to fill an unexpired term.

IT IS HEREBY ORDERED that Brenda Steenbergen, Fountain Run, Kentucky 42133, be reappointed as a Commissioner of the Fountain Run Water District commencing as of March 16, 2012, and she shall serve in this capacity until a successor is appointed, accepts, and assumes the duties of this office.

This March 6, 2012.



Davie D. Greer  
Barren County Judge/Executive

Term Expires: March 16, 2016

COMMONWEALTH OF KENTUCKY  
BARREN COUNTY, KENTUCKY

EXECUTIVE ORDER

WHEREAS, Joan Isenberg having tendered her resignation as a Commissioner of the Fountain Run Water District representing Barren County, Kentucky, due to moving out of the district.

IT IS HEREBY ORDERED that Brenda Steenbergen,

Fountain Run, Kentucky 42133, be appointed as a Commissioner of the Fountain Run Water District to fill the unexpired term ending March 16, 2012, and she shall serve in this capacity until a successor is appointed, accepts, and assumes the duties of this office.

This September 22, 2009.



Davie D. Greer  
Barren County Judge/Executive

Term Expires: March 16, 2012



# Allen County Fiscal Court

Johnny Hobdy  
Allen County Judge/Executive



**COUNTY JUDGE SECRETARY**

*Mariah Burnley*

**COUNTY TREASURER**

*Melba Patrick*

**JUSTICE OF THE PEACE**

*Dennis Harper • Danny Rutheford • Tony Wolfe • Rickey Cooksey • Raman Perry, Jr.*

**OCCUPATIONAL TAX**

**ADMINISTRATRIX**

*Sandra G. Mentor*

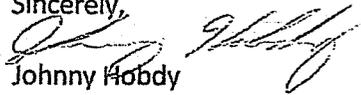
03-13-12

Fountain Run Water District  
226 Main Street - P.O. Box 118  
Fountain Run, KY 42133

RE: Re-Appointment of Joe Cornwell  
Fountain Run Water District Board

The Allen County Fiscal Court met in regular session Tuesday, March 13, 2011 with County Judge/Executive Johnny Hobdy presiding. At this meeting, Joe Cornwell was unanimously approved to be re-appointed to the Fountain Run Water District Board for another term.

Sincerely,

  
Johnny Hobdy  
Allen County Judge Executive

sgm

you anytime but now is not the time. Donna had to ask one more question. What can we do as citizens of Allen County, do we need to sign a petition I think I asked that last time, what do we need to do to keep the Merit Board as protection for our deputies. What can we do as citizens? Danny Rutheford said Donna I don't know how we can explain this to make it any simpler. Your deputies are protected. Regardless of what everybody thinks the Constitution of this great country protects your deputies. That's all we can say, okay. Rickey Cooksey said you need to call you State Representative and get some legislation passed like he was talking about where we can get everybody in ~~the~~ the other 120 counties but this is not the thing. Dennis Harper spoke up and said, it's not only the deputies that need protection, Johnny Threet running the road grader needs protection, the Court security needs protection, all these people need protection it's not just the deputies and I think what they're saying going to the State Representative and try to get legislation passed to protect the county employees instead of having to replace every four years is the avenue to take. Donna said I agree with that but Johnny Threet doesn't put a gun on his side and go to calls every day. I don't and neither do any of you. They are trained, professionally trained by one of the top law enforcement facilities in the United States. I don't mean to take up the courts time, I appreciate you letting me speak, this is not personal, Sam this is not personal, this is just the way I feel and lot of other feel about it. Judge Young thanked her for her remarks.

The next item on the agenda is to reappoint Joe Cornwell with the Fountain Run Water Department. He is the presently the district chairman and his term expires on 4-08 and other board members have asked for him to be reappointed. Motion made by Danny Rutheford seconded by Rickey Cooksey to reappoint Joe Cornwell to the Fountain Run Water Department, Motion unanimously approved.

*4-12 expires (Done March 11, 2008) meeting*

Next is an addition to the agenda. We have been asked to put a water line on Forest Spring Road to serve the rest of the people on that road. We have all the right of ways signed and notarized and we are ready to proceed with that waterline. We do have some funds available from BRADD and the cost of the water line will be \$2,991.68. Motion made by Danny Rutheford seconded by Roman Perry, Jr. to approve the water line on Forest Springs Road. Motion unanimously approved.

Roman Perry, Jr. asked while we are on the subject are we going to have any of that money left. Judge Young said we have very little left and we've got one more road we're waiting on the right of ways signed, it may still be a little left, that's on the Hade Bell Road. Roman said he had one he had been asking about for over a year and it never did happen. I have a little stretch on Trammel Road; we need to get a price on. Judge Young told him to see him after the meeting. Dennis Harper said he would like to keep J. E. Carver Road on that list too.

Judge Young asked to court to do a name change on a road off of Guy Brown Road. It is now called Meadowlark Lane. There is a section that has not been completed and all we're doing today is changing the name of a road in this plat. We're not accepting this road or anything because before we can accept it provisions have to be made for a turn around at the end of the road or the road has to be completed as shown by another developer. It will be changed to Clearfork Way. Meadowlark Lane is not ~~the~~ the plat the whole road is named Meadowlark and we need to change the name for OII purposes. Right now

*Jessie Combs  
New appointment  
until 2/28/08*

Regular Meeting

March 11, 2008

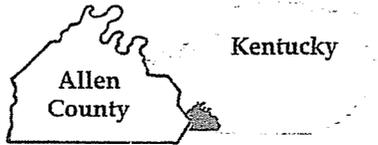
The Allen Fiscal Court met in Regular Session at 9:00 A.M. on Tuesday, March 11th, 2008 in the District Courtroom with the following present; Magistrates Dennis Harper, Danny Rutheford, Gary Horne, Rickey Cooksey and Roman Perry Jr., County Attorney Bill Hagenbuch, Fiscal Court Clerk Beverly Calvert with County Judge Executive Bobby Young presiding.

The first item is to approve the minutes of the February 26<sup>th</sup>, 2008 meeting. Motion made by Roman Perry, Jr. seconded by Gary Horne to approve the minutes of the February 26<sup>th</sup>, 2008 meeting. Motion unanimously approved.

Next item on the agenda is the bills list. Judge Young said along with the bills list The City of Scottsville E911 was not in on time. It's a special page and is already approved I just put it in there for your information. Also the Scottsville Fire Department county fire runs for January and February. Roman Perry, Jr. asked about the plumbing at the transfer station and wondered why it was in the road department, Judge Young said a water line broke under the road in three or four places at the transfer station. Danny Rutheford said he wanted to mention one he talked to Mariah about, it's where Sam and them use the credit card and there are late charges. Mariah told me she gets the check there in plenty of time and the company is taking to long to post it. I can't speak for everybody but I told her to call them and tell them we meet on this date and this date and there's no excuse for you guys not to post them on time and if they don't like the way we do our accounting, we should cancel the card and get another one. There are too many people wanting our business on a credit card and I told her not to pay that late fee. Roman Perry, Jr. asked if car #23 was the one we wrecked recently because there is a bill for glass that's \$815.00. Sheriff Carter said it isn't car #23 it's car #20. One of our fine citizens knocked the back glass out of it and they will have to reimburse the county for it. I talked to the Judge about it because it was more than \$500.00 and he told me to go ahead and fix it. Motion made by Danny Rutheford seconded by Rickey Cooksey to approve the bills list. Motion unanimously approved. (See copy attached)

Judge Young read a Resolution adopting and approving the execution of a County Road Aid Coop Program Contract. He stated the total amount we will be getting from the Commonwealth for the Contract is \$954,598.99 with 3% being put in the emergency fund as always. Motion made by Dennis Harper seconded by Roman Perry, Jr. to approve Resolution #03-11-08 adopting and approving the execution of a County Road Aid Coop Program Contract. Motion unanimously approved. Motion made by Danny Rutheford seconded by Gary Horne authorizing Judge Young to sign the contract documents for Resolution #03-11-08. Motion unanimously approved. (See copy attached)

Judge Young told the court they are putting a weather station out at the high school on the school property and we have been asked to participate in the cost of putting a fence up. I told them I would ask them if their getting damaged. The total cost of the fence is 32015.00. Roman Perry, Jr. asked if that price is 100% of it. Judge Young replied yes it is.



**Johnny Hobdy**  
*Allen County Judge/Executive*

**COUNTY JUDGE SECRETARY**

*Mariah Burnley*

**COUNTY TREASURER**

*Melba Patrick*

**JUSTICE OF THE PEACE**

*Edward Isenberg Jr. • Franklin Hogue • Hollis Herald • Braddie Williams • Roman Perry Jr.*

**OCCUPATIONAL TAX  
ADMINISTRATOR**

*Beverly J. Anderson*

March 24, 2004

**Fountain Run Water District:**

The Allen County Fiscal Court at its meeting on March 23<sup>rd</sup>, 2004 voted to appoint Joe Cornwell to the Fountain Run Water District Board for a four year term. He was chosen to serve to represent the customers you serve in Allen County. If you should have any questions please feel free to call.

Thank you,

A handwritten signature in black ink, appearing to read "Johnny Hobdy".

**Johnny Hobdy**  
Allen County  
Judge Executive

# FOUNTAIN RUN WATER DISTRICT

226 Main Street, P.O. Box 118  
Fountain Run, Kentucky 42133  
Phone: 270-434-4080  
Fax: 270-434-4081

April 3, 2013

Robert Hawkins  
11872 Holland Rd  
Scottsville KY 42164

Mr. Hawkins,

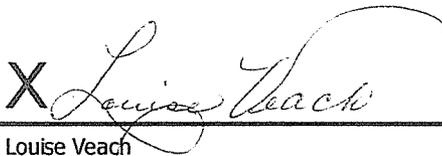
We have received your request regarding the specific records for the Fountain Run Water Commissioners dated March 25, 2013. It was received in our office via fax on Tuesday April 2, 2013 at 2:11 p.m. and we have enclosed a copy of that fax so that you may see the date and time received on the bottom of the page.

The information that you have requested is available for you to pick up at our office Monday – Friday 8 a.m. – 5 p.m. once you have paid our copying fee which is ten cents (\$.10) per page. Your total owed is \$1.90. This is in accordance with our administrative regulations governing inspection of public records.

In a portion of your written request, we received via fax; you requested that we include each date of training if more than one (1) date is in record for our acting Commissioners. This information is not available due to the fact that our Commissioners have not, at this time, received any training. However, we are currently working with the Public Service Commission and they are all scheduled to attend an upcoming class on August 13<sup>th</sup> and 14<sup>th</sup> 2013.

Please let it be known that in accordance with the Open Records Act, KRS 61.870 to 61.884, we have met our obligations thus far in response to your request as it clearly states that a public agency's three (3) day response time begins to run the day after the request is received.

Fountain Run Water District



Louise Veach  
Official Custodian of Public Records

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties



FRWSD Commissioners RECORDS

Records Request from Robert Hawkins on March 25, 2013  
To Fountain Run water sewer district

This request is for specific records for the following Water commissioners acting as the Fountain Run Water Sewer District water board.

Joe Cornwell, Ronnie Smith, Brenda Steenburgen Turner, Ravin Propes, John Downing.

I am specifically requesting the dates of appointment and the appointing authority including county by which each of these members were appointed. I am also requesting the specific dates that each current member completed PSC sanctioned training as required by the Kentucky Revised Statues 278. I am also requesting that you include each date of training if more than 1 date is in record or acknowledge that no training has been undertaken.

As per my last records request I would like to remind you that as a open record open meetings request under KRS 61 that FRWSD as the public entity has 3 business days to comply with this request or respond in writing with an explanation as to why you refuse. Please mail to the address below.

Robert Hawkins  
3/25/2013

11872 Holland Rd  
Scottsville, KY. 42164

Mr. Jeff Derouen, Executive Director  
Public Service Commission  
February 25, 2013, Page Two (2)

(2)

**Cc: Parties of Record**

Robert Hawkins, Complainant (sent via Certified US Mail Return Receipt Requested)

- Wes Stephens, County Attorney
- Tommy Willett, Monroe Co Judge/ Executive
- Johnny Hobdy, Allen Co Judge/ Executive
- Davie Greer, Barren Co Judge/ Executive
- Steve Eason, Mayor, City of Fountain Run
- Jill A. Ford, Monroe Co Public Health Director
- Timothy Hume, MD., Monroe County Board of Health Chairman

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties



# FOUNTAIN RUN WATER DISTRICT

226 Main Street, P.O. Box 118  
Fountain Run, Kentucky 42133  
Phone: 270-434-4080  
Fax: 270-434-4081

(1)

February 25, 2013

**CASH EXPRESS**  
888-899-0399

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
P.O. Box 815  
Frankfort KY, 40602-0615

*Recd.  
3-25-13  
from - Wes Stephens -*

RE: Case No. 2013-00017

Dear Mr. Derouen:

Loans

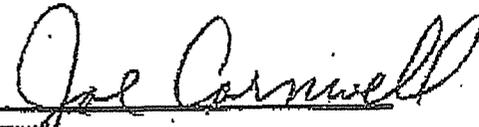
Checks Cashed

The Fountain Run Water Commission met for their monthly scheduled meeting Tuesday, February 19, 2013 and voted unanimously to answer Mr. Hawkins complaint to Case NO. 2013-00017.

1. The Fountain Run Water District/Sewer Division has a contract. The sewer cannot be disconnected therefore the Fountain Run Water District will continue billing Crossroads Café and all other users in likeness.

2. Seating Practices of the Fountain Run Water District Board Members: Each of the Board Members have been appointed by the respective Judges and Fiscal Court of their counties. Louise Veach is not or never has been a commissioner. The Board Members agreed to complete the proper training, which is required by the state, at the nearest location when it becomes available. Thank you.

Sincerely,  
Fountain Run Water District

X   
\_\_\_\_\_  
Joe Cornwell  
Chairman

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties



Fountain Run Water District  
226 Main Street  
P.O. Box 118  
Fountain Run, Kentucky 42133

This the 25<sup>th</sup> day of March, 2013.

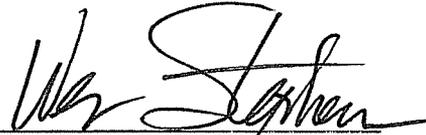
A handwritten signature in black ink, appearing to read "Wes Stephens". The signature is written in a cursive style with a large, stylized initial "W".

WES STEPHENS  
Attorney for Defendant

It has become apparent that the original response was addressed incorrectly. The Fountain Run Water District addressed the letter to Mr. Jeff Derouen to P.O. Box **815** instead of P.O. Box **615**. This was done by oversight with no malicious intent.

WHEREFORE, the Fountain Run Water District prays that the Public Service Commission will accept the letter style response dated the 25<sup>th</sup> day of February, 2013, as its initial response and accept a late filing due to apparent delivery problems associated with the United States Postal Service.

This 25<sup>th</sup> day of March, 2013.



WES STEPHENS  
Attorney at Law  
215 North Main Street  
Tompkinsville, Kentucky 42167  
270-487-6303 Telephone  
270-487-1013 Facsimile  
[wslaw42167@yahoo.com](mailto:wslaw42167@yahoo.com)

**CERTIFICATE OF SERVICE**

It is hereby certified that the above and foregoing was mailed postage pre-paid to:

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
P.O. Box 615  
Frankfort, Kentucky 40602-0615

Mr. Robert Hawkins  
11872 Holland Road  
Scottsville, Kentucky 42164

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

Case # 2013-00017

In the Matter of:

ROBERT HAWKINS

COMPLAINANT

V.

FOUNTAIN RUN WATER DISTRICT

DEFENDANT

**RESPONSE TO ORDER ENTERED MARCH 20,2013**

Comes the Defendant, by Counsel, Hon. Wes Stephens, and in response to the order entered on March 20, 2013, states as follows:

The Fountain Run Water District prepared and mailed a letter style response on February 25, 2013 (EXHIBIT "A") that was addressed to Mr. Jeff Derouen, Public Service Commission, PO Box 815, Frankfort, KY 40602-0615. Apparently, this response was not received by the Public Service Commission nor has it been returned to the Defendant. The letter was sent to the Complainant via Certified US Mail and the Fountain Run Water District has received confirmation that the Complainant did receive his copy. Additionally, seven (7) other individuals, including this attorney, were listed as receiving non-certified copies of the response. The office staff of the Fountain Run Water District has confirmed that each of the other seven (7) individuals also received their letters.

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	)	

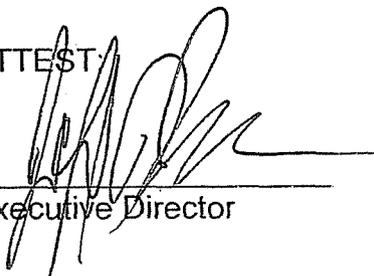
ORDER

On February 14, 2013, the Commission granted an extension of time to Fountain Run Water District ("Fountain Run") to satisfy the matters set forth in a formal complaint filed with this Commission or, in the alternative, to answer the complaint within 14 days of the date of service of its Order. As of this date, it has not complied with the Order.

IT IS THEREFORE ORDERED that Fountain Run shall show cause in writing by April 5, 2013 why its failure to comply with the Commission's Order of February 14, 2013 should not be considered an admission of the allegations contained in the complaint regarding the utility's billing practices for sewer service and why the Commission should not grant the relief the Complainant seeks regarding those practices.

By the Commission

ATTEST:

  
\_\_\_\_\_  
Executive Director

ENTERED
MAR 20 2013
KENTUCKY PUBLIC SERVICE COMMISSION

Robert Hawkins  
11872 Holland Road  
Scottsville, KENTUCKY 42164

Louise Veach  
Office Manager  
Fountain Run Water District #1  
226 Main Street  
P.O. Box 118  
Fountain Run, KY 42133



Steve L. Beshear  
Governor

David L. Armstrong  
Chairman

Leonard K. Peters  
Secretary  
Energy and Environment Cabinet

James Gardner  
Vice Chairman

Commonwealth of Kentucky  
**Public Service Commission**

211 Sower Blvd.  
P.O. Box 615  
Frankfort Kentucky 40602-0615  
Telephone: (502) 564-3940  
Fax: (502) 564-3460  
psc.ky.gov

Linda Breathitt  
Commissioner

March 20, 2013

Louise Veach, Office Manager  
Fountain Run Water District #1  
226 Main Street  
P.O. Box 118  
Fountain Run, KY 42133

RE: Case No. **2013-00017**

We enclose one attested copy of Commission's Order in the above case.

Sincerely,

Jeff Derouen  
Executive Director

JD/ke  
Enclosure

\* \* \* Communication Result Report ( Dec. 19. 2012 2:28PM ) \* \* \*

1) Ft Run Office  
2)

Date/Time: Dec. 19. 2012 2:27PM

File No.	Mode	Destination	Pg.(s)	Result	Page Not Sent
2432	Memory TX	4344081	P. 2	OK	

Reason for error  
 E. 1) Hang up or line fail  
 E. 3) No answer  
 E. 5) Exceeded max. E-mail size

E. 2) Busy  
 E. 4) No facsimile connection

OFFICIAL RECORDS REQUEST 12/19/12

This document is a request for certain public records in the possession of Fountain Run Water Sewer District. According to administrative regulations set forth by KRS and PSC 3 days is the allotted time period to provide these records and that all FWRSD records are free and open to the public

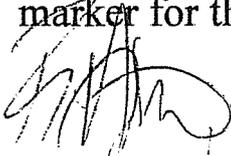
1. A complete roster of Board members and all employees of FRWSD.
2. A complete payroll for FRWSD monthly or yearly
3. A complete list of every FRWSD user who has or is being billed for sewer even though water is disconnected since 2000.
4. A copy of the original contract signed by the original owners of 212 main st. Fountain Run at the time sewer was originally installed.
5. A complete billing history of 212 main st. from time septic/sewer was installed.
6. A copy of all correspondence on the matter of Crossroads café sewer billing. Please include any legal submissions to Wes Stephens and FRWSD council.
7. A copy of the minutes for the November 2012 and December 18, 2012 FRWSD Board meetings.
8. A written explanation and rationale for the Sewer billing.
9. A written explanation of any records omission that you cannot or will not provide.

Please sign and date so we may both have a receipt and a time marker for this request.

This document is a request for certain public records in the possession of Fountain Run Water Sewer District. According to administrative regulations set forth by KRS and PSC 3 days is the allotted time period to provide these records and that all FWRSD records are free and open to the public

- ✓ 1. A complete roster of Board members and all employees of FRWSD.
2. A complete payroll for FRWSD monthly or yearly
- ✓ 3. A complete list of every FRWSD user who has or is being billed for sewer even though water is disconnected since 2000.
- ✓ 4. A copy of the original contract signed by the original owners of 212 main st. Fountain Run at the time sewer was originally installed.
- ✓ 5. A complete billing history of 212 main st. from time septic/sewer was installed.
6. A copy of all correspondence on the matter of Crossroads café sewer billing. Please include any legal submissions to Wes Stephens and FRWSD council.
- ✓ 7. A copy of the minutes for the November 2012 and December 18, 2012 FRWSD Board meetings.
- ✓ 8. A written explanation and rationale for the Sewer billing.
- ✓ 9. A written explanation of any records omission that you cannot or will not provide.

Please sign and date so we may both have a receipt and a time marker for this request.

  
12/31/12

77

Open Records / Open Meetings decisions  
700 Capitol Avenue, Suite 118  
Frankfort, KY 40601

---

To: The Honorable Jack Conway  
Attorney General of Kentucky

I am writing in regards to a records request I made in December 2012 for records relating to billing irregularities with Fountain Run Water District in Fountain Run Kentucky. I made what I believe to be a reasonable request in proper format which I both faxed and hand delivered. My request was met with an immediate denial and the statement that I would need an attorney to make them release the records I requested. Mrs. Louise Veach the office manager was very combative in the denial. I expressed to her that I did not intend to argue about what could and could not be released and that if she felt that certain items requested were questionable to state that in writing. On or about the 2<sup>nd</sup> week of January of 2013 I submitted a case with the Public Service Commission of Kentucky in an attempt to resolve the billing irregularity and PSC opened a case on my behalf. In response to the PSC order Fountain Run Water District responded stating that "staff" Mrs. Veach questioned my records request under open records law and cited KRS 61. I was previously unaware of the KRS statute and the specific guidelines for open records requests. Under the KRS statute quoted by the FRWD I believe that the water district staff is in violation of the law and request your office make a determination and issue a ruling on my behalf. I have enclosed the original records request I submitted along with a copy of the faxed time coded receipt and a copy of the response to the PSC. At your earliest convenience please review my request and notify me and the Fountain Run Water district of its legal obligation to release these records.

Thank you for your time  
Robert Hawkins  
11872 Holland Rd.  
Scottsville, Ky. 42164



**Notification to Agency of Receipt  
of Open Records Appeal**

Re: Open Records appeal filed by Robert Hawkins

An appeal has been filed with the Attorney General pursuant to KRS 61.880(2) regarding your agency's denial of an open records request. A copy of the appeal is attached. A copy of this notice is being sent to the complaining party.

Pursuant to 40 KAR 1:030 Section 2, the agency may respond to this appeal. The agency must send a copy of its response, and any accompanying materials, to the complaining party.

The Attorney General shall not agree to withhold action on the appeal beyond the time limit imposed by KRS 61.880(2). The agency response should be faxed to:

Michelle Harrison  
Attorney General's Office  
700 Capitol Avenue  
Frankfort, Kentucky 40601  
Fax: (502) 564-6801

If you wish to respond, please refer to log number 201300077.

Your response must be received no later than Friday, March 15, 2013.

This notice was distributed on 03/11/13 to:

Robert Hawkins  
11872 Holland Rd.  
Scottsville, KY 42164

Louise Veach  
Office Manager  
Fountain Run Water District  
P.O. Box 118  
Fountain Run, KY 42133-0118

Ina Elmore  
City Clerk  
P.O. Box 37  
Fountain Run, KY 42133

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

Mr. Jeff Derouen, Executive Director  
Public Service Commission  
February 25, 2013, Page Two (2)

Cc: Parties of Record

Robert Hawkins, Complainant (sent via Certified US Mail Return Receipt Requested)

Wes Stephens, County Attorney  
Tommy Willett, Monroe Co Judge/ Executive  
Johnny Hobdy, Allen Co Judge/ Executive  
Davie Greer, Barren Co Judge/ Executive  
Steve Eaton, Mayor, City of Fountain Run  
Jill A. Ford, Monroe Co Public Health Director  
Timothy Hume, MD., Monroe County Board of Health Chairman

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties



# FOUNTAIN RUN WATER DISTRICT

226 Main Street, P.O. Box 118  
Fountain Run, Kentucky 42133  
Phone: 270-434-4080  
Fax: 270-434-4081

February 25, 2013

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
P.O. Box 815  
Frankfort KY, 40602-0615

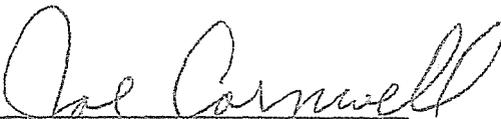
RE: Case No. 2013-00017

Dear Mr. Derouen:

The Fountain Run Water Commission met for their monthly scheduled meeting Tuesday, February 19, 2013 and voted unanimously to answer Mr. Hawkins complaint to Case NO. 2013-00017.

1. The Fountain Run Water District/Sewer Division has a contract. The sewer cannot be disconnected therefore the Fountain Run Water District will continue billing Crossroads Café and all other users in likeness.
2. Seating Practices of the Fountain Run Water District Board Members: Each of the Board Members have been appointed by the respective Judges and Fiscal Court of their counties. Louise Veach is not or never has been a commissioner. The Board Members agreed to complete the proper training, which is required by the state, at the nearest location when it becomes available. Thank you.

Sincerely,  
Fountain Run Water District

X   
\_\_\_\_\_  
Joe Cornwell  
Chairman

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties





COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

3rd

In the Matter of:

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

ORDER

On February 11, 2013, Fountain Run Water District ("Fountain Run") filed a letter, which the Commission will treat as a motion, seeking an extension of time within which to answer the allegations in the complaint of Robert Hawkins. In support of its motion, Fountain Run states that the county attorney has been out of state and inaccessible.

Having reviewed the motion and being otherwise sufficiently advised, the Commission finds that Fountain Run has established good cause to permit an extension of time in which to file its answer.

IT IS THEREFORE ORDERED that:

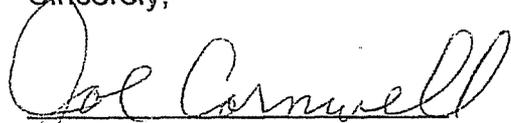
1. Fountain Run's motion for an extension of time to file its answer to the complaint of Robert Hawkins is granted.
2. Fountain Run shall satisfy the matters complained of or file a written answer to the complaint within 14 days from the date of this Order.

Mr. Jeff Derouen, Executive Director  
Public Service Commission  
February 4, 2013, Page Two (2)

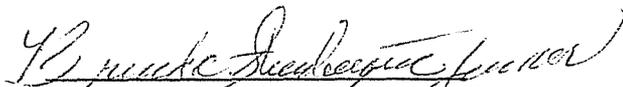
FRWD will ask its legal counsel to take into consideration the Public Service Commission's legal review of said documents. As Mr. Hawkins is not the only customer that is affected by current operating practice, we want to be just and fair to all existing customers.

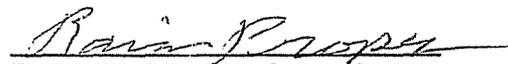
We sincerely appreciate your time and consideration in providing our utility with guidance in this matter. We also appreciate an extension of time adequate to consult with our legal counsel. Thank you.

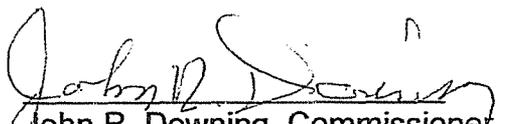
Sincerely,

  
Joe Cornwell, Chairman

  
Ronnie Smith, Secretary

  
Brenda Steenbergen Turner, Treasurer

  
Ravin E. Propes, Commissioner

  
John R. Downing, Commissioner

cc: Parties of Record

Robert Hawkins, Complainant (sent via Certified US Mail Return Receipt Requested)

Wes Stephens, County Attorney  
Tommy Willett, Monroe Co Judge/Executive  
Johnny Hobdy, Allen Co Judge/Executive  
Davie Greer, Barren Co Judge/Executive  
Steve Eaton, Mayor, City of Fountain Run  
Jill A. Ford, Monroe Co Public Health Director  
Timothy Hume, M.D., Monroe County Board of Health Chairman

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties



# FOUNTAIN RUN WATER DISTRICT

226 Main Street, P.O. Box 118  
Fountain Run, Kentucky 42133  
270.434.4080

February 4, 2013

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
P.O. Box 815  
Frankfort, Kentucky 40602-0615

RE: Case No. 2013-00017

Dear Mr. Derouen:

Pursuant to 807 KAR 5:001, Section 19, Fountain Run Water District is responding to the above-referenced Case within ten days from the Order dated January 29, 2013. Please be advised that the county attorney has been out of state and Fountain Run Water District Commissioners have been unable to contact him to seek legal counsel in regards to the Order.

*"Your Duty Under the Law: The Kentucky Open Records and Open Meetings Acts published by the Office of the Attorney General as revised September 2012 explains the procedural and substantive provisions of the Open Meetings Act, KRS 61.800 to 61.850, and the Open Records Act, KRS 61.870 to 61.884. . . Pursuant to KRS 15.257(1), the Office of the Attorney General distributes this written information to assist the public officials of Kentucky in complying with the Open Meetings and Open Records Acts. . ."* (*Your Duty Under the Law: The Kentucky Open Records and Open Meetings Acts*). As FRWD staff have interpreted from this document, the records request dated 12/19/12 received from Mr. Hawkins did not follow the prescribed procedures and staff question some of the records being requested because they may be exempt from public inspection such as "a complete payroll for FRWSD monthly or yearly".

Fountain Run Water District is also seeking herein the Public Service Commission's review of the Tariff, Rules and Regulations, Sewer User's Agreement, and Bond Documents to determine whether the current operating procedures are currently valid.

Fountain Run, Kentucky  
'Crossroads of Three Counties'



Fountain Run Water District  
Serving Allen, Barren, and Monroe Counties



Robert Hawkins  
11872 Holland Road  
Scottsville, KENTUCKY 42164

Louise Veach  
Office Manager  
Fountain Run Water District #1  
226 Main Street  
P.O. Box 118  
Fountain Run, KY 42133



Steve L. Beshear  
Governor

David L. Armstrong  
Chairman

Leonard K. Peters  
Secretary  
Energy and Environment Cabinet

James Gardner  
Vice Chairman

Commonwealth of Kentucky  
**Public Service Commission**

211 Sower Blvd.  
P.O. Box 615  
Frankfort Kentucky 40602-0615  
Telephone: (502) 564-3940  
Fax: (502) 564-3460  
psc.ky.gov

Linda Breathitt  
Commissioner

January 14, 2013

Louise Veach, Office Manager  
Fountain Run Water District #1  
226 Main Street  
P.O. Box 118  
Fountain Run, KY 42133

RE: Case No. **2013-00017**

(Complaints - Rates, Service)  
Robert Hawkins, Complainant; Fountain Run Water District, Defendant

This letter is to acknowledge receipt of initial filing in the above case. The filing was date-stamped received January 11, 2013 and has been assigned Case No. 2013-00017. In all future correspondence or filings in connection with this case, please reference the above case number. Public comments and responses to public comments regarding this case may be viewed on the Commission's web site at <http://www.psc.ky.gov>.

All documents submitted to the Commission in this proceeding must comply with the rules of procedure adopted by the Commission found in 807 KAR 5:001. Any deviation from these rules must be submitted in writing to the Commission for consideration as required by 807 KAR 5:001 (14). Additionally, confidential treatment of any material submitted must follow the requirements found in 807 KAR 5:001 (7).

Materials submitted to the Commission which do not comply with the rules of procedure, or that do not have an approved deviation, are subject to rejection by Commission pursuant to 807 KAR 5:001 (2). In order to insure cases are processed in a timely manner and accurate reliable records are created, please make sure that the rules of procedure are followed. Should you have any questions, please contact Linda Faulkner in the Division of Filings at (502)564-3940.

Sincerely,

Jeff Derouen  
Executive Director

JD/rs

he stated that he had no legal authority over the matter and that Mrs. Veach had taken him out of context. Further I would add that the Rural Development agent stated that in order to receive recent grant funding that FRWD had to meet certain subscriber numbers or users and I question the legality of that as it relates to the billing issue.

I am unable to provide more specific information due to the fact that my official records request that I both faxed and hand delivered to Mrs. Veach and water board chairman Joe Cornwell on December 19 2012 was denied.

I was told by Mrs. Veach that I would need a lawyer and a court order to obtain any records in the FRWD office. This exchange was witnessed by the office assistant at my request.

I do not believe that the FRWD can bill me for service I had disconnected and do not receive.

the November water board meeting to speak to the board about this matter. I raised several questions at this meeting including.

1<sup>st</sup>. How can FRWD bill me for service I requested disconnected and am not receiving?

2<sup>nd</sup>. Is this a legal billing practice and would they provide me a legal opinion from PSC and their attorney stating that this was in fact a legal practice.

The board members agreed and asked Mrs. Louise Veach to contact PSC and the FRWD attorney for an opinion on this matter. They stated that they would have this information available at the December meeting.

At the December meeting when I requested the status of the opinions the board members deferred to Mrs. Veach who in a very combative tone stated this is all we have for you a produced a second copy of the original user agreement. I pressed for an explanation as to why she had not obtained a legal opinion and she quoted a conversation she had with the Rural Development agent in Columbia Kentucky part of USDA. When I contacted this agent

*[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 \_\_\_\_\_

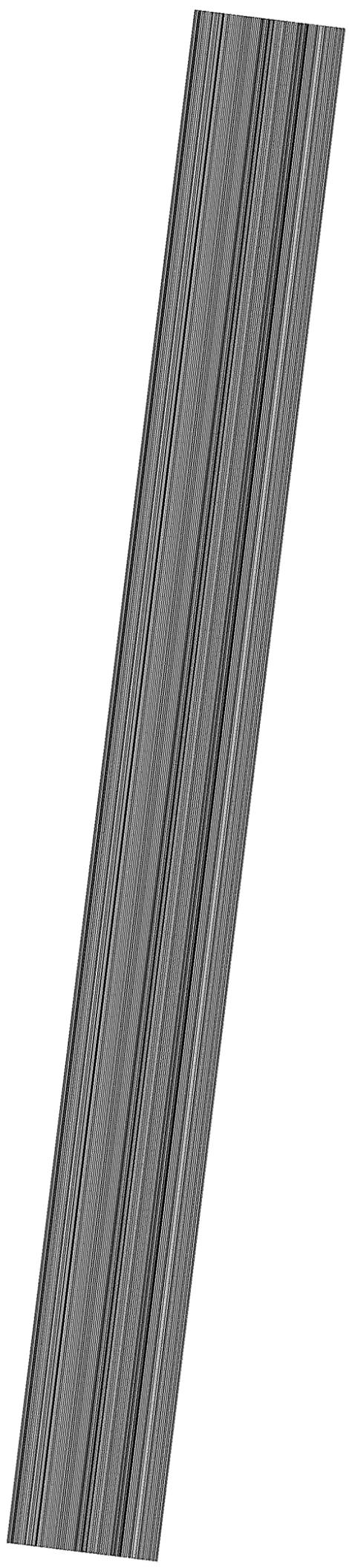
ATTEST:

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
USER-EFFECTIVE

MAY 25 1993

FOUNTAINSBANK WATER DISTRICT  
SUBJECT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: *[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER



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.

MAY 25 1993

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

BY: [Signature]  
PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

(FOR DOMESTIC AND COMMERCIAL USERS)

SEWER USER AGREEMENT

Sheet # 5

*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~~ *Public Service Commission Manager* a perpetual easement on the above described property for 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 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 31 day of July, ~~1980~~ 1981

[Signature]  
USER

ATTEST:

[Signature]

FOUNTAIN RUN WATER DISTRICT

BY: [Signature]  
CHAIRMAN

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.

SEWER USER AGREEMENT

This agreement entered into between The Cross Roads Cafe 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:

(Rest. on Main St.)

The user agrees to grant to the District, its successors and assigns a perpetual easement on the above described property for the purpose of 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.

Sec. 2 The invalidity of any section, clause, sentence or provision of this Regulation shall not affect the validity of any other part of this Regulation which can be given effect without such invalid part or parts.

ARTICLE XIV  
Regulation in Force

Sec. 1 This Regulation shall be in full force and effect from and after its passage, approval, recording and publication as provided by law.

INTRODUCED this the 4 day of Feb, 1986.

ADOPTED and APPROVED this the 4 day of Feb, 1986.

Willie Allen

ATTEST:

Randall Strade

Sec. 3 The Superintendent and other duly authorized employees of the District bearing proper credentials and identification shall be permitted to enter all private properties through which the District holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

ARTICLE XI  
Penalties

Sec. 1 Any person found to be violating any provision of this Regulation except Article IX shall be served by the District with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations. Persons in violation of a valid Permit for Industrial Waste Discharge are subject to the provisions of Article VI and to Section 3 of Article XI of this Regulation.

Sec. 2 Any person who shall continue any violation beyond the time limit provided or in Article XI, Section 1, shall be guilty of a misdemeanor, and on conviction thereof shall be fined in the amount of five hundred dollars (\$500) for each violation. Each day in which any such violation shall continue shall be deemed a separate offence.

Sec. 3 Any person discharging wastes from a liquid waste transport truck into any sewerage facilities of the District in violation of Article VI, Section 9, shall be guilty of a misdemeanor, and on conviction thereof shall be fined in the amount of five hundred dollars (\$500) for each violation.

Sec. 4 Any person violating any of the provisions of this Ordinance shall become liable to the District for any expense, loss or damage occasioned by the District by reason of such violation.

ARTICLE XII  
Hearing Board

Sec. 1 The District Board of Commissioners shall act as needed to arbitrate differences between the Superintendent and sewer users on matters concerning interpretation and execution of the provisions of this Regulation.

ARTICLE XIII  
Validity

Sec. 1 All regulations or parts of regulations in conflict herewith are hereby repealed.

ARTICLE VIII  
Delinquent Accounts

Sec. 1 All persons not having paid their bills within twenty (20) days from date of billing will be delinquent. Notice of delinquency shall be sent through the U.S. Mail, and if the bill remains unpaid ten (10) days after such notice is sent, the water connection serving the premises will be severed and will not be reconnected until payment is made.

Sec. 2 If any person is delinquent as described in Section 1 of this Article, but does not have a connection to the public water supply, said person's connection to the public sewer shall be severed and a \$10.00 reconnection fee paid as described in Section 1 of this Article. Any reconnection shall be done at the owner's expense only after payment of the delinquent account.

ARTICLE IX  
Protection from Damage

Sec. 1 No unauthorized person shall maliciously, willfully, or recklessly break, damage, destroy, uncover, deface or tamper with any structure, appurtenances or equipment which is a part of the sewage system. Any person violating this provision will be subject to immediate arrest under charge of disorderly conduct.

ARTICLE X  
Power and Authority of Inspectors

Sec. 1 The Superintendent and other duly authorized employees of the District bearing proper credentials and identification shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of this Regulation. The Superintendent or his representatives shall have no authority to inquire into any industrial processes beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

Sec. 2 While performing the necessary work on private properties referred to in Article X, Section 1 above, the Superintendent or duly authorized employees of the District shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to District employees and the District shall indemnify the company against loss or damages to its property by District employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in Article VI, Section 8.

Sec. 7 Multiple Users On One Meter

Where two or more tenants or occupants (of different rental units) of property, including duplexes, apartment houses, mobile home parks, trailer parks, or other multi-unit premises, are served by a single water meter, and sewer rates and charge to each tenant or occupant shall be computed by dividing the number of gallons of water registered by such single meter by the number of customers being served through such meter and then applying the result thus obtained to the sewer rate schedules set out in Sections 1 and 2 above, to arrive at the monthly bill for each tenant or occupant. Each tenant or occupant shall be separately billed unless the owner or operator of the property has agreed with the District to pay the total monthly sewer bill for such property. In no event shall the monthly sewer bill applicable to each tenant or occupant be less than the minimum sewer rates stipulated in Section 1 and 2 above.

Sec. 8 Special User Class: Domestic Wastewater

The District shall assess a standard charge per unit volume of metered water for all residential users and other users who produce wastewater which does not differ significantly from normal domestic wastewater. The standard unit charge shall be based on a standard concentration of BOD and suspended solids as established by the District, a water/wastewater ratio of 85% and the proportionate costs for operation, maintenance and equipment replacement costs of the sewerage facilities. The District shall review the standard charge annually and shall revise it periodically to reflect actual costs of operation and maintenance. The initial unit charge shall be established when and if a need or request arises, subject to PSC approval.

Sec. 9 On-Site Disposal Maintenance Services

Where the District has agreed to operate and maintain an on-site disposal system as provided in Article III, Section 4, of this regulation, the following standard monthly charges shall be made and shall cover both debt service and user charges:

For single households \$9.50 per month

For industries, coin laundries and other small businesses, user fees shall be established on an individual basis by the District, subject to Public Service Commission (PSC) approval.

Sec. 10 Industrial User Charge

As indicated in Article IV, Section 2, the applications for industrial permit shall be supplemented by any plans, specifications or other information considered pertinent in the judgement of the superintendent or the District Commissioners.

If the permit is approved, user fees shall be established on an individual basis by the District, subject to PSC approval.

Sec. 3 All persons discharging wastewater into the sewerage system shall be charged for the use of such facilities. Said charges shall be assessed monthly either by class of user or by quantity and quality of wastewater, at the discretion of the District, and shall be a combination of debt service charge and user charge as described below.

Sec. 4 Debt Service Charge and User Charge

Rates or charges for sewer service shall be based insofar as possible upon the quantity of water supplied to the respective buildings or premises.

(a) Minimum Sewer Rate

The minimum bill for sewer service shall be \$7.50, and each sewer customer shall be entitled in each month to discharge water into the District sewer system based upon water usage of 1,000 gallons or less for such minimum sewer charge of \$7.50.

(b) Sewer User Rates, Based On Metered Water Usage, In Addition to Minimum Charge

Subject to the minimum monthly sewer rate specified above, the following monthly sewer user charges shall be made for each 1,000 gallons of water discharged into the District sewer system, based on the metered water usage and taking into account (a) the costs of operating and maintaining the sewer system, so that each sewer user will pay a proportionate share, and (b) the debt service requirements of Bonds issued to pay the costs of constructing the sewer system:

<u>Number of Gallons of Water Usage Per Month</u>	<u>Sewer User Charge Per 1,000 Gallons</u>		
	<u>For Operation &amp; Maintenance Costs of the Sewer System</u>	<u>For Debt Service on Outstanding Bonds</u>	<u>Total Monthly User Charge</u>
First 1,000 gallons (or less)	\$4.50	\$3.00	\$7.50 (Minimum Monthly Charge)
All Over 1,000 gallons	1.20	.80	2.00

(c) Sewer User Charge to Customers Without a Water Meter

Domestic wastewater customers of the District who are not also water customers of the District shall be charged a flat rate of \$9.50 per month for sewer usage, \$5.70 of which shall be allocated to operation and maintenance and \$3.80 of which shall be allocated to debt service on outstanding Bonds of the District.

Sec. 5 Biennial Review

The sewer user schedule set out in Section 4 above shall be reviewed not less than once every two years. The wastewater contribution of sewer users and the total cost of operation and maintenance of the sewer system and sewer treatment facilities shall be reviewed, and, if necessary, the rate schedule applicable to operation and maintenance shall be adjusted to assure that each sewer user pays a proportionate share of operation and maintenance costs and that sufficient funds are collected for such costs.

Sec. 6 Annual Notification

Each user of the sewer system shall be notified annually as to the rate structure. Such notification shall be distributed to users with a regular monthly billing.

tendent may disconnect or permanently block from such public sewer the industrial connection sewer of any discharger whose Permit has been revoked if such action is necessary to insure compliance with the order of revocation.

Before any further discharge of industrial wastewater may be made by the discharger, he/she must apply for a new Permit for Industrial Wastewater Discharge, pay all charges that would be required upon initial application together with all delinquent fees, charges and penalties and such other sums as the discharger may owe to the City. Costs incurred by the District in revoking the Permit and disconnecting the industrial connection sewer shall be paid for by the discharger before issuance of a new Permit for Industrial Wastewater Discharge.

Sec. 7 The Superintendent may classify discharges of industrial wastewater by industrial categories and recommend the establishment of an industrial wastewater treatment charge based on the average flow quality and flow quantity for the industrial category adjusted by some commonly recognized parameter that established the relative size of the industrial discharger being charged. Such classification shall be in accordance with the federal government's "Standard Industrial Classification Manual", latest edition.

Sec. 8 When required by the Superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observations, sampling, and measurement of the wastes. Such manholes, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Superintendent. The manhole shall be installed by the owner at his/her expense; and shall be maintained by him/her so as to be safe and accessible at all times.

## ARTICLE VII

### Fees and Charges

Sec. 1 For each non-industrial connection to the public sewer, a tap on fee of \$300.00 shall be paid to the District with the application for a building sewer permit. Industrial connection shall have a tap-on fee of \$500.00. In addition to the above tap-on fee, persons obtaining an Industrial Wastewater Discharge Permit shall reimburse the District for the actual cost of all testing required to evaluate the industrial effluent. Said tap-on fees shall not be required for connections made at the time the sewer system is first constructed.

### Sec. 2 Sewer Connection Charge

All customers connecting after the completion of the sewer system, including the completion of all change orders, shall pay a sewer connection charge of \$300.00. In addition, each such customer shall bear the cost of the appropriate materials and labor.

in order to stop a discharge which presents an imminent hazard to the public health, safety, or welfare, to the local environment or to the District's sewerage system.

Any discharger notified of a suspension of his Permit shall immediately cease and desist the discharge of such industrial wastewater to the sewerage system. In the event of a failure of the discharger to comply voluntarily with the suspension order, the Superintendent shall take such steps as are reasonably necessary to insure compliance.

Any suspended discharger may file with the Superintendent a request for a hearing by a Hearing Board constituted under the provisions of Article XII of this Ordinance. The Board shall meet within fourteen (14) days of the receipt by the Superintendent of such request. The Board shall hold a hearing on the suspension and shall either conform or revoke the action of the Superintendent. Reasonable notice of the hearing shall be given to the suspended discharger. At this hearing, the suspended discharger may appear personally or through counsel, cross-examine witnesses and present evidence in his own behalf.

In the event that the Board fails to meet within the time set forth above or fails to make a determination within a reasonable time after the close of hearing, the order of suspension shall be stayed until a determination is made either confirming or revoking the action of the Superintendent.

The Superintendent shall reinstate the Permit on proof of satisfactory compliance with all discharge requirements.

Sec. 6 The Superintendent may revoke a Permit for Industrial Wastewater Discharge on a finding that the discharger has violated any provision of this Ordinance. No revocation shall be ordered until a hearing on the question has been held by the Hearing Board. At this hearing, the discharger may appear personally or through counsel, cross-examine witnesses, or present evidence in his/her behalf. Notice of the hearing shall be given to the discharger at least fifteen (15) days prior to the date of hearing.

Any discharger whose Permit has been revoked shall immediately stop all discharge of any liquid carried wastes covered by the Permit to any public sewer that is tributary to the sewerage system of the District. The Superin-

components, restriction of discharge to certain hours of the day, payment of additional charges to defray increased costs created by the wastewater discharge and such other conditions as may be required to effectuate the purpose of this Ordinance.

No permit for Industrial Wastewater Discharge is transferable without the prior written consent of the Superintendent.

No person shall discharge industrial wastewaters in excess of the quantity or quality limitations set by the Permit for Industrial Wastewater Discharge. Any person desiring to discharge wastewaters or use facilities which are not in conformance with the Permit should apply to the District for an amended Permit.

Sec. 2 Applicants for a Permit for Industrial Wastewater Discharge shall complete an application form available at the office of the Superintendent.

Upon receipt of the permit fee prescribed in Article VII, Section 1 of this Ordinance and of all required information, the application shall be processed and, upon approval, be signed by the Superintendent and one copy returned to the applicant. When properly signed, the application form shall constitute a valid Permit for Industrial Wastewater Discharge.

The application shall be approved if the applicant has complied with all applicable requirements of this Ordinance and furnished to the District all required information and if the Superintendent determines that there is adequate capacity in the sewerage facilities to convey, treat, and dispose of the wastewaters.

Sec. 3 The District may change the restrictions or conditions of a Permit for Industrial Wastewater Discharge from time to time as circumstances may require. The District shall allow an industrial discharger a reasonable period of time to comply with any changes in the Permit.

Sec. 4 Industrial Wastewater Discharge Permits shall be valid for a period not to exceed two (2) years from the date of issuance. Applications for renewal of Discharge Permits must be submitted 90 days in advance of the date the Permit expires. Applications for renewal shall be made on forms provided by the Superintendent.

Sec. 5 The Superintendent may suspend a Permit for Industrial Wastewater Discharge for a period of not to exceed 45 days when such suspension is necessary

of a type and capacity approved by the superintendent and shall be located as to be readily and easily accessible for inspection. All interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times, unless a maintenance agreement with the District is in effect for said interceptor.

Sec. 6 Discharges to public effluent sewers shall only be made through an approved septic tank maintained by the District.

Sec. 7 All measurements, tests and analysis of the characteristics of waters and wastes to which reference is made to this Ordinance shall be determined in accordance with latest edition of "Standards Methods", and shall be determined at the control manhole provided, or on suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream access in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents on the sewage system and to determine the existence of hazards to life, limb and property.

Sec. 8 No statement contained in this article shall be construed as preventing any special agreement or arrangement between the District and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the District for treatment, subject to payment therefor, by the industrial concern.

## ARTICLE VI

### Industrial Wastewater

Sec. 1 No person shall discharge or cause to be discharged any industrial wastewater, or water containing the substances or possessing the characteristics enumerated in Article V, Section 4, directly or indirectly to the sewerage facilities owned by the District without first obtaining a District Permit for Industrial Wastewater Discharge.

The permit for Industrial Wastewater Discharge may require pretreatment of industrial wastewaters before discharge, restriction of peak flow discharges, discharge of certain wastewaters only to specified sewers, relocation of point of discharge, prohibition of discharge of certain wastewater

(k) Any waters or wastes containing phenols or other objectionable substances, in such concentrations as to exceed limits necessary to meet the requirements of the state or federal agencies for discharge to the receiving waters.

(l) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established in compliance with applicable state or federal regulations.

(m) Materials which exert or cause:

(1) Unusual concentrations of inert suspended solids (such as, but not limited to, sodium chloride and sodium sulfate).

(2) Excessive discoloration (such as, but not limited to, dairy wastes, dye wastes, and vegetable tanning solutions).

(3) Unusual BOD, chemical oxygen demand, or chlorine demand in such quantities as to constitute a significant load on the wastewater treatment systems.

(4) Unusual volume of flow or concentration of wastes contributing "slugs" as defined herein.

(n) Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment process employed, or are amenable to only such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(o) Samples used for determining compliance with any limit expressed in terms of maximum concentration shall be collected as a flow-proportional composite sample over a period of time appropriate for the discharge in question. Exceptions to this requirement are samples for substances, such as cyanide, which may not be stable over an extended period of time; in such case three or more grab samples shall be collected.

Sec. 5 Grease, oil and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be

- (d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewerage system such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper containers.
- (e) Any liquid or vapor having a temperature higher than one hundred fifty degrees (150°) F. or which causes the temperature of the treatment works influent to exceed one hundred degrees (100°) F.
- (f) Any water or waste containing wax, grease, or oils of mineral origin, whether emulsified or not, in excess of one hundred (100) mg/l, or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees F.
- (g) Any water or waste containing fats or oils of animal or plant origin, whether emulsified or not, in excess of three hundred (300) mg/l.
- (h) Any garbage that has not been properly shredded.
- (i) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.
- (j) Any water or waste containing the following chemical constituents and/or similar objectionable or toxic substances that exceed the following limits:

<u>Constituent</u>	<u>Maximum Allowable Concentration (mg/l)</u>
Boron	1.0
Cadmium	0.01
Chromium (Hexavalent)	0.05
Copper	0.2
Cyanide (HCN)	0.1
Iron	5.0
Lead	0.1
Nickel	0.1
Zinc	2.0

Sec. 9 Materials

Materials used for building sewers shall be approved plastic, cast iron, asbestos cement or vitrified clay. All joints shall be made water-tight in accordance with applicable State Code.

ARTICLE V

Use of the Public Sewers

Sec. 1 No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff or subsurface drainage to any sanitary sewer.

Sec. 2 Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers to storm drains, or to a natural outlet approved by the Superintendent. Industrial cooling water or unpolluted process water may be discharged, on approval of the Superintendent, to a storm drain, combined sewer, or natural outlet.

Sec. 3 Disposal into the sewer system of any pollutant by any person is unlawful except when such disposal is in compliance with Federal Standards promulgated pursuant to the Federal Water Pollution Control Act Amendments of 1972 (FWPCA) and any subsequent amendments, and any more stringent state and local standards.

Sec. 4 Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

(a) Any gasoline, benzene, naphtha, fuel oil, lubricating oil, cutting oil, or other flammable or explosive liquid, solid or gas.

(b) Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant.

(c) Any waters or wastes having a pH lower than 5.5, or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewerage system.

Sec. 3 Costs

All Costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the District for any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

Sec. 4 Separate Building Sewers

A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

Sec. 5 Old Sewer Connections

Old building sewer service connections may be used for new buildings only when they are found, on examination by the Superintendent, to meet all requirements of this Regulation.

Sec. 6 Place of Connection

The building sewer shall be connected into the public sewer at the property line, or curb line, where branch sewers extend from the main sewer to either the curb line or property line, or, to the service branch on the public sewer where such public sewer exists within an easement on private property. Connection to an effluent sewer system shall only be made through a septic tank approved by the Superintendent.

Sec. 7 Roof and Foundation Drains

No person shall make connection of roof drains, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a sanitary public sewer.

Sec. 8 Excavations

All excavations for building sewer installation that extend adjacent to public right-of-way shall be adequately guarded by the Owner with barricades and/or lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

- Sec. 2 At such times as a public sewer becomes available to a property served by a private sewage disposal system, as provided in Article II, Section 3, a connection shall be made to the public sewer in compliance with this Ordinance, and any unused septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned in a manner meeting the requirements of the Superintendent. This section may be waived where the District has formally agreed to maintain said on-site disposal facilities.
- Sec. 3 The Owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the District, unless a District maintenance agreement is in effect for said facilities.
- Sec. 4 Any Owner of property within the service area of the District may make application for District maintenance of a sewage treatment system located on said Owner's property. The Owner shall apply for on-site disposal maintenance services on forms provided by the Superintendent. The Owner shall agree to grant to the District a utility easement to all sewage treatment and disposal devices for which he desires maintenance services. The Owner shall agree to pay service charges in accordance with the provisions of Articles VII and VIII of this regulation. The District shall establish minimum standards for on-site treatment and disposal systems acceptable for maintenance by the District.

#### ARTICLE IV

##### Building Sewers and Connections

Sec. 1 Permit Required

No person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Superintendent.

Sec. 2 Classes of Permits

There shall be two (2) classes of building sewer permits: (a) for residential and commercial service, and (b) for service to establishments producing industrial wastewater. In either case, the owner or his agent shall make application on a form furnished by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgement of the Superintendent.

Sec. 33 "Wastewater" shall mean the water-carried wastes of the community derived from human or industrial sources including domestic wastewater and industrial wastewater. Rainwater, groundwater or drainage of uncontaminated water is not wastewater.

Sec. 34 "Wastewater Treatment Plant" shall mean any arrangement of devices and structures used for treating wastewater.

Sec. 35 "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

## ARTICLE II

### Improper Waste Disposal Prohibited

Sec. 1 It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the District or in any area under the jurisdiction of the District, any human or animal excrement, garbage, or other objectionable waste.

Sec. 2 It shall be unlawful to discharge to any natural outlet within the District, or in any area under the jurisdiction of the District, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this regulation.

Sec. 3 The owner of each house, building or property used for human occupancy, employment, recreation, or other purposes, situated within the City and abutting on any street, alley or sewer right-of-way in which there is located a public sanitary sewer is hereby required at his own expense to install suitable toilet facilities therein and to connect such facilities which may have a wastewater discharge directly with the proper public sewer, in accordance with the provisions of this regulation, within 120 days from official notice to do so.

## ARTICLE III

### On-Site Sewage Disposal

Sec. 1 Where a public sanitary sewer is not available under the provisions of Article II, Section 3, an on-site treatment and disposal system may be installed, provided that all such devices and systems meet the requirements of the District.

- Sec. 20 "pH" shall mean the reciprocal of the logarithm of the hydrogen ion concentration which is the weight of hydrogen ions in grams per liter of solution.
- Sec. 21 "Properly Shredded Garbage" shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch in any dimension.
- Sec. 22 "Public Sewer" shall mean any sewer dedicated to public use and which use is controlled by the District.
- Sec. 23 "Sanitary Sewer" shall mean a sewer which carries ~~domestic~~ and/or industrial wastewater and to which storm, surface, and groundwaters are not intentionally admitted; this term may also include the meaning of "effluent sewer" where appropriate.
- Sec. 24 "Sewage" shall mean wastewater.
- Sec. 25. "Sewerage" shall mean any and all facilities used for collecting, conveying, pumping, treating and disposing of wastewater.
- Sec. 26 "Sewer" shall mean a pipe or conduit for carrying wastewater.
- Sec. 27 "Shall" is mandatory; "May" is permissive.
- Sec. 28 "Slug" shall mean any discharge of water, domestic wastewater, or industrial wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration of flows during normal operation.
- Sec. 29 "Standard Methods" shall mean the current edition of "Standard Methods for the Examination of Water and Wastewater" and as published by the American Public Health Association.
- Sec. 30 "Storm Drain" (sometimes termed "storm sewer") shall mean a sewer which carries storm and surface waters and drainage, but excludes domestic and industrial wastewaters.
- Sec. 31 "Superintendent" shall mean the superintendent of the Sewerage Works, or his authorized deputy, agent or representative.
- Sec. 32 "Suspended Solids" shall mean the insoluble solid matter suspended in wastewater that is separable by laboratory filtration in accordance with the procedure described in "Standard Methods".

- Sec. 6 "Combined Sewer" shall mean a sewer receiving both surface runoff and wastewater.
- Sec. 7 "Discharger" shall mean any person who discharges or causes a discharge to a public sewer.
- Sec. 8 "City" shall mean the City of Fountain Run, Kentucky.
- Sec. 9 "County Health Department" shall mean the Monroe County Health Department.
- Sec. 10 "District" shall mean the Fountain Run Water District Number 1.
- Sec. 11 "Domestic Wastewater" shall mean the water-carried wastes produced from non-commercial or non-industrial activities and which result from normal human living processes.
- Sec. 12 "Effluent" shall mean the liquid outflow of any facility designed to treat, convey or retain wastewater.
- Sec. 13 "Effluent Sewer" shall mean a pipe or conduit for carrying only effluent which has received at least primary treatment, such as by a septic tank.
- Sec. 14 "Garbage" shall mean animal and vegetable waste resulting from the handling, preparation, cooking, and serving of food in home kitchens, stores, markets, restaurants, motels, hotels and other places where food is stored, prepared or served. Specifically excluded are food-processing wastes from canneries, slaughterhouses, packing plants and similar industries.
- Sec. 15 "Grab Sample" shall mean any individual sample of wastewater collected over a period of time not exceeding 15 minutes.
- Sec. 16 "Industrial Wastewater" shall mean all water-carried wastes and wastewater of the community excluding domestic wastewater and uncontaminated water, and shall include all wastewater from any producing, manufacturing, processing, institutional, commercial, agricultural or other operation where the wastewater discharge includes significant quantities of wastes of non-human origin.
- Sec. 17 "Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.
- Sec. 18 "Regulation" or "Ordinance" shall mean, unless otherwise specified, this Regulation.
- Sec. 19 "Person" shall mean any individual, partnership, committee, association, corporation, public agency, firm, company, and any other organization or group of persons, public or private.

FOUNTAIN RUN WATER DISTRICT NO. 1  
MONROE COUNTY, KENTUCKY

REGULATION NO. 86-1

REGULATION GOVERNING THE USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS, PRIVATE SEWAGE DISPOSAL, THE INSTALLATION AND CONNECTION OF BUILDING SEWERS, AND THE DISCHARGE OF WATERS AND WASTES INTO THE PUBLIC SEWER SYSTEM(S): AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF: IN THE FOUNTAIN RUN WATER DISTRICT NO. 1, MONROE COUNTY, KENTUCKY.

Be it resolved by the Fountain Run Water District No. 1, Monroe County, Kentucky as follows:

ARTICLE I

Definitions

Unless the context specifically indicates otherwise, the meaning of the terms used in this regulation shall be as follows:

- Sec. 1 "Ammonia Nitrogen" or "NH<sub>3</sub>-N" shall mean the measure of nitrogen as ammonia, as determined by the appropriate procedure in the latest edition of "Standard Methods".
- Sec. 2 "BOD" or "Biochemical Oxygen Demand" shall mean the measure of decomposable organic material in domestic or industrial wastewaters as represented by the oxygen utilized over a period of five (5) days at twenty degrees (20°) Centigrade and as determined by the appropriate procedure in "Standard Methods".
- Sec. 3 "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the inner face of the building wall.
- Sec. 4 "Building Sewer" shall mean the extension from the building drain to the public sewer or other place of disposal.
- Sec. 5. "COD" or "Chemical Oxygen Demand" shall mean a measure of the oxygen equivalent of that portion of the organic matter in a sample that is susceptible to oxidation by a strong chemical oxidant, as determined by the appropriate procedure in "Standard Methods"

ARTICLE VII  
Ordinance in Force

Sec. 1 This Ordinance shall be in full force and effect from and after its passage, approval, recording and publication as provided by law.

INTRODUCED this the 21 day of Jan, 1956.

ADOPTED and APPROVED this the 22 day of Jan, 1956.

Larry J. Shaw  
Mayor

ATTEST:

Wallace J. Shockley  
City Clerk

Sec. 2 At such times as a public sewer becomes available to a property served by a private sewage disposal system, as provided in Article II, Section 3, a connection shall be made to the public sewer in compliance with this Ordinance, and any unused septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned in a manner meeting the requirements of the Superintendent. This section may be waived where the District has formally agreed to maintain said on-site disposal facilities.

Sec. 3 The Owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City.

#### ARTICLE IV

##### Protection from Damage

Sec. 1 No unauthorized person shall maliciously, willfully or recklessly break, damage, destroy, uncover, deface or tamper with any structure, appurtenances or equipment which is a part of the sewerage system. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

#### ARTICLE V

##### Penalties

Sec. 1 Any person found to be violating any provision of this Ordinance except Article IV shall be served by the City with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Sec. 2 Any person who shall continue any violation beyond the time limit provided for in Article V, Section 1, shall be guilty of a misdemeanor, and/or conviction thereof shall be fined in the amount of five hundred dollars (\$500) for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

Sec. 3 Any person violating any of the provisions of this Ordinance shall become liable to the City for any expense, loss or damage occasioned by the City by reason of such violation.

#### ARTICLE VI

##### Validity

Sec. 1 All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Sec. 2 The invalidity of any section, clause, sentence or provision of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given effect without such invalid part or parts.

Sec. 3 All sewer users within the City will be subject to the District's Regulations governing use of the sewer system.

Sec. 13 "Wastewater Treatment Plant" shall mean any arrangement of devices and structures used for treating wastewater.

Sec. 14 "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

## ARTICLE II

### Improper Waste Disposal Prohibited

Sec. 1 It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City or in any area under the jurisdiction of the City, any human or animal excrement, garbage or other objectionable waste.

Sec. 2 It shall be unlawful to discharge to any natural outlet within the City, or in any area under the jurisdiction of the City, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this regulation.

Sec. 3 The owner of each house, building or property used for human occupancy, employment, recreation, or other purposes, situated within the City and abutting on any street, alley or sewer right-of-way in which there is located a public sanitary sewer is hereby required at his own expense to install suitable toilet facilities therein and to connect such facilities which may have a wastewater discharge directly with the proper public sewer, in accordance with the provisions of this regulation, within 120 days from official notice to do so.

Sec. 4 All architects, contractors, builders or other persons, before commencing the erection of any building or other improvement capable of emitting liquid waste or sewage, on any lot or parcel of land abutting on a street, alley or sewer right-of-way in which there has been or may be hereafter installed and maintained a public sanitary sewer, shall, before erecting or installing such building or improvement, exhibit to the City or to the Superintendent or to such other official as the City may designate, satisfactory evidence that a means has been provided or will be provided for connecting the sewage drain pipes from such building or other improvement with such public sanitary sewer. No storm water or other surface or subsurface water drain shall be connected with any sanitary sewer line hereafter constructed, nor shall any storm water, surface or subsurface water be otherwise introduced into any public sanitary sewer.

## ARTICLE III

### On-Site Sewage Disposal

Sec. 1 Where a public sanitary sewer is not available under the provisions of Article II, Section 3, an on-site treatment and disposal system may be installed, provided that all such devices and systems meet the requirements of the District.

CITY OF FOUNTAIN RUN, KENTUCKY

ORDINANCE NO. 26-4

AN ORDINANCE REGULATING THE USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS, PRIVATE SEWAGE DISPOSAL, THE INSTALLATION AND CONNECTION OF BUILDING SEWERS, AND THE DISCHARGE OF WATERS AND WASTES INTO THE PUBLIC SEWER SYSTEM(S); AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF: IN THE CITY OF FOUNTAIN RUN, MONROE COUNTY, KENTUCKY.

Be it resolved by the City of Fountain Run, Monroe County, Kentucky as follows:

ARTICLE I

Definitions

Unless the context specifically indicates otherwise, the meaning of the terms used in this Ordinance shall be as follows:

- Sec. 1 "City" shall mean the City of Fountain Run, Kentucky.
- Sec. 2 "County Health Department" shall mean the Monroe County Health Department.
- Sec. 3 "District" shall mean the Fountain Run Water District Number 1.
- Sec. 4 "Regulation" or "Ordinance" shall mean, unless otherwise specified, this Ordinance.
- Sec. 5 "Person" shall mean any individual, partnership, committee, association, corporation, public agency, firm, company, and any other organization or group of persons, public or private.
- Sec. 6 "Public Sewer" shall mean any sewer dedicated to public use and which use is controlled by the District.
- Sec. 7 "Sanitary Sewer" shall mean a sewer which carries domestic and/or industrial wastewater and to which storm, surface, and groundwaters are not intentionally admitted; this term may also include the meaning of "effluent sewer" where appropriate.
- Sec. 8 "Sewage" shall mean wastewater.
- Sec. 9 "Sewerage" shall mean any and all facilities used for collecting, conveying, pumping, treating and disposing of wastewater.
- Sec. 10 "Sewer" shall mean a pipe or conduit for carrying wastewater.
- Sec. 11 "Superintendent" shall mean the superintendent of the Sewerage Works, or his authorized deputy, agent or representative.
- Sec. 12 "Wastewater" shall mean the water-carried wastes of the community derived from human or industrial sources including domestic wastewater and industrial wastewater. Rainwater, groundwater or drainage of uncontaminated water is not wastewater.

*[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 \_\_\_\_\_

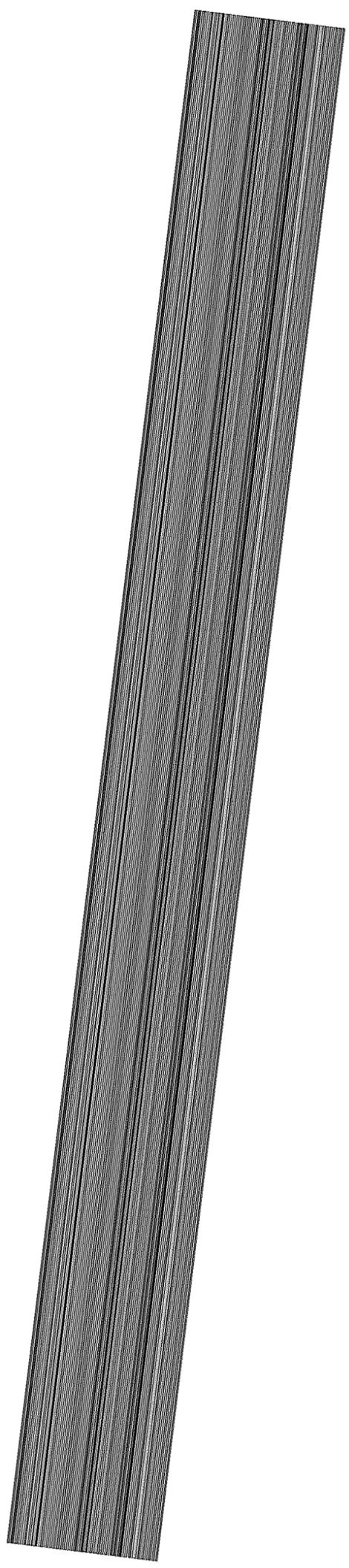
ATTEST:

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
USER-EFFECTIVE

MAY 25 1993

FOUNTAINSBANK WATER DISTRICT  
SUBJECT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: *[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER



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.

MAY 25 1993

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

BY: [Signature]  
PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

(FOR DOMESTIC AND COMMERCIAL USERS)

SEWER USER AGREEMENT

Sheet # 5

*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~~ *Public Service Commission Manager* a perpetual easement on the above described property for 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 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 31 day of July, ~~1980~~ 1981

[Signature]  
USER

ATTEST:

[Signature]

FOUNTAIN RUN WATER DISTRICT

BY: [Signature]  
CHAIRMAN

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.

SEWER USER AGREEMENT

This agreement entered into between The Cross Roads Cafe 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:

(Rest. on Main St.)

The user agrees to grant to the District, its successors and assigns a perpetual easement on the above described property for the purpose of 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.

Sec. 2 The invalidity of any section, clause, sentence or provision of this Regulation shall not affect the validity of any other part of this Regulation which can be given effect without such invalid part or parts.

ARTICLE XIV  
Regulation in Force

Sec. 1 This Regulation shall be in full force and effect from and after its passage, approval, recording and publication as provided by law.

INTRODUCED this the 4 day of Feb, 1986.

ADOPTED and APPROVED this the 4 day of Feb, 1986.

Willie Allen

ATTEST:

Randall Strade

Sec. 3 The Superintendent and other duly authorized employees of the District bearing proper credentials and identification shall be permitted to enter all private properties through which the District holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

#### ARTICLE XI

##### Penalties

Sec. 1 Any person found to be violating any provision of this Regulation except Article IX shall be served by the District with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations. Persons in violation of a valid Permit for Industrial Waste Discharge are subject to the provisions of Article VI and to Section 3 of Article XI of this Regulation.

Sec. 2 Any person who shall continue any violation beyond the time limit provided or in Article XI, Section 1, shall be guilty of a misdemeanor, and on conviction thereof shall be fined in the amount of five hundred dollars (\$500) for each violation. Each day in which any such violation shall continue shall be deemed a separate offence.

Sec. 3 Any person discharging wastes from a liquid waste transport truck into any sewerage facilities of the District in violation of Article VI, Section 9, shall be guilty of a misdemeanor, and on conviction thereof shall be fined in the amount of five hundred dollars (\$500) for each violation.

Sec. 4 Any person violating any of the provisions of this Ordinance shall become liable to the District for any expense, loss or damage occasioned by the District by reason of such violation.

#### ARTICLE XII

##### Hearing Board

Sec. 1 The District Board of Commissioners shall act as needed to arbitrate differences between the Superintendent and sewer users on matters concerning interpretation and execution of the provisions of this Regulation.

#### ARTICLE XIII

##### Validity

Sec. 1 All regulations or parts of regulations in conflict herewith are hereby repealed.

ARTICLE VIII  
Delinquent Accounts

Sec. 1 All persons not having paid their bills within twenty (20) days from date of billing will be delinquent. Notice of delinquency shall be sent through the U.S. Mail, and if the bill remains unpaid ten (10) days after such notice is sent, the water connection serving the premises will be severed and will not be reconnected until payment is made.

Sec. 2 If any person is delinquent as described in Section 1 of this Article, but does not have a connection to the public water supply, said person's connection to the public sewer shall be severed and a \$10.00 reconnection fee paid as described in Section 1 of this Article. Any reconnection shall be done at the owner's expense only after payment of the delinquent account.

ARTICLE IX  
Protection from Damage

Sec. 1 No unauthorized person shall maliciously, willfully, or recklessly break, damage, destroy, uncover, deface or tamper with any structure, appurtenances or equipment which is a part of the sewage system. Any person violating this provision will be subject to immediate arrest under charge of disorderly conduct.

ARTICLE X  
Power and Authority of Inspectors

Sec. 1 The Superintendent and other duly authorized employees of the District bearing proper credentials and identification shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of this Regulation. The Superintendent or his representatives shall have no authority to inquire into any industrial processes beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

Sec. 2 While performing the necessary work on private properties referred to in Article X, Section 1 above, the Superintendent or duly authorized employees of the District shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to District employees and the District shall indemnify the company against loss or damages to its property by District employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in Article VI, Section 8.

Sec. 7 Multiple Users On One Meter

Where two or more tenants or occupants (of different rental units) of property, including duplexes, apartment houses, mobile home parks, trailer parks, or other multi-unit premises, are served by a single water meter, and sewer rates and charge to each tenant or occupant shall be computed by dividing the number of gallons of water registered by such single meter by the number of customers being served through such meter and then applying the result thus obtained to the sewer rate schedules set out in Sections 1 and 2 above, to arrive at the monthly bill for each tenant or occupant. Each tenant or occupant shall be separately billed unless the owner or operator of the property has agreed with the District to pay the total monthly sewer bill for such property. In no event shall the monthly sewer bill applicable to each tenant or occupant be less than the minimum sewer rates stipulated in Section 1 and 2 above.

Sec. 8 Special User Class: Domestic Wastewater

The District shall assess a standard charge per unit volume of metered water for all residential users and other users who produce wastewater which does not differ significantly from normal domestic wastewater. The standard unit charge shall be based on a standard concentration of BOD and suspended solids as established by the District, a water/wastewater ratio of 85% and the proportionate costs for operation, maintenance and equipment replacement costs of the sewerage facilities. The District shall review the standard charge annually and shall revise it periodically to reflect actual costs of operation and maintenance. The initial unit charge shall be established when and if a need or request arises, subject to PSC approval.

Sec. 9 On-Site Disposal Maintenance Services

Where the District has agreed to operate and maintain an on-site disposal system as provided in Article III, Section 4, of this regulation, the following standard monthly charges shall be made and shall cover both debt service and user charges:

For single households \$9.50 per month

For industries, coin laundries and other small businesses, user fees shall be established on an individual basis by the District, subject to Public Service Commission (PSC) approval.

Sec. 10 Industrial User Charge

As indicated in Article IV, Section 2, the applications for industrial permit shall be supplemented by any plans, specifications or other information considered pertinent in the judgement of the superintendent or the District Commissioners.

If the permit is approved, user fees shall be established on an individual basis by the District, subject to PSC approval.

Sec. 3 All persons discharging wastewater into the sewerage system shall be charged for the use of such facilities. Said charges shall be assessed monthly either by class of user or by quantity and quality of wastewater, at the discretion of the District, and shall be a combination of debt service charge and user charge as described below.

Sec. 4 Debt Service Charge and User Charge

Rates or charges for sewer service shall be based insofar as possible upon the quantity of water supplied to the respective buildings or premises.

(a) Minimum Sewer Rate

The minimum bill for sewer service shall be \$7.50, and each sewer customer shall be entitled in each month to discharge water into the District sewer system based upon water usage of 1,000 gallons or less for such minimum sewer charge of \$7.50.

(b) Sewer User Rates, Based On Metered Water Usage, In Addition to Minimum Charge

Subject to the minimum monthly sewer rate specified above, the following monthly sewer user charges shall be made for each 1,000 gallons of water discharged into the District sewer system, based on the metered water usage and taking into account (a) the costs of operating and maintaining the sewer system, so that each sewer user will pay a proportionate share, and (b) the debt service requirements of Bonds issued to pay the costs of constructing the sewer system:

<u>Number of Gallons of Water Usage Per Month</u>	<u>Sewer User Charge Per 1,000 Gallons</u>		
	<u>For Operation &amp; Maintenance Costs of the Sewer System</u>	<u>For Debt Service on Outstanding Bonds</u>	<u>Total Monthly User Charge</u>
First 1,000 gallons (or less)	\$4.50	\$3.00	\$7.50 (Minimum Monthly Charge)
All Over 1,000 gallons	1.20	.80	2.00

(c) Sewer User Charge to Customers Without a Water Meter

Domestic wastewater customers of the District who are not also water customers of the District shall be charged a flat rate of \$9.50 per month for sewer usage, \$5.70 of which shall be allocated to operation and maintenance and \$3.80 of which shall be allocated to debt service on outstanding Bonds of the District.

Sec. 5 Biennial Review

The sewer user schedule set out in Section 4 above shall be reviewed not less than once every two years. The wastewater contribution of sewer users and the total cost of operation and maintenance of the sewer system and sewer treatment facilities shall be reviewed, and, if necessary, the rate schedule applicable to operation and maintenance shall be adjusted to assure that each sewer user pays a proportionate share of operation and maintenance costs and that sufficient funds are collected for such costs.

Sec. 6 Annual Notification

Each user of the sewer system shall be notified annually as to the rate structure. Such notification shall be distributed to users with a regular monthly billing.

tendent may disconnect or permanently block from such public sewer the industrial connection sewer of any discharger whose Permit has been revoked if such action is necessary to insure compliance with the order of revocation.

Before any further discharge of industrial wastewater may be made by the discharger, he/she must apply for a new Permit for Industrial Wastewater Discharge, pay all charges that would be required upon initial application together with all delinquent fees, charges and penalties and such other sums as the discharger may owe to the City. Costs incurred by the District in revoking the Permit and disconnecting the industrial connection sewer shall be paid for by the discharger before issuance of a new Permit for Industrial Wastewater Discharge.

Sec. 7 The Superintendent may classify discharges of industrial wastewater by industrial categories and recommend the establishment of an industrial wastewater treatment charge based on the average flow quality and flow quantity for the industrial category adjusted by some commonly recognized parameter that established the relative size of the industrial discharger being charged. Such classification shall be in accordance with the federal government's "Standard Industrial Classification Manual", latest edition.

Sec. 8 When required by the Superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observations, sampling, and measurement of the wastes. Such manholes, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Superintendent. The manhole shall be installed by the owner at his/her expense; and shall be maintained by him/her so as to be safe and accessible at all times.

## ARTICLE VII

### Fees and Charges

Sec. 1 For each non-industrial connection to the public sewer, a tap on fee of \$300.00 shall be paid to the District with the application for a building sewer permit. Industrial connection shall have a tap-on fee of \$500.00. In addition to the above tap-on fee, persons obtaining an Industrial Wastewater Discharge Permit shall reimburse the District for the actual cost of all testing required to evaluate the industrial effluent. Said tap-on fees shall not be required for connections made at the time the sewer system is first constructed.

### Sec. 2 Sewer Connection Charge

All customers connecting after the completion of the sewer system, including the completion of all change orders, shall pay a sewer connection charge of \$300.00. In addition, each such customer shall bear the cost of the appropriate materials and labor.

in order to stop a discharge which presents an imminent hazard to the public health, safety, or welfare, to the local environment or to the District's sewerage system.

Any discharger notified of a suspension of his Permit shall immediately cease and desist the discharge of such industrial wastewater to the sewerage system. In the event of a failure of the discharger to comply voluntarily with the suspension order, the Superintendent shall take such steps as are reasonably necessary to insure compliance.

Any suspended discharger may file with the Superintendent a request for a hearing by a Hearing Board constituted under the provisions of Article XII of this Ordinance. The Board shall meet within fourteen (14) days of the receipt by the Superintendent of such request. The Board shall hold a hearing on the suspension and shall either conform or revoke the action of the Superintendent. Reasonable notice of the hearing shall be given to the suspended discharger. At this hearing, the suspended discharger may appear personally or through counsel, cross-examine witnesses and present evidence in his own behalf.

In the event that the Board fails to meet within the time set forth above or fails to make a determination within a reasonable time after the close of hearing, the order of suspension shall be stayed until a determination is made either confirming or revoking the action of the Superintendent.

The Superintendent shall reinstate the Permit on proof of satisfactory compliance with all discharge requirements.

Sec. 6 The Superintendent may revoke a Permit for Industrial Wastewater Discharge on a finding that the discharger has violated any provision of this Ordinance. No revocation shall be ordered until a hearing on the question has been held by the Hearing Board. At this hearing, the discharger may appear personally or through counsel, cross-examine witnesses, or present evidence in his/her behalf. Notice of the hearing shall be given to the discharger at least fifteen (15) days prior to the date of hearing.

Any discharger whose Permit has been revoked shall immediately stop all discharge of any liquid carried wastes covered by the Permit to any public sewer that is tributary to the sewerage system of the District. The Superin-

components, restriction of discharge to certain hours of the day, payment of additional charges to defray increased costs created by the wastewater discharge and such other conditions as may be required to effectuate the purpose of this Ordinance.

No permit for Industrial Wastewater Discharge is transferable without the prior written consent of the Superintendent.

No person shall discharge industrial wastewaters in excess of the quantity or quality limitations set by the Permit for Industrial Wastewater Discharge. Any person desiring to discharge wastewaters or use facilities which are not in conformance with the Permit should apply to the District for an amended Permit.

Sec. 2 Applicants for a Permit for Industrial Wastewater Discharge shall complete an application form available at the office of the Superintendent.

Upon receipt of the permit fee prescribed in Article VII, Section 1 of this Ordinance and of all required information, the application shall be processed and, upon approval, be signed by the Superintendent and one copy returned to the applicant. When properly signed, the application form shall constitute a valid Permit for Industrial Wastewater Discharge.

The application shall be approved if the applicant has complied with all applicable requirements of this Ordinance and furnished to the District all required information and if the Superintendent determines that there is adequate capacity in the sewerage facilities to convey, treat, and dispose of the wastewaters.

Sec. 3 The District may change the restrictions or conditions of a Permit for Industrial Wastewater Discharge from time to time as circumstances may require. The District shall allow an industrial discharger a reasonable period of time to comply with any changes in the Permit.

Sec. 4 Industrial Wastewater Discharge Permits shall be valid for a period not to exceed two (2) years from the date of issuance. Applications for renewal of Discharge Permits must be submitted 90 days in advance of the date the Permit expires. Applications for renewal shall be made on forms provided by the Superintendent.

Sec. 5 The Superintendent may suspend a Permit for Industrial Wastewater Discharge for a period of not to exceed 45 days when such suspension is necessary

of a type and capacity approved by the superintendent and shall be located as to be readily and easily accessible for inspection. All interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times, unless a maintenance agreement with the District is in effect for said interceptor.

Sec. 6 Discharges to public effluent sewers shall only be made through an approved septic tank maintained by the District.

Sec. 7 All measurements, tests and analysis of the characteristics of waters and wastes to which reference is made to this Ordinance shall be determined in accordance with latest edition of "Standards Methods", and shall be determined at the control manhole provided, or on suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream access in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents on the sewage system and to determine the existence of hazards to life, limb and property.

Sec. 8 No statement contained in this article shall be construed as preventing any special agreement or arrangement between the District and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the District for treatment, subject to payment therefor, by the industrial concern.

## ARTICLE VI

### Industrial Wastewater

Sec. 1 No person shall discharge or cause to be discharged any industrial wastewater, or water containing the substances or possessing the characteristics enumerated in Article V, Section 4, directly or indirectly to the sewerage facilities owned by the District without first obtaining a District Permit for Industrial Wastewater Discharge.

The permit for Industrial Wastewater Discharge may require pretreatment of industrial wastewaters before discharge, restriction of peak flow discharges, discharge of certain wastewaters only to specified sewers, relocation of point of discharge, prohibition of discharge of certain wastewater

(k) Any waters or wastes containing phenols or other objectionable substances, in such concentrations as to exceed limits necessary to meet the requirements of the state or federal agencies for discharge to the receiving waters.

(l) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established in compliance with applicable state or federal regulations.

(m) Materials which exert or cause:

(1) Unusual concentrations of inert suspended solids (such as, but not limited to, sodium chloride and sodium sulfate).

(2) Excessive discoloration (such as, but not limited to, dairy wastes, dye wastes, and vegetable tanning solutions).

(3) Unusual BOD, chemical oxygen demand, or chlorine demand in such quantities as to constitute a significant load on the wastewater treatment systems.

(4) Unusual volume of flow or concentration of wastes contributing "slugs" as defined herein.

(n) Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment process employed, or are amenable to only such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(o) Samples used for determining compliance with any limit expressed in terms of maximum concentration shall be collected as a flow-proportional composite sample over a period of time appropriate for the discharge in question. Exceptions to this requirement are samples for substances, such as cyanide, which may not be stable over an extended period of time; in such case three or more grab samples shall be collected.

Sec. 5 Grease, oil and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be

- (d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewerage system such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper containers.
- (e) Any liquid or vapor having a temperature higher than one hundred fifty degrees (150°) F. or which causes the temperature of the treatment works influent to exceed one hundred degrees (100°) F.
- (f) Any water or waste containing wax, grease, or oils of mineral origin, whether emulsified or not, in excess of one hundred (100) mg/l, or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees F.
- (g) Any water or waste containing fats or oils of animal or plant origin, whether emulsified or not, in excess of three hundred (300) mg/l.
- (h) Any garbage that has not been properly shredded.
- (i) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.
- (j) Any water or waste containing the following chemical constituents and/or similar objectionable or toxic substances that exceed the following limits:

<u>Constituent</u>	<u>Maximum Allowable Concentration (mg/l)</u>
Boron	1.0
Cadmium	0.01
Chromium (Hexavalent)	0.05
Copper	0.2
Cyanide (HCN)	0.1
Iron	5.0
Lead	0.1
Nickel	0.1
Zinc	2.0

Sec. 9 Materials

Materials used for building sewers shall be approved plastic, cast iron, asbestos cement or vitrified clay. All joints shall be made water-tight in accordance with applicable State Code.

ARTICLE V

Use of the Public Sewers

Sec. 1 No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff or subsurface drainage to any sanitary sewer.

Sec. 2 Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers to storm drains, or to a natural outlet approved by the Superintendent. Industrial cooling water or unpolluted process water may be discharged, on approval of the Superintendent, to a storm drain, combined sewer, or natural outlet.

Sec. 3 Disposal into the sewer system of any pollutant by any person is unlawful except when such disposal is in compliance with Federal Standards promulgated pursuant to the Federal Water Pollution Control Act Amendments of 1972 (FWPCA) and any subsequent amendments, and any more stringent state and local standards.

Sec. 4 Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

(a) Any gasoline, benzene, naphtha, fuel oil, lubricating oil, cutting oil, or other flammable or explosive liquid, solid or gas.

(b) Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant.

(c) Any waters or wastes having a pH lower than 5.5, or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewerage system.

Sec. 3 Costs

All Costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the District for any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

Sec. 4 Separate Building Sewers

A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

Sec. 5 Old Sewer Connections

Old building sewer service connections may be used for new buildings only when they are found, on examination by the Superintendent, to meet all requirements of this Regulation.

Sec. 6 Place of Connection

The building sewer shall be connected into the public sewer at the property line, or curb line, where branch sewers extend from the main sewer to either the curb line or property line, or, to the service branch on the public sewer where such public sewer exists within an easement on private property. Connection to an effluent sewer system shall only be made through a septic tank approved by the Superintendent.

Sec. 7 Roof and Foundation Drains

No person shall make connection of roof drains, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a sanitary public sewer.

Sec. 8 Excavations

All excavations for building sewer installation that extend adjacent to public right-of-way shall be adequately guarded by the Owner with barricades and/or lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

- Sec. 2 At such times as a public sewer becomes available to a property served by a private sewage disposal system, as provided in Article II, Section 3, a connection shall be made to the public sewer in compliance with this Ordinance, and any unused septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned in a manner meeting the requirements of the Superintendent. This section may be waived where the District has formally agreed to maintain said on-site disposal facilities.
- Sec. 3 The Owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the District, unless a District maintenance agreement is in effect for said facilities.
- Sec. 4 Any Owner of property within the service area of the District may make application for District maintenance of a sewage treatment system located on said Owner's property. The Owner shall apply for on-site disposal maintenance services on forms provided by the Superintendent. The Owner shall agree to grant to the District a utility easement to all sewage treatment and disposal devices for which he desires maintenance services. The Owner shall agree to pay service charges in accordance with the provisions of Articles VII and VIII of this regulation. The District shall establish minimum standards for on-site treatment and disposal systems acceptable for maintenance by the District.

#### ARTICLE IV

##### Building Sewers and Connections

Sec. 1 Permit Required

No person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Superintendent.

Sec. 2 Classes of Permits

There shall be two (2) classes of building sewer permits: (a) for residential and commercial service, and (b) for service to establishments producing industrial wastewater. In either case, the owner or his agent shall make application on a form furnished by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgement of the Superintendent.

Sec. 33 "Wastewater" shall mean the water-carried wastes of the community derived from human or industrial sources including domestic wastewater and industrial wastewater. Rainwater, groundwater or drainage of uncontaminated water is not wastewater.

Sec. 34 "Wastewater Treatment Plant" shall mean any arrangement of devices and structures used for treating wastewater.

Sec. 35 "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

## ARTICLE II

### Improper Waste Disposal Prohibited

Sec. 1 It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the District or in any area under the jurisdiction of the District, any human or animal excrement, garbage, or other objectionable waste.

Sec. 2 It shall be unlawful to discharge to any natural outlet within the District, or in any area under the jurisdiction of the District, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this regulation.

Sec. 3 The owner of each house, building or property used for human occupancy, employment, recreation, or other purposes, situated within the City and abutting on any street, alley or sewer right-of-way in which there is located a public sanitary sewer is hereby required at his own expense to install suitable toilet facilities therein and to connect such facilities which may have a wastewater discharge directly with the proper public sewer, in accordance with the provisions of this regulation, within 120 days from official notice to do so.

## ARTICLE III

### On-Site Sewage Disposal

Sec. 1 Where a public sanitary sewer is not available under the provisions of Article II, Section 3, an on-site treatment and disposal system may be installed, provided that all such devices and systems meet the requirements of the District.

- Sec. 20 "pH" shall mean the reciprocal of the logarithm of the hydrogen ion concentration which is the weight of hydrogen ions in grams per liter of solution.
- Sec. 21 "Properly Shredded Garbage" shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch in any dimension.
- Sec. 22 "Public Sewer" shall mean any sewer dedicated to public use and which use is controlled by the District.
- Sec. 23 "Sanitary Sewer" shall mean a sewer which carries ~~domestic~~ and/or industrial wastewater and to which storm, surface, and groundwaters are not intentionally admitted; this term may also include the meaning of "effluent sewer" where appropriate.
- Sec. 24 "Sewage" shall mean wastewater.
- Sec. 25. "Sewerage" shall mean any and all facilities used for collecting, conveying, pumping, treating and disposing of wastewater.
- Sec. 26 "Sewer" shall mean a pipe or conduit for carrying wastewater.
- Sec. 27 "Shall" is mandatory; "May" is permissive.
- Sec. 28 "Slug" shall mean any discharge of water, domestic wastewater, or industrial wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration of flows during normal operation.
- Sec. 29 "Standard Methods" shall mean the current edition of "Standard Methods for the Examination of Water and Wastewater" and as published by the American Public Health Association.
- Sec. 30 "Storm Drain" (sometimes termed "storm sewer") shall mean a sewer which carries storm and surface waters and drainage, but excludes domestic and industrial wastewaters.
- Sec. 31 "Superintendent" shall mean the superintendent of the Sewerage Works, or his authorized deputy, agent or representative.
- Sec. 32 "Suspended Solids" shall mean the insoluble solid matter suspended in wastewater that is separable by laboratory filtration in accordance with the procedure described in "Standard Methods".

- Sec. 6 "Combined Sewer" shall mean a sewer receiving both surface runoff and wastewater.
- Sec. 7 "Discharger" shall mean any person who discharges or causes a discharge to a public sewer.
- Sec. 8 "City" shall mean the City of Fountain Run, Kentucky.
- Sec. 9 "County Health Department" shall mean the Monroe County Health Department.
- Sec. 10 "District" shall mean the Fountain Run Water District Number 1.
- Sec. 11 "Domestic Wastewater" shall mean the water-carried wastes produced from non-commercial or non-industrial activities and which result from normal human living processes.
- Sec. 12 "Effluent" shall mean the liquid outflow of any facility designed to treat, convey or retain wastewater.
- Sec. 13 "Effluent Sewer" shall mean a pipe or conduit for carrying only effluent which has received at least primary treatment, such as by a septic tank.
- Sec. 14 "Garbage" shall mean animal and vegetable waste resulting from the handling, preparation, cooking, and serving of food in home kitchens, stores, markets, restaurants, motels, hotels and other places where food is stored, prepared or served. Specifically excluded are food-processing wastes from canneries, slaughterhouses, packing plants and similar industries.
- Sec. 15 "Grab Sample" shall mean any individual sample of wastewater collected over a period of time not exceeding 15 minutes.
- Sec. 16 "Industrial Wastewater" shall mean all water-carried wastes and wastewater of the community excluding domestic wastewater and uncontaminated water, and shall include all wastewater from any producing, manufacturing, processing, institutional, commercial, agricultural or other operation where the wastewater discharge includes significant quantities of wastes of non-human origin.
- Sec. 17 "Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.
- Sec. 18 "Regulation" or "Ordinance" shall mean, unless otherwise specified, this Regulation.
- Sec. 19 "Person" shall mean any individual, partnership, committee, association, corporation, public agency, firm, company, and any other organization or group of persons, public or private.

FOUNTAIN RUN WATER DISTRICT NO. 1  
MONROE COUNTY, KENTUCKY

REGULATION NO. 86-1

REGULATION GOVERNING THE USE OF PUBLIC AND PRIVATE SEWERS AND DRAINS, PRIVATE SEWAGE DISPOSAL, THE INSTALLATION AND CONNECTION OF BUILDING SEWERS, AND THE DISCHARGE OF WATERS AND WASTES INTO THE PUBLIC SEWER SYSTEM(S): AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF: IN THE FOUNTAIN RUN WATER DISTRICT NO. 1, MONROE COUNTY, KENTUCKY.

Be it resolved by the Fountain Run Water District No. 1, Monroe County, Kentucky as follows:

ARTICLE I

Definitions

Unless the context specifically indicates otherwise, the meaning of the terms used in this regulation shall be as follows:

- Sec. 1 "Ammonia Nitrogen" or "NH<sub>3</sub>-N" shall mean the measure of nitrogen as ammonia, as determined by the appropriate procedure in the latest edition of "Standard Methods".
- Sec. 2 "BOD" or "Biochemical Oxygen Demand" shall mean the measure of decomposable organic material in domestic or industrial wastewaters as represented by the oxygen utilized over a period of five (5) days at twenty degrees (20°) Centigrade and as determined by the appropriate procedure in "Standard Methods".
- Sec. 3 "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the inner face of the building wall.
- Sec. 4 "Building Sewer" shall mean the extension from the building drain to the public sewer or other place of disposal.
- Sec. 5. "COD" or "Chemical Oxygen Demand" shall mean a measure of the oxygen equivalent of that portion of the organic matter in a sample that is susceptible to oxidation by a strong chemical oxidant, as determined by the appropriate procedure in "Standard Methods"

ARTICLE VII  
Ordinance in Force

Sec. 1 This Ordinance shall be in full force and effect from and after its passage, approval, recording and publication as provided by law.

INTRODUCED this the 21 day of Jan, 1956.

ADOPTED and APPROVED this the 22 day of Jan, 1956.

Larry J. Shaw  
Mayor

ATTEST:

Wallace J. Shockley  
City Clerk

Sec. 2 At such times as a public sewer becomes available to a property served by a private sewage disposal system, as provided in Article II, Section 3, a connection shall be made to the public sewer in compliance with this Ordinance, and any unused septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned in a manner meeting the requirements of the Superintendent. This section may be waived where the District has formally agreed to maintain said on-site disposal facilities.

Sec. 3 The Owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City.

#### ARTICLE IV

##### Protection from Damage

Sec. 1 No unauthorized person shall maliciously, willfully or recklessly break, damage, destroy, uncover, deface or tamper with any structure, appurtenances or equipment which is a part of the sewerage system. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

#### ARTICLE V

##### Penalties

Sec. 1 Any person found to be violating any provision of this Ordinance except Article IV shall be served by the City with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Sec. 2 Any person who shall continue any violation beyond the time limit provided for in Article V, Section 1, shall be guilty of a misdemeanor, and/or conviction thereof shall be fined in the amount of five hundred dollars (\$500) for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

Sec. 3 Any person violating any of the provisions of this Ordinance shall become liable to the City for any expense, loss or damage occasioned by the City by reason of such violation.

#### ARTICLE VI

##### Validity

Sec. 1 All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Sec. 2 The invalidity of any section, clause, sentence or provision of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given effect without such invalid part or parts.

Sec. 3 All sewer users within the City will be subject to the District's Regulations governing use of the sewer system.

Sec. 13 "Wastewater Treatment Plant" shall mean any arrangement of devices and structures used for treating wastewater.

Sec. 14 "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

## ARTICLE II

### Improper Waste Disposal Prohibited

Sec. 1 It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City or in any area under the jurisdiction of the City, any human or animal excrement, garbage or other objectionable waste.

Sec. 2 It shall be unlawful to discharge to any natural outlet within the City, or in any area under the jurisdiction of the City, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this regulation.

Sec. 3 The owner of each house, building or property used for human occupancy, employment, recreation, or other purposes, situated within the City and abutting on any street, alley or sewer right-of-way in which there is located a public sanitary sewer is hereby required at his own expense to install suitable toilet facilities therein and to connect such facilities which may have a wastewater discharge directly with the proper public sewer, in accordance with the provisions of this regulation, within 120 days from official notice to do so.

Sec. 4 All architects, contractors, builders or other persons, before commencing the erection of any building or other improvement capable of emitting liquid waste or sewage, on any lot or parcel of land abutting on a street, alley or sewer right-of-way in which there has been or may be hereafter installed and maintained a public sanitary sewer, shall, before erecting or installing such building or improvement, exhibit to the City or to the Superintendent or to such other official as the City may designate, satisfactory evidence that a means has been provided or will be provided for connecting the sewage drain pipes from such building or other improvement with such public sanitary sewer. No storm water or other surface or subsurface water drain shall be connected with any sanitary sewer line hereafter constructed, nor shall any storm water, surface or subsurface water be otherwise introduced into any public sanitary sewer.

## ARTICLE III

### On-Site Sewage Disposal

Sec. 1 Where a public sanitary sewer is not available under the provisions of Article II, Section 3, an on-site treatment and disposal system may be installed, provided that all such devices and systems meet the requirements of the District.