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RECEIVED

JUL 19 2013

PUBLIC SERVICE
COMMISSION

Jeff Derouen, Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602-0615

RE: *Roy G. Cooksey, M.D. v. Bowling Green Municipal Utilities Board, et al.*
PSC Case No. 2013-00109

Dear Mr. Derouen:

Enclosed please find the original and ten copies of an Answer to Complaint on behalf of Defendant, Warren County Water District, in the above-referenced matter. Please file these enclosures in this case. Thank you for your assistance in this regard. Please call with any questions.

Very truly yours,

COLE & MOORE, P.S.C.



Frank Hampton Moore, Jr.
Matthew P. Cook

Enclosures

xc: Alan H. Vilines, P.E. (*w/ encl.*)

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF
ROY G. COOKSEY, M.D.,

COMPLAINANT

RECEIVED
JUL 19 2013
PUBLIC SERVICE
COMMISSION

ORIGINAL

V.

CASE NO. 2013-00109

WARREN COUNTY WATER DISTRICT,

DEFENDANT

ANSWER TO VERIFIED PETITION ON BEHALF OF DEFENDANT,
WARREN COUNTY WATER DISTRICT

Defendant, Warren County Water District (“Warren Water”), by counsel, for its answer to the verified petition filed herein by Roy G. Cooksey, M.D., states as follows:

FIRST DEFENSE

1. The Complainant’s verified petition fails to state a claim against Warren Water upon which relief may be granted.
2. Any allegation in the Complainant’s verified petition not specifically admitted herein by Warren Water is denied.

SECOND DEFENSE

1. Unnumbered Paragraph 1 of the Complainant’s verified petition does not require an admission or denial by Warren Water.
2. Warren Water admits the factual allegations set forth in unnumbered paragraph 2 of the Complainant’s verified petition.

3. Warren Water admits the factual allegations set forth in unnumbered paragraph 3 of the Complainant's verified petition.

4. Concerning the factual allegations set forth in unnumbered paragraph 4 of the Complainant's verified petition, Warren Water attaches as Exhibit A the order of the Warren County Fiscal Court which, on April 11, 1975, established its territorial boundaries. Specifically, at the bottom of page 2 of the attached LEGAL DESCRIPTION FOR WARREN COUNTY WATER DISTRICT, is the portion of Warren Water's territorial boundary that bisects the Complainant's farm ("said point being 1,000' west of center line of Lover's Lane and 500' south of center line of Highway No. 234; then in a southwesterly direction parallel to and 1,000' west of center line of Lover's Lane; 7,220' from center line of Highway No. 234"). Warren Water admits that the approximately 30 acres of the Complainant's farm adjacent to Lovers Lane are within its territorial limits and that the remaining approximately 70 acres of the farm are outside its territorial limits. The farm is outside of the city limits of Bowling Green and the Answering Defendant is the only utility which currently provides water and sewer service to the farm. All other allegations not specifically admitted from this paragraph are denied.

5. Warren Water has insufficient information to respond to the factual allegations set forth in unnumbered paragraph 5 of the Complainant's verified petition, same constituting a denial.

6. Concerning the factual allegations set forth in unnumbered paragraph 6 of the Complainant's verified petition, Warren Water denies that the service boundary agreement entered by it and B.G.M.U. is invalid. To the contrary, the service boundary agreement was reached pursuant to the P.S.C.'s directive in Case No. 95-044 and that agreement was adopted by both Boards, Warren Water and B.G.M.U. Finally, the agreement between Warren Water and B.G.M.U. established a service boundary across the Complainant's farm which is identical to the

jurisdictional boundary established by the Warren County Fiscal Court on April 11, 1975. All other allegations not specifically admitted in this paragraph are denied.

7. Concerning the factual allegations set forth in unnumbered paragraph 7 of the Complainant's verified petition, Warren Water admits that a portion of Complainant's farm lies within its territorial limits and that a portion of the farm lies outside its territorial limits. Warren Water submits that its service boundary agreement with B.G.M.U. is valid and enforceable. However, if the Commission deems otherwise, Warren Water states that it is willing to be the provider of water and sewer service to the Complainant's entire farm through an adjustment of the service area boundaries of the two utilities. All other allegations not specifically admitted in this paragraph are denied.

8. Concerning the factual allegations set forth in unnumbered paragraph 8 of the Complainant's verified petition, Warren Water denies it has violated any statute or regulation or otherwise harmed the Complainant in any way and it submits that its service boundary agreement with B.G.M.U. is valid and enforceable. However, if the Commission deems otherwise, Warren Water states that it is willing to be the provider of water and sewer service to the Complainant's entire farm through an adjustment of the service area boundaries of the two utilities. All other allegations not specifically admitted in this paragraph are denied.

9. Concerning the factual allegations set forth in unnumbered paragraph 9 of the Complainant's verified petition, Warren Water denies it has violated any statute or regulation or otherwise harmed the Complainant in any way and it submits that its service boundary agreement with B.G.M.U. is valid and enforceable. However, if the Commission deems otherwise, Warren Water states that it is willing to be the provider of water and sewer service to the Complainant's entire farm through an adjustment of the service area boundaries of the two utilities. All other allegations not specifically admitted in this paragraph are denied.

10. Concerning the factual allegations set forth in unnumbered paragraph 10 of the Complainant's verified petition, Warren Water denies it has violated any statute or regulation or otherwise harmed the Complainant in any way and it submits that its service boundary agreement with B.G.M.U. is valid and enforceable. However, if the Commission deems otherwise, Warren Water states that it is willing to be the provider of water and sewer service to the Complainant's entire farm through an adjustment of the service area boundaries of the two utilities. All other allegations not specifically admitted in this paragraph are denied.

11. Warren Water has insufficient information to respond to the factual allegations set forth in unnumbered paragraph 11 of the Complainant's verified petition, same constituting a denial. With that said, Warren Water denies it has violated any statute or regulation or otherwise harmed the Complainant in any way and it submits that its service boundary agreement with B.G.M.U. is valid and enforceable. However, if the Commission deems otherwise, Warren Water states that it is willing to be the provider of water and sewer service to the Complainant's entire farm through an adjustment of the service area boundaries of the two utilities. All other allegations not specifically admitted in this paragraph are denied.

12. Concerning the factual allegations set forth in unnumbered paragraph 12 of the Complainant's verified petition, Warren Water denies it has violated any statute or regulation or otherwise harmed the Complainant in any way and it submits that its service boundary agreement with B.G.M.U. is valid and enforceable. However, if the Commission deems otherwise, Warren Water states that it is willing to be the provider of water and sewer service to the Complainant's entire farm through an adjustment of the service area boundaries of the two utilities. All other allegations not specifically admitted in this paragraph are denied.

13. Warren Water admits the factual allegations in unnumbered paragraph 13 of the Complainant's verified petition that the P.S.C. has the authority to direct a water district to seek

an expansion of existing boundaries to make reasonable extensions of service within its jurisdictional boundary.

14. Warren Water has insufficient information to respond to the factual allegations set forth in unnumbered paragraph 14 of the Complainant's verified petition to the extent that said paragraph contemplates arguments to be made by B.G.M.U., same constituting a denial.

15. Concerning the factual allegations in unnumbered paragraph 15 of the Complainant's verified petition, Warren Water denies it has violated any statute or regulation or otherwise harmed the Complainant in any way and it submits that its service boundary agreement with B.G.M.U. is valid and enforceable. However, if the Commission deems otherwise, Warren Water states that it is willing to be the provider of water and sewer service to the Complainant's entire farm through an adjustment of the service area boundaries of the two utilities. All other allegations not specifically admitted in this paragraph are denied.

16. Concerning the factual allegations in unnumbered paragraph 16 of the Complainant's verified petition, Warren Water denies it has violated any statute or regulation or otherwise harmed the Complainant in any way and it submits that its service boundary agreement with B.G.M.U. is valid and enforceable. However, if the Commission deems otherwise, the Answering Defendant states that it is willing to be the provider of water and sewer service to the Complainant's entire farm through an adjustment of the service area boundaries of the two utilities. All other allegations not specifically admitted in this paragraph are denied.

17. Warren Water denies that the Complainant is entitled to any of the relief set out in his verified petition.

THIRD DEFENSE

1. As an affirmative defense, Warren Water states that B.G.M.U. is a necessary and indispensable party to this case and that the case cannot and should not proceed without it before the Commission as a party.

2. As an affirmative defense, Warren Water states that the P.S.C.'s dismissal order in Case No. 2009-00190 is dispositive and precludes the Complainant's current case against it. The order in said case is final and was not challenged by the Complainant following its entry and it is now binding on him.

3. Warren Water reserves the right to set forth additional defenses and/or affirmative defenses as this case proceeds.

WHEREFORE, Defendant, Warren Water, prays for the following relief:

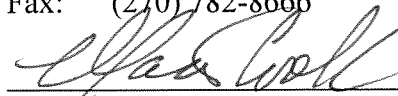
1. That the complainant's verified petition be dismissed with prejudice, the Complainant to take nothing by way of relief from it;

2. Alternatively, for a declaration or order from the P.S.C. that Warren Water shall be required by law to be the sole provider of water and sewer service to the Complainant's entire farm referenced in the verified petition;

3. For the entry of an order setting an evidentiary hearing and/or briefing schedule pursuant to KRS 278.280; and

4. For any and all other relief to which it may be deemed entitled.

COLE & MOORE, P.S.C.
921 College Street - Phoenix Place
P.O. Box 10240
Bowling Green, KY 42102-7240
Phone: (270) 782-6666
Fax: (270) 782-8666



Frank Hampton Moore, Jr.
Matthew P. Cook
Counsel for Warren County Water District

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing has this 17th day of July, 2013, forwarded by U.S. Mail to the following:

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

Keith M. Carwell
English, Lucas, Priest & Owsley
1101 College Street
P.O. Box 770
Bowling Green, KY 42102-0770
Counsel for Roy G. Cooksey, M.D.



Frank Hampton Moore, Jr.
Matthew P. Cook
Counsel for Warren County Water District

ORDERS

WARREN FISCAL COURT

Term, Day, Day of 19

Kirby, it is Resolved by the Fiscal Court of Warren County that the said Contract be revised and the said Fiscal Court directs Basil Griffin, the County Judge of Warren County, to enter into a Supplemental Agreement carrying out the purposes of said revision, a copy of which Supplemental Agreement is attached hereto and made a part hereof, as if copied in full herein, and to be spread on the Fiscal Court Order Book,

It is further Resolved by the Fiscal Court that the original Contract above referred to, as herein revised, remains in full force and effect. (FOR SUPPLEMENTAL AGREEMENT NO. 1 in its entirety - See Fiscal Court Order Book No. 12, Supp. No. 3, Pages Nos. 27-E & F).

Upon roll call, the vote was as follows: Eight yeas, no nays, and it is so ordered.

It was moved by Esquiro Freeman, seconded by Esquire Stahl, that the Warren Fiscal Court approve the LEGAL DESCRIPTION FOR WARREN COUNTY WATER DISTRICT. (FOR - LEGAL DESCRIPTION FOR WARREN COUNTY WATER DISTRICT - See Fiscal Court Order Book No. 12, Supp. No. 3, Pages Nos. 28-A thru 28-G.)

Upon roll call, the vote was as follows: Eight yeas, no nays, and it is so ordered.

The following report was filed:

FEEES AND MILEAGE PAID ON CIVIL SUITS FOR MONTH OF MARCH 1975 ON SHERIFF AND CONSTABLES OF WARREN COUNTY:

SHERIFF'S FEE AND MILEAGE	\$207.50
	87.90
	<u>\$295.40</u>

April 1, 1975

s/ Margaret Young
CLERK, WARREN QUARTERLY COURT - CIVIL

It was moved by Esquire Freeman, seconded by Esquire Kirby, that the Minutes be approved as read, claims allowed as read, and court adjourn to meet Friday, April 18, 1975 at 10:00 a.m.

Upon roll call, the vote was as follows: Eight yeas, no nays, and it is so ordered.

[Signature]

COPY ATTEST

CLERK WARREN COUNTY
BY: *[Signature]*
Date: 4-14-75
D.C.

Pursuant to adjournment the Warren County Fiscal Court met in Regular Session on Friday, April 18, 1975 at 10:00 a.m., in the Warren County Court House, Bowling Green, Kentucky. PRESENT: Esquires, G. W. Dethridge, G. R. Freeman, Richard Kirby, Charles E. Meeks, R. C. Shive, Horace Stahl, Ephram White. ABSENT: Esquire, Charles Hardcastle. PRESIDING: Honorable Basil Griffin, Judge.

It was moved by Esquire Freeman, seconded by Esquire Dethridge, bases Upon the recommendation of the Warren County Budget Commission, that the following

LEGAL DESCRIPTION FOR WARREN COUNTY WATER DISTRICT

Beginning at a point on the north bank of Barren River, said point being the intersection of the low water elevation of Barren River with the east boundary line of Warren County; thence with the east boundary line of Warren County in a northeasterly direction approximately 47,520' to the south R/W of I-65 in the east boundary line of Warren County; thence with the south R/W of I-65 in a southwesterly direction approximately 30,624' to a point in said R/W and 2,000' west of the center line of Highway No. 101; thence in a northerly direction approximately 7,920' to a point, said point being 1,000' west of Highway No. 101 and in the north boundary line of Smith Grove Cemetery projected, thence in an easterly direction with the north property line of said cemetery to a point 5,280' east of the center line of Highway No. 101; thence at a right angle to the previous course in a southerly direction approximately 7,656' to a point in the north R/W of I-65; thence in a northeasterly direction with the north R/W of I-65 approximately 24,024' to the east boundary line of Warren County; thence northeasterly with the east boundary line of Warren County approximately 1,056' to the northeast corner of Warren County in the south boundary line of Edmonson County; thence with the north boundary line of Warren County in a northwesterly direction approximately 24,024' to a corner; thence with the north boundary line of Warren County in a northwesterly direction approximately 12,672' to a corner; thence with the north boundary line of Warren County, in a southwesterly direction approximately 21,120' to a corner; thence with the north boundary line of Warren County in a northwesterly direction approximately 47,520' to a corner, the southwest corner of Edmonson

County on Green River; thence down Green River as it meanders in a westerly direction, same being the north boundary line of Warren County and the south boundary line of Butler County approximately 82,368' to the mouth of Barren River, said point also being the extreme northwest corner of Warren County; thence up Barren River as it meanders in a southeasterly direction approximately 14,256' to the northwest corner of Morgantown Road Water District in the west boundary line of Warren County; thence up Barren River with the north boundary line of said Morgantown Road Water District approximately 124,608' to the mouth of Jennings Creek, the northeast corner of Morgantown Road Water District; thence continuing up Barren River with its meanders, approximately 63,360' to a point, said point being at the low water mark on Barren River and approximately 1,850' west of the west R/W of I-65; thence leaving Barren River in a south-westerly direction, crossing Ewing Ford Rd. at approximately 430' in all 980' to a point, thence following Ewing Ford Rd. in an easterly and southerly direction being at all times 500' south and west and parallel to said Ewing Ford Rd. approximately 1,600' to a point, said point being 500' north of the north R/W at Highway No. 234 and 500' west of Ewing Ford Rd.; thence in a northwesterly direction parallel to and 500' north of the north R/W of Highway No. 234 a distance of 1,500' in all 2,000' from Ewing Ford Rd.; thence at a right angle to the previous course, 1,000' to a point, said point being 500' south of the center line of Highway No. 234; thence in a southeasterly direction parallel to and 500' south of Highway No. 234 a distance of 1,000' to a point, said point being 1,000' west of center line of Lover's Lane and 500' south of center line of Highway No. 234; thence in a southwesterly direction parallel to and 1,000' west of center line of Lover's Lane, 7,220' from the center line of Highway No. 234;

thence at a right angle to the previous course, in a southeasterly direction approximately 4,000' to a point in the east R/W of I-65; thence with the east R/W of I-65, approximately 6350' to a corner; thence in a southeasterly direction approximately 1200' to a corner; thence in a Southwesterly direction approximately 1700' to the centerline of Old Scottsville Road, thence with the center line of old Scottsville Road in a Southeasterly direction approximately 600' to a corner; thence in a southwesterly direction approximately 1200' feet to a corner; thence in a southeasterly direction approximately 1200' to a corner; thence in a southwesterly direction approximately 1300' to a corner; thence in a northwesterly direction approximately 850' feet to a corner; thence in a northwesterly direction and parallel to and 200' east of the centerline of U.S. 231 approximately 600' to a corner, the same being on the centerline of Greenwood Lane extended east across U.S. 231; thence with the said extended centerline of Greenwood Lane in a southwesterly direction approximately 1400' to a point in said centerline which is approximately 1200' southwest of centerline of U.S. 231; thence in a northwesterly direction approximately 1300' crossing I-65 to the west right-of-way of I-65; thence with the west right-of-way of I-65 in a northeasterly direction approximately 700'; thence continuing with the said west right-of-way of I-65 approximately 900' to a corner; thence in a northwesterly direction approximately 400' to a corner; thence in a northwesterly direction crossing Three Springs Road and continuing in all approximately 1700' to a corner; thence in a southwesterly direction approximately 1600' to a corner; thence northwesterly approximately 2000' to the north side of Grider's Pond Road; thence in a northwesterly direction approximately 540 feet to a southeast corner of the Farmgate Subdivision; thence with the boundary of said Farmgate

Subdivision N 23° 09' W, 1003, 80 feet; S 64° 50' W, 719.42 feet; N 86° 56' W, 741.00 feet to the northwest corner of the Farmgate Subdivision; thence in a southwesterly direction approximately 1170 feet to the north east corner of the P.T.P. Corporation Subdivision thence with the boundary of the P.T.P. Corporation Subdivision northwesterly approximately 915 feet, southwesterly approximately 1013 feet, northwesterly approximately 1287 feet, southeasterly approximately 759 feet, northwesterly approximately 210 feet to a point on the north boundary of P.T.P. Corporation Subdivision; thence in a southwesterly direction leaving the outside boundary of the P.T.P. Corporation Subdivision, crossing to the centerline of Cave Mill Road at approximately 365 feet thence S 81° 40' E, approximately 120 feet to a point 40 feet west of the intersection of the centerline with Smallhouse Road; thence, measured at right angles, in a southwesterly direction 60 feet to a point inside Lot No. 33 of Hunting Creek Estates, Section No. 1; thence S 81° 40' E, crossing Smallhouse Road at approximately 70 feet, in all approximately 180 feet to a point, said point being 60 feet south of the south right of way of Cave Mill Road and 100 feet east of the centerline of Smallhouse Road measured at a right angle to same; thence S 14° 30' E, parallel to and 100 feet east of the centerline of Smallhouse Road approximately 1804 feet to the center line of Grider Pond Road; thence S 75° 36' W along the centerline of Grider Pond Road crossing the centerline of Smallhouse Road at 100 feet in all 200 feet of a point in the center line of Grider Pond Road, said point being 100 feet west of the center line of Smallhouse Road; thence in a southeasterly direction parallel to and 100 feet west of the centerline of Smallhouse Road approximately 1584 feet to a point; thence in a southwesterly direction at a right angle to the previous course approximately 2610 feet to the northeast right-of-way of Green River Parkway;

thence following the northeast R/W of Green River Parkway in a northwesterly direction approximately 7,500 feet to a point in the west R/W of Old U. S. 31 W Highway; thence in a northerly direction approximately 1,500 feet to the intersection of said 31 W R/W with the center line of U. S. Highway No. 31 W relocated; thence in a northwesterly direction and at a right angle to center line of U. S. Highway No. 31 W approximately 4,050 feet to the west R/W of and in the east edge of a 10 foot sewer easement previously acquired by Warren County Water District; thence northerly with said street R/W and sewer easement, approximately 1,080 feet to a sanitary sewer manhole end of Warren County Water District sewer easement; thence northwesterly approximately 2,300 feet to a point said point being 200 feet southeast of center line of Highway U. S. 68 and 1,000 feet south of center line of Dishman Lane; thence northerly 200 feet east of and parallel to center line of Highway U. S. 68 approximately 1,200 feet to Central Tractor Parts Company; thence at a right angle to the previous course in a northwesterly direction approximately 250 feet to the west R/W of Highway U. S. 68; thence northward with the west R/W of said Highway U. S. 68 approximately 1,950 feet to a point 10 feet north of a master meter owned by Warren County Water District; thence at a right angle to the previous course in a westerly direction 100 feet to a point; thence in a southerly direction 100 feet west of and parallel to Highway U.S. 68 approximately 3,200 feet to a point, said point being 100 feet south of center line of

Dishman Lane projected; thence in a northwesterly direction and at a right angle to the previous course approximately 2,700 feet to the northeast R/W of Green River Parkway; thence in a northwesterly direction following the northeast R/W of Green River Parkway approximately 4,860 feet to the east boundary line of the Morgantown Road Water District Boundary; thence with the Morgantown Road Water District Boundary, southwesterly approximately 1,320; northwesterly approximately 8,712'; westerly approximately 6,072' to center of Quarry Road; thence southeasterly approximately 1,000' to the original Warren County Water District Boundary line (now Warren County Water District); thence with the common boundary line between Morgantown Road Water District and Warren County Water District, westerly, approximately 11,100'; thence northwesterly approximately 14,000'; thence northwesterly parallel to and 2,000' north of center line of Highway No. 1083, approximately 14,800' to the west boundary line of Warren County; thence with the west boundary line of Warren County in a southwesterly direction approximately 9,240' to a common corner of Warren County and Logan County; thence southeasterly with the Warren County boundary line approximately 68,904' to a common corner of Warren County and Simpson County; thence southeasterly with the Warren County Boundary line, approximately 54,912' to a common corner of Warren County and Simpson County; thence southwesterly with the Warren County boundary line approximately 11,616' to a common corner of Warren County and Allen County; thence northeasterly with the Warren County boundary line

approximately 55,440' to Days Lick Creek; thence down Days Lick Creek same being the Warren County boundary line, as it meanders in a northeasterly direction a distance of approximately 21,000' to a point where Days Lick Creek empties into Barren River; thence up Barren River as it meanders in a northeasterly direction approximately 33,264' to the beginning.

A COPY

AT TEST:

James A. Howard

CLERK WARREN COUNTY COURT

By: *James A. Howard* D. C.

ORDERS

WARREN FISCAL COURT

Term, Day, Day of 19

The following report was filed:

REPORT TO FISCAL COURT
BUILDING PERMIT APPLICATION FOR THE MONTH OF MARCH
1975

(FOR REPORT - See Fiscal Court Order Book No. 12, Supp. No. 3, Page No. 27-A)

It was moved by Esquire Kirby, seconded by Esquire Froeman, that the Minutes be approved as read, claims allowed as read, and court adjourn to meet Friday, April 11, 1975 at 10:00 a.m.

Upon roll call, the vote was as follows: Seven yeas, no nays, one absent (Meeks), and it is so ordered.

[Handwritten signature]

JUDGE

Pursuant to adjournment the Warren County Fiscal Court met in Regular Session on Friday, April 11, 1975 at 10:00 a.m., in the Warren County Court House, Bowling Green, Kentucky. PRESENT: Esquires, G. W. Dethridge, G. R. Freeman, Charles Hardcastle, Richard Kirby, Charles E. Meeks, R. C. Shive, Horace Stahl, Ephram White. PRESIDING: Honorable Basil Griffin, Judge.

It was moved by Esquire Freeman, seconded by Esquire Meeks, based upon the recommendation of the Warren County Budget Commission, that the following transfers of appropriations be made to meet current expenses:

Table with 3 columns: FROM, TO, AMOUNT. Rows include 70_C-7B to 41-D-3 (\$500.00), 70-C-7b to 4-E-1 (\$500.00), 70-C-7B to 4-B-1 (\$800.00), and 70-C-7b to 7-A-1 (\$1,200.00).

Upon roll call, the vote was as follows: Eight yeas, no nays, and it is so ordered.

It was moved by Esquire Dethridge, seconded by Esquire Shive, that the month of April be proclaimed as "Clean-Up and Beautification Month" as setforth in PROCLAMATION by Kentucky Governor Julian M. Carroll.

(FOR GOVERNOR'S PROCLAMATION - See Fiscal Court Order Book No. 12, Supp. No. 3, Pages Nos. 27-B, C, D.)

Upon roll call, the vote was as follows: Eight yeas, no nays, and it is so ordered.

RESOLUTION

WHEREAS, Warren County and the Bureau of Highways of Kentucky have an existing Contract, dated March 10, 1975, and

WHEREAS, it is desired to revixe the said Contract,

NOW THEREFORE,

On motion of Esquire G. H. Freeman, Jr., seconded by Esquire Richard B.