

IRVINE MUNICIPAL UTILITIES

238 BROADWAY

PHONE: 723-2197

IRVINE, KENTUCKY 40336

January 12, 2015

RECEIVED

JAN 13 2015

**PUBLIC SERVICE
COMMISSION**

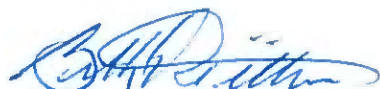
Public Service Commission
211 Sowers Blvd.
P.O. Box 615
Frankfort KY 40602-0615

RE: CASE # 2014-00425

To whom it may concern,

The following are 10 copies of Irvine's responses to commission staff's first request for information to the City of Irvine Utility and the Estill County Water District No. 1.

Thank you,



Billy F. Williams II
Operational Manager
Irvine Municipal Utilities

RECEIVED

JAN 13 2015

PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

APPLICATION OF THE CITY OF IRVINE)	
UTILITY COMMISSION TO ACQUIRE THE)	CASE NO.
FACILITIES OF THE ESTILL COUNTY WATER)	2014-00425
DISTRICT NO. 1)	

RESPONSE TO COMMISSION STAFF'S FIRST REQUEST FOR
INFORMATION TO THE CITY OF IRVINE UTILITY COMMISSION AND
THE ESTILL COUNTY WATER DISTRICT NO. 1

REQUEST NO. 1: Confirm the city of Irvine is classified as a city of the Fourth Class pursuant to KRS 81.010. If not, then provide the classification of the city of Irvine.

RESPONSE: An opinion of the Irvine City Attorney is attached as Request No. 1 & 2.

REQUEST NO. 2: State whether the city of Irvine will be classified as a city of the home rule class pursuant to KRS 81.005(1)(b) effective January 1, 2015. If not, then provide the classification of the city of Irvine effective January 1, 2015.

RESPONSE: An opinion of the Irvine City Attorney is attached as Request No. 1 & 2.

REQUEST NO. 3: *The Annual Report of Estill County Water District #1 Sewer Division to the Public Service Commission for Year Ended December 31, 2012* ("2014 Annual Report") at page 14 of 44 lists an end-of-year balance amount of \$8,146 for customer deposits. With regard to this balance amount, answer the following.

a. State the current balance amount for customer deposits held by the Estill No. 1 Sewer Division.

b. State whether the Estill No. 1 Sewer Division will refund the customer deposits it holds.

c. State whether the Estill No. 1 Sewer Division will transfer any of the customer deposit funds it is holding to Irvine pursuant to the September 15, 2014 Memorandum Settlement Agreement. If so, state the amount of the customer deposit funds that will be transferred.

d. For any customer deposits held by the Estill No. 1 Sewer Division that will not be refunded to customers or transferred to Irvine, state the Estill No. 1 Sewer Division's plan for these customer deposit funds.

RESPONSE: The Estill County Water District No. 1 will transfer all customer deposits collected from sewer customers to Irvine on or before Irvine completes all of its requirements under the Memorandum of Settlement Agreement and the necessary approvals are obtained.

REQUEST NO. 4: The Joint Application at Numbered Paragraph 5, part f, states that "[t]he District shall decommission and abandon use of its existing wastewater treatment and sewer facility." With regard to this statement, answer the following.

a. State the expected total cost to decommission and abandon the existing wastewater treatment and sewer facility.

b. State how Estill No. 1 will fund the decommissioning and abandonment.

RESPONSE: The Estill County Water District No. 1 retained Bell Engineering to

prepare a closure plan for its Wastewater Treatment Plant. Bell Engineering completed this Closure Plan and it was approved by Greg Goode of the Water Infrastructure Branch of the Division of Water who stated in a November 4, 2014 email that he had “. . .read the Closure Plan and communicated to enforcement that it is an acceptable plan”. Bell Engineering estimated that it will cost \$49,000 to implement this plan. The Estill County Water District No. 1 will use funds from its general fund to complete the closure. The Estill County Water District No. 1 has completed the portion of the Closure Plan needed to divert its wastewater to Irvine and will complete the balance of the Closure Plan when Irvine completes its requirements under the Memorandum Settlement Agreement and all of the necessary approvals have been obtained.

REQUEST NO. 5: State whether the litigation in the Estill Circuit Court, Civil Action No. 14-CI-21, styled *The City of Irvine Utility Commission v. Estill County Water District No. 1*, has been dismissed. If so, provide a copy of the Order entered by the Estill Circuit Court terminating the litigation.

RESPONSE: The litigation has not yet been dismissed. Irvine has committed to agreeing to dismiss this Action when it is satisfied the obligations as outlined in the Memorandum Settlement Agreement are met and the litigation will be dismissed by execution and entry of an Agreed Order of Dismissal.

REQUEST NO. 6: The September 15, 2014 Memorandum Settlement Agreement at Numbered Paragraph 3, in pertinent part, states “[t]hat from and after the Effective Date, IMU shall assume, agree to pay, and indemnify and hold the District harmless from the outstanding balance remaining due from the District to the USDA

after the payments referred to in the preceding paragraph.” With regard to this statement, answer the following.

a. State whether Estill No. 1 has or will obtain a release from the USDA with regard to this loan.

b. If Estill No. 1 has not or is not obtaining a release, state the actual or potential liability of the District with regard to the loan. Explain in detail the amount of the liability and the circumstances under which the District may be obligated to repay all or a portion of the loan.

RESPONSE: As soon as the PSC has approved this transaction Irvine Municipal Utilities is prepared to payoff and satisfy, or to assume if permitted to do so, the District’s indebtedness now held by Rural Development (formerly USDA). The District will be released from liability for this indebtedness. Irvine Municipal Utilities has not yet satisfied this indebtedness only because approval by the PSC of the terms of the Settlement Agreement is pending. If approved, the District will have no liability for this indebtedness.

REQUEST NO. 7: The September 15, 2014 Memorandum Settlement Agreement at Numbered Paragraph 14, part b, states that the Agreement is contingent upon Estill No. 1’s receiving “written assurances from such agencies of state government as are applicable that its prior activities, and those necessary for the decommission and closure of its existing wastewater treatment plan, shall not result in any fines, assessments, or penalties against the District.” State whether this contingency remains or has been met. If this provision of the Agreement remains a contingency, state the anticipated date that the contingency will be met.

RESPONSE: The Estill County Water District No. 1 has obtained an October 17, 2014 letter from the Office of General Counsel for the Energy and Environmental Cabinet that states:

In light of this agreement, the Cabinet is willing to place our enforcement case on hold, provided that your client strictly complies with the following:

- 1) Estill must submit a closure plan for the Estill County Wastewater Treatment Plant and receive approval from the Division of Water for the plan;*
- 2) Estill must properly decommission the Estill County Wastewater Treatment Plant as required by the approved closure plan; and*
- 3) Estill must adhere to all guidelines of the contract with the City of Irvine Utilities Commission.*

If the Cabinet determines that these requirements have been met, then no penalty will be sought in the matter and the enforcement case will be dismissed.

The Estill County Water District No. 1 has completed Item No. 1 above and will complete Items Nos. 2 and 3 above when Irvine has completed its requirements under the Settlement Agreement and after all of the required approvals are obtained.

REQUEST NO. 8: The September 15, 2014 Memorandum Settlement Agreement at Numbered Paragraph 14, part c, states that the Agreement is contingent upon Estill No. 1's and/or Estill County's receiving "such assurances as they deem necessary that no grant funds previously made available to them will be required to be repaid if this Agreement is carried out as described herein." State whether this

contingency remains or has been met. If this provision of the Agreement remains a contingency, state the anticipated date that the contingency will be met.

RESPONSE: The Estill County Water District No. 1 has not received satisfactory assurances from Irvine on this issue. The Mayor of the City of Irvine and the County Judge Executive of Estill County have however received a letter (attached as Request No. 8) from Ms. Lynn Littrell which outlines what need happen in order to place both the City and the County in compliance. Irvine is satisfied that none of the grant money previously received will have to be repaid if this transaction is concluded as anticipated.

REQUEST NO. 9: State the number of people that Irvine employs to operate its water and wastewater systems.

RESPONSE: fifteen (15)

REQUEST NO. 10: State the number of Irvine employees that the Kentucky Division of Water has certified as wastewater treatment operators.

RESPONSE: four (4)

REQUEST NO. 11: State whether Estill No. 1 has any customers inside the cities of Irvine and Ravena that will be billed at the inside city rate. If so, then, by city, indicate how many.

RESPONSE: The Estill County Water District No. 1 does not have any sewer customers inside the cities of Irvine or Ravena.

REQUEST NO. 12: The rates in Exhibit B are greater than Estill No. 1's current rates. State whether Estill No. 1 has provided notice of the potential increase in rates associated with this application. If so, then provide a copy of the notice(s).

RESPONSE: The subject matter of this pending application has been the subject of numerous public hearings and newspaper articles since 2005. Some of those newspaper articles are attached at Response # 12.

The proposal presently before the PSC is for the District to go out of the sewer business. After the transaction is completed, Irvine Municipal Utilities will provide sewer service to the residents of both Irvine and Estill County. Irvine will own the equipment, lines, lift stations, and other facilities, all of which will convey the County wastewater to the City treatment facility. Irvine will do the billing, and set the rates.

Once the current transaction is approved by the PSC the District's customers will be notified, in writing, formally advising them that the IMU is now providing them with sewage treatment service; will be billing them for that service and the cost of that service; and that all needs for service should be directed to IMU. To date however there has been no formal written notice given to the District's customers of the increase in rates and believes none is required

REQUEST NO. 13: Describe how wastewater flow in the existing Estill No. 1 system will be conveyed to the treatment plant in the Irvine system. Include with the description a schematic which depicts any physical connection(s) between the existing Estill No. 1 system and the Irvine system.

RESPONSE: Effective October 16, 2014 all wastewater flow from Estill County Water District has been diverted to and is being treated by Irvine Municipal Utilities. The new pump station, installed pursuant to the multi-year project for the regionalization of the Irvine and Estill County sewer treatment, was brought online in October, 2014. All the District's wastewater gravity flows to that pump station. As of December 31,

2014 IMU has treated 8.6 million gallons of the District's wastewater, to date without compensation. No further equipment, lines, or attachments are necessary to accomplish the changeover. Once it was learned that the PSC approval was required for implementation of the terms of the Memorandum Settlement Agreement, the diversion of the sewer flows was already complete, or at least mostly so. Since learning that such approval was required no further steps in the implementation of the Agreement have been undertaken.

A copy of the schematic reflecting the physical connections between the two services is attached and marked as Request No. 13.

REQUEST NO. 14: State whether any additional connection(s), pump stations, or other infrastructure are necessary for the wastewater flow in the existing Estill No. 1 system to be conveyed to the treatment plant in the Irvine system. If so, provide the entity responsible for funding such connections or infrastructure, the estimated cost(s), and the manner in which this cost will be funded.

RESPONSE: The project that included construction of Irvine's new treatment facility included construction of a new pump station and a new "main" under the Kentucky River to divert the flow from the District's treatment plant to Irvine's system. Those are in place and operational. No additional construction or infrastructure or expenditure will be required.

REQUEST NO. 15: With regard to the new treatment facility for the Irvine system, state whether the Kentucky Division of Water has issued a notice of violations concerning the operation of this plant. If so, provide a copy of each notice of violation and all correspondence with the Division of Water regarding the notice of violation.

(Note that this request does not seek information concerning the former wastewater treatment facility of the Irvine system).

RESPONSE: The Irvine facility has received three (3) violation since it was brought online in February, 2012. Copies of those violations are attached hereto as Request No. 15. The violations were caused by operator error relating to operation of a new plant, and operator oversight.


REQUEST NO. 16: State the date by which Estill No. 1 expects to file its 2013 Annual Report.

RESPONSE: The Estill County Water District No. 1 is not certain at this time when its 2013 Annual Report will be filed.

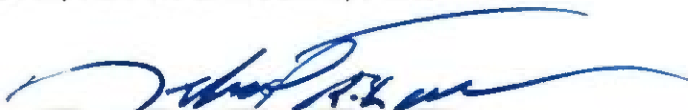
Certificate

The undersigned, for and on behalf of the City of Irvine Utility Commission state that I have examined the Responses to Requests NO. 5, 6, 8, 10, 12, 13, 14, and 15 above and to the best of my knowledge, information, and belief, formed after reasonable inquiry, certify that the information provided in those Responses is true and accurate.

City of Irvine Utility Commission

By: 
Title: Operations Manager

SWORD, FLOYD & MOODY, PLLC

By 
Michael R. Eaves
Counsel for Irvine Municipal Utilities

ADDRESS: 218 West Main Street
P.O. Box 300
Richmond, Kentucky 40476-0300
Telephone: 859-623-3728
Email: eaves@sfmky.com

Certificate

The undersigned, for an on behalf of the Estill County Water District No. 1 City of Irvine Utility Commission state that I have examined the Responses to Requests NO. 3, 4, 7, 9, and 11 above and to the best of my knowledge, information, and belief, formed after reasonable inquiry, certify that the information provided in those Responses is true and accurate.

Estill County Water District NO. 1

By: _____

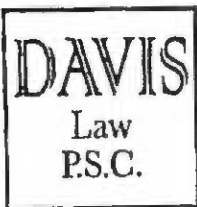
Title: _____

By: _____

Larry R. Anderson
Counsel for Estill County Water District No. 1

ADDRESS: 4115 Woodmont Park Lane
Louisville, KY 40245
Email: dessiea1@att.net

Request No. 1 & 2



January 5, 2015

Hon. Michael R. Eaves
Sword, Floyd & Moody, PLLC
218 W. Main Street
Richmond, Kentucky 40475

**RE: City of Irvine IMU
Public Service Commission
Case No. 2014-00425**

LAW OFFICES OF:

RODNEY GARRETT DAVIS*
JOAN DEATON GREFER
JENNIE Y. HAYMOND*
JESSICA R. ROBERTS

OF COUNSEL
S. MARK MATTHEWS*
SARA R. ELROD*

230 N. SECOND STREET
P.O. BOX 1060
RICHMOND, KY 40476
859-624-3380
859-623-7333
859-624-0912 (FAX)

200 MAIN STREET
P.O. BOX 150
IRVINE, KY 40336
606-726-9991
606-726-9772 (FAX)

WEST SHELL OFFICE PARK
8050 HOSBROOK ROAD, SUITE 111
CINCINNATI, OH 45236
513-351-1525
888-624-0912 (FAX)

www.davislawky.com
FED ID # 61-1337953

* Licensed in KY & OH
* Licensed in KY, OH & IN

Dear Mr. Eaves:

I am in receipt of your request that I respond to the "request for information" from the Public Service Commission in my capacity as the attorney for the City of Irvine. Specifically, you have asked that I respond to request Nos. 1 & 2.

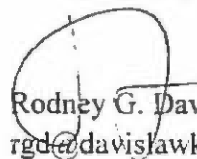
1. The City of Irvine is a City of the Fourth Class pursuant to KRS 81.010. Pursuant to KRS 81.010(4) the City of Irvine, located in Estill County, is designated a Fourth Class City. This has not changed during my time as City Attorney over the last twelve years.

2. Pursuant to the newly enacted KRS 81.005(1)(b) the City of Irvine will be considered a "home rule class" city. The City of Irvine by Chapter 30 of its Code of Ordinances adopted the Mayor-Council form of government. (Copy of Attached). It is my opinion that the Mayor-Council form of government will qualify the City of Irvine as a home rule city.

I hope this letter is a sufficient response to the request for information. If it is not sufficient please do not hesitate to contact me.

Sincerely,

DAVIS LAW, P.S.C.


Rodney G. Davis
rgd@davislawky.com

CHAPTER 30: MAYOR-COUNCIL PLAN

Section

- 30.01 Form of government
- 30.02 Governing officers

§ 30.01 FORM OF GOVERNMENT.

The form of government provided for this city shall be known as the "Mayor-Council Plan."

(KRS 83A.130(1)) (1996 Code, § 30.01)

§ 30.02 GOVERNING OFFICERS.

(A) The city shall be governed by an elected executive who shall be called Mayor and by an elected legislative body which shall be called the City Council, and by other officers and employees as are provided for by statute or city ordinance.

(KRS 83A.130(2))

(B) The City Council shall be composed of six members.

(KRS 83A.030(1))

(1996 Code, § 30.02)

81.010 Classification of cities.

Cities are classified as follows:

- (1) First class:
 - Louisville, Jefferson County
- (2) Second class:
 - Ashland, Boyd County
 - Bowling Green, Warren County
 - Covington, Kenton County
 - Frankfort, Franklin County
 - Henderson, Henderson County
 - Hopkinsville, Christian County
 - Jeffersontown, Jefferson County
 - Lexington, Fayette County
 - Newport, Campbell County
 - Owensboro, Daviess County
 - Paducah, McCracken County
 - Radcliff, Hardin County
 - Richmond, Madison County
- (3) Third class:
 - Campbellsville, Taylor County
 - Danville, Boyle County
 - Erlanger, Kenton County
 - Flatwoods, Greenup County
 - Florence, Boone County
 - Glasgow, Barren County
 - Hazard, Perry County
 - Independence, Kenton County
 - Mayfield, Graves County
 - Maysville, Mason County
 - Middlesboro, Bell County
 - Murray, Calloway County
 - Nicholasville, Jessamine County
 - Paris, Bourbon County
 - Prospect, Jefferson County
 - Shively, Jefferson County
 - Somerset, Pulaski County
 - Winchester, Clark County
- (4) Fourth class:
 - Albany, Clinton County



Alexandria, Campbell County
Anchorage, Jefferson County
Augusta, Bracken County
Barbourville, Knox County
Bardstown, Nelson County
Beaver Dam, Ohio County
Bellevue, Campbell County
Benton, Marshall County
Berea, Madison County
Burnside, Pulaski County
Cadiz, Trigg County
Calvert City, Marshall County
Carlisle, Nicholas County
Carrollton, Carroll County
Catlettsburg, Boyd County
Cave City, Barren County
Central City, Muhlenberg County
Columbia, Adair County
Corbin, Whitley and Knox Counties
Crescent Springs, Kenton County
Crestview Hills, Kenton County
Cumberland, Harlan County
Cynthiana, Harrison County
Dawson Springs, Hopkins County
Dayton, Campbell County
Douglass Hills, Jefferson County
Earlington, Hopkins County
Edgewood, Kenton County
Eddyville, Logan County
Elizabethtown, Hardin County
Elkhorn City, Pike County
Elkton, Todd County
Elsmere, Kenton County
Eminence, Henry County
Falmouth, Pendleton County
Flemingsburg, Fleming County
Fort Mitchell, Kenton County
Fort Thomas, Campbell County
Fort Wright, Kenton County
Franklin, Simpson County

Fulton, Fulton County
Georgetown, Scott County
Graymoor/Devondale, Jefferson County
Grayson, Carter County
Greensburg, Green County
Greenville, Muhlenberg County
Guthrie, Todd County
Harlan, Harlan County
Harrodsburg, Mercer County
Hickman, Fulton County
Highland Heights, Campbell County
Hillview, Bullitt County
Hodgenville, Larue County
Horse Cave, Hart County
Hurstbourne, Jefferson County
Hurstbourne Acres, Jefferson County
Indian Hills, Jefferson County
Irvine, Estill County
Jackson, Breathitt County
Jenkins, Letcher County
Junction City, Boyle County
LaGrange, Oldham County
Lancaster, Garrard County
Lawrenceburg, Anderson County
Lebanon, Marion County
Leitchfield, Grayson County
London, Laurel County
Ludlow, Kenton County
Lyndon, Jefferson County
Madisonville, Hopkins County
Manchester, Clay County
Marion, Crittenden County
Martin, Floyd County
Middletown, Jefferson County
Midway, Woodford County
Monticello, Wayne County
Morehead, Rowan County
Morganfield, Union County
Mount Sterling, Montgomery County
Mount Washington, Bullitt County

Oak Grove, Christian County
Olive Hill, Carter County
Owingsville, Bath County
Paintsville, Johnson County
Park Hills, Kenton County
Pikeville, Pike County
Pineville, Bell County
Pioneer Village, Bullitt County
Prestonsburg, Floyd County
Princeton, Caldwell County
Providence, Webster County
Russell, Greenup County
Russellville, Logan County
Saint Regis Park, Jefferson County
Salyersville, Magoffin County
Scottsville, Allen County
Shelbyville, Shelby County
Shepherdsville, Bullitt County
Southgate, Campbell County
Springfield, Washington County
St. Matthews, Jefferson County
Stanford, Lincoln County
Stanton, Powell County
Sturgis, Union County
Taylor Mill, Kenton County
Taylorsville, Spencer County
Union, Boone County
Vanceburg, Lewis County
Versailles, Woodford County
Villa Hills, Kenton County
Vine Grove, Hardin County
Warsaw, Gallatin County
West Liberty, Morgan County
Whitesburg, Letcher County
Williamsburg, Whitley County
Wilmore, Jessamine County

(5) Fifth class:

Adairville, Logan County
Auburn, Logan County
Audubon Park, Jefferson County

Barbourmeade, Jefferson County
Bardwell, Carlisle County
Beattyville, Lee County
Beechwood Village, Jefferson County
Benham, Harlan County
Bloomfield, Nelson County
Brandenburg, Meade County
Brodhead, Rockcastle County
Bromley, Kenton County
Brooksville, Bracken County
Brownsville, Edmonson County
Burgin, Mercer County
Burkesville, Cumberland County
Butler, Pendleton County
Calhoun, McLean County
Camargo, Montgomery County
Campbellsville, Henry County
Clay, Webster County
Clay City, Powell County
Clinton, Hickman County
Cloverport, Breckinridge County
Cold Spring, Campbell County
Columbus, Hickman County
Corydon, Henderson County
Crestwood, Oldham County
Crittenden, Grant County
Crofton, Christian County
Devondale, Jefferson County
Drakesboro, Muhlenberg County
Dry Ridge, Grant County
Edmonson, Metcalfe County
Evarts, Harlan County
Ferguson, Fulaski County
Fleming-Neon, Letcher County
Fredonia, Caldwell County
Goshen, Oldham County
Grand River, Livingston County
Greenup, Greenup County
Hardin, Marshall County
Hardinsburg, Breckinridge County

Hartford, Ohio County
Hawesville, Hancock County
Hebron Estates, Bullitt County
Hindman, Knott County
Hollow Creek, Jefferson County
Hustonville, Lincoln County
Indian Hills-Cherokee, Jefferson County
Irvington, Breckinridge County
Jamestown, Russell County
Jeffersonville, Montgomery County
Kuttawa, Lyon County
La Center, Ballard County
Lakeside Park, Kenton County
Lebanon Junction, Bullitt County
Lewisburg, Logan County
Lewisport, Hancock County
Liberty, Casey County
Livermore, McLean County
Louisa, Lawrence County
Loyall, Harlan County
Lynch, Harlan County
Lynnview, Jefferson County
McKee, Jackson County
Meadowdale, Jefferson County
Millersburg, Bourbon County
Minor Lane Heights, Jefferson County
Morgantown, Butler County
Morton's Gap, Hopkins County
Mt. Olivet, Robertson County
Mt. Vernon, Rockcastle County
Muldraugh, Meade County
Munfordville, Hart County
New Castle, Henry County
North Middletown, Bourbon County
Northfield, Jefferson County
Nortonville, Hopkins County
Orchard Grass Hills, Oldham County
Owenton, Owen County
Park City, Barren County
Pembroke, Christian County

Perryville, Boyle County
Pewee Valley, Oldham County
Plantation, Jefferson County
Powderly, Muhlenberg County
Raceland, Greenup County
Ravenna, Estill County
Rolling Hills, Jefferson County
Russell Springs, Russell County
Ryland Heights, Kenton County
Sadieville, Scott County
Sandy Hook, Elliott County
Seoree, Webster County
Silver Grove, Campbell County
Simpsonville, Shelby County
Smiths Grove, Warren County
South Shore, Greenup County
Tompkinsville, Monroe County
Uniontown, Union County
Van Lear, Johnson County
Walton, Boone County
Washington, Mason County
Watterson Park, Jefferson County
West Buechel, Jefferson County
West Point, Hardin County
White Plains, Hopkins County
Wickliffe, Ballard County
Wilder, Campbell County
Williamstown, Grant County
Windy Hills, Jefferson County
Woodlawn Park, Jefferson County
Worthington, Greenup County
Wurtland, Greenup County

- (6) All other incorporated cities belong to the sixth class.

Effective: June 25, 2013

History: Amended 2013 Ky. Acts ch. 54, sec. 1, effective June 25, 2013; and ch. 91, secs. 1, 2, 3, and 4, effective June 25, 2013. -- Amended 2012 Ky. Acts ch. 9, sec. 1, effective July 12, 2012. -- Amended 2011 Ky. Acts ch. 14, sec. 1, effective June 8, 2011; ch. 49, secs. 1, 2, and 3, effective June 8, 2011; and ch. 85, secs. 1, 2, 3, and 4, effective June 8, 2011. -- Amended 2010 Ky. Acts ch. 13, sec. 1, effective July 15, 2010. -- Amended 2008 Ky. Acts ch. 12, sec. 1, effective July 15, 2008; and ch. 115, sec. 1, effective July 15, 2008. -- Amended 2007 Ky. Acts ch. 93, sec. 1, effective June 26, 2007. -- Amended 2006 Ky. Acts ch. 100, sec. 1, effective March 30, 2006. -- Amended 2005 Ky. Acts ch. 8, sec.

1, effective June 20, 2005; ch. 42, secs. 1 and 2, effective June 20, 2005; and ch. 77, sec. 1, effective June 20, 2005. -- Amended 2003 Ky. Acts ch. 34, sec. 1, effective June 24, 2003. -- Amended 2002 Ky. Acts ch. 22, sec. 1, effective July 15, 2002; and ch. 84, sec. 1, effective July 15, 2002. -- Amended 2001 Ky. Acts ch. 111, sec. 1, effective June 21, 2001; ch. 152, sec. 1, effective June 21, 2001; and ch. 157, sec. 1, effective June 21, 2001. -- Amended 2000 Ky. Acts ch. 24, sec. 1, effective July 14, 2000; ch. 36, sec. 1, effective July 14, 2000; ch. 119, sec. 1, effective July 14, 2000; ch. 159, sec. 1, effective July 14, 2000; ch. 175, sec. 1, effective July 14, 2000; ch. 181, sec. 1, effective July 14, 2000; ch. 231, sec. 1 and 2, effective July 14, 2000; ch. 272, sec. 1, effective July 14, 2000; and ch. 531, secs. 1, 2, and 3, effective July 14, 2000. -- Amended 1998 Ky. Acts ch. 5, sec. 1, effective July 15, 1998; and ch. 354, sec. 1, effective July 15, 1998. -- Amended 1996 Ky. Acts ch. 76, sec. 1, effective July 15, 1996. -- Amended 1994 Ky. Acts ch. 29, sec. 1, effective July 15, 1994; and ch. 273, sec. 1, effective July 15, 1994. -- Amended 1992 Ky. Acts ch. 4, sec. 1, effective July 14, 1992; ch. 74, sec. 1, effective July 14, 1992; ch. 205, sec. 1, effective July 14, 1992; and ch. 435, sec. 13, effective July 14, 1992. -- Amended 1990 Ky. Acts ch. 13, sec. 1, effective July 13, 1990; ch. 230, sec. 1, effective July 13, 1990; ch. 298, sec. 1, effective July 13, 1990; and ch. 313, sec. 1, effective July 13, 1990. -- Amended 1986 Ky. Acts ch. 138, sec. 1, effective July 15, 1986; ch. 227, sec. 1, effective July 15, 1986; ch. 275, sec. 1, effective July 15, 1986; and ch. 411, secs. 1 and 2, effective July 15, 1986. -- Amended 1984 Ky. Acts ch. 10, sec. 1, effective July 13, 1984; ch. 33, sec. 1, effective July 13, 1984; ch. 34, sec. 1, effective July 13, 1984; ch. 111, sec. 50, effective July 13, 1984; ch. 219, sec. 1, effective July 13, 1984; ch. 249, sec. 1, effective July 13, 1984; ch. 259, secs. 1 and 2, effective July 13, 1984; ch. 273, secs. 1 and 2, effective July 13, 1984; and ch. 416, sec. 21, effective July 13, 1984. -- Amended 1982 Ky. Acts ch. 60, sec. 1, effective July 15, 1982; ch. 62, sec. 1, effective July 15, 1982; ch. 66, sec. 1, effective July 15, 1982; ch. 134, sec. 1, effective July 15, 1982; ch. 143, sec. 1, effective July 15, 1982; and ch. 452, sec. 1, effective July 15, 1982. -- Amended 1980 Ky. Acts ch. 195, sec. 1, effective July 15, 1980; ch. 272, sec. 1, effective July 15, 1980; ch. 274, sec. 1, effective July 15, 1980; ch. 281, sec. 1, effective July 15, 1980; and ch. 389, sec. 1, effective July 15, 1980. -- Amended 1978 Ky. Acts ch. 64, sec. 1, effective June 17, 1978; ch. 73, sec. 1, effective June 17, 1978; ch. 89, sec. 1, effective June 17, 1978; ch. 191, sec. 1, effective June 17, 1978; ch. 252, sec. 1, effective June 17, 1978; ch. 319, sec. 1, effective June 17, 1978; ch. 353, sec. 1, effective June 17, 1978; ch. 377, sec. 1, effective June 17, 1978; ch. 395, sec. 1, effective June 17, 1978; and ch. 397, sec. 1, effective June 17, 1978. -- Amended 1976 Ky. Acts ch. 26, sec. 1; ch. 40, sec. 1; ch. 131, sec. 1; ch. 134, sec. 1; ch. 325, sec. 1; and ch. 370, sec. 1. -- Amended 1974 Ky. Acts ch. 91, sec. 1; ch. 102, sec. 1; ch. 129, sec. 1; ch. 171, sec. 1; ch. 197, sec. 1; ch. 235, sec. 1; ch. 234, sec. 1; ch. 240, sec. 1; and ch. 344, secs. 1 and 2. -- Amended 1972 Ky. Acts ch. 7, sec. 1; ch. 10, sec. 1; ch. 68, sec. 1; ch. 69, sec. 1; ch. 107, sec. 1; and ch. 350, sec. 1. -- Amended 1970 Ky. Acts ch. 31, sec. 1; ch. 52, sec. 1; ch. 107, sec. 1; ch. 113, sec. 1; ch. 144, sec. 1; ch. 187, sec. 1; ch. 255, sec. 1; and ch. 253, sec. 1. -- Amended 1968 Ky. Acts ch. 5, sec. 1; ch. 6, sec. 1; ch. 7, sec. 1; ch. 9, sec. 1; ch. 16, sec. 1; ch. 20, sec. 1; ch. 57, sec. 1; ch. 69, sec. 1; and ch. 111, sec. 1. -- Amended 1966 Ky. Acts ch. 14, sec. 1; ch. 54, sec. 1; ch. 56, sec. 1; ch. 57, sec. 1; ch. 58, sec. 1; ch. 65, sec. 1; ch. 86, sec. 1; ch. 98, sec. 1; ch. 101, sec. 1; ch. 141, sec. 1; ch. 169, sec. 1; ch. 186, sec. 1; ch. 197, sec. 1; and ch. 206, sec. 1. -- Amended 1964 Ky. Acts ch. 1, sec. 1; ch. 3, sec. 1; ch. 29, sec. 1; ch. 39, sec. 1; ch. 44, sec. 1; ch. 52, sec. 1; ch. 54, sec. 1; ch. 62, sec. 1; ch. 64, sec. 1; ch. 94, sec. 1; and ch. 198, sec. 1. -- Amended 1962 Ky. Acts ch. 4, sec. 1; ch. 77, sec. 1; ch. 128, sec. 1; ch. 192, sec. 1; and ch. 287, sec. 1. -- Amended 1960 Ky. Acts ch. 30, sec. 1; and ch. 31, sec. 1. -- Amended 1958 Ky. Acts ch. 14, sec. 1; ch. 16, sec. 1; ch. 19, sec. 1; and ch. 31, sec. 1; ch. 32, sec. 1; ch. 79, sec. 1; ch. 84, sec. 1; and

ch. 91, sec. 1. -- Amended 1956 Ky. Acts ch. 6, sec. 1; ch. 7, sec. 1; ch. 40, sec. 1; ch. 42, sec. 1; ch. 70, sec. 1; ch. 92, sec. 1; ch. 111, sec. 1; and ch. 127, sec. 1. -- Amended 1954 Ky. Acts ch. 6, sec. 1; ch. 19, sec. 1; ch. 70, sec. 1; ch. 72, sec. 1; ch. 127, sec. 1; ch. 184, sec. 1; and ch. 228, sec. 1. -- Amended 1952 Ky. Acts ch. 10, sec. 1; ch. 39, sec. 1; ch. 66, sec. 1; ch. 81, sec. 1; ch. 95, sec. 1; ch. 102, sec. 1; ch. 108, sec. 1; ch. 205, sec. 1; ch. 217, sec. 1; and ch. 229, sec. 1. -- Amended 1950 Ky. Acts ch. 14, sec. 1; ch. 19, sec. 1; ch. 37, sec. 1; ch. 40, sec. 1; ch. 46, sec. 1; ch. 49, sec. 1; ch. 61, sec. 1; ch. 80, sec. 1; ch. 82, sec. 1; ch. 83, sec. 1; ch. 84, sec. 1; ch. 100, sec. 1; ch. 114, sec. 1; ch. 116, sec. 1; ch. 135, sec. 1; ch. 136, sec. 1; ch. 144, sec. 1; ch. 148, sec. 1; and ch. 149, sec. 1. -- Amended 1948 Ky. Acts ch. 13, sec. 1; and ch. 215, sec. 1. -- Amended 1946 Ky. Acts ch. 9, sec. 1; and ch. 42, sec. 1. -- Amended 1944 Ky. Acts ch. 57, sec. 1; and ch. 116, sec. 1. -- Amended 1942 Ky. Acts ch. 177, sec. 1. -- Recodified 1942 Ky. Acts ch. 208, sec. 1, effective October 1, 1942, from Ky. Stat. sec. 2740, 2741.

Legislative Research Commission Note (7/14/92); revised 7/15/94, 7/15/96, 7/15/98, 7/14/2000, 6/21/2001, 7/15/2002, 6/24/2003, 6/20/2005, 3/30/2006, 6/26/2007, 7/15/2008, 7/15/2010, 6/8/2011, 7/12/2012, and 6/25/2013). Pursuant to 1990 Ky. Acts ch. 425, sec. 5, the Reviser of Statutes has modified the text of this statute to reflect reclassifications enacted by the General Assembly in 1992 Ky. Acts ch. 4, sec. 1; ch. 74, sec. 1; ch. 205, sec. 1; and ch. 435, sec. 13; in 1994 Ky. Acts ch. 29, sec. 1; and ch. 273, sec. 1; in 1996 Ky. Acts, ch. 24, sec. 1; in 1998 Ky. Acts ch. 5, sec. 1; and ch. 354, sec. 1; in 2000 Ky. Acts ch. 24, sec. 1; ch. 36, sec. 1; ch. 119, sec. 1; ch. 159, sec. 1; ch. 175, sec. 1; ch. 181, sec. 1; ch. 231, secs. 1 and 2; ch. 272, sec. 1; and ch. 531, secs. 1, 2, and 3; in 2001 Ky. Acts ch. 111, sec. 1; ch. 152, sec. 1; and ch. 157, sec. 1; in 2002 Ky. Acts ch. 22, sec. 1; and ch. 84, sec. 1; in 2003 Ky. Acts ch. 94, sec. 1; in 2005 Ky. Acts ch. 8, sec. 1; ch. 42, secs. 1 and 2; and ch. 77, sec. 1; in 2006 Ky. Acts ch. 100, sec. 1; in 2007 Ky. Acts ch. 98, sec. 1; in 2008 Ky. Acts ch. 72, sec. 1; and ch. 115, sec. 1; in 2010 Ky. Acts ch. 131, sec. 1; in 2011 Ky. Acts ch. 4, sec. 1; ch. 49, secs. 1, 2, and 3; and ch. 89, secs. 1, 2, 3, and 4; in 2012 Ky. Acts ch. 9, sec. 1; and in 2013 Ky. Acts ch. 54, sec. 1.

Request No. 8



OCT 30 2014

OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT

Steven L. Beshear
Governor

1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone (502) 573-2382
Fax (502) 573-2939
Toll Free (800) 346-5606
www.dlg.ky.gov

Tony Wilder
Commissioner

October 28, 2014

The Honorable Ernest L. Farmer
Mayor, City of Irvine
101 Chestnut Street
Irvine, Kentucky 40336

The Honorable Wallace C. Taylor
Estill County Judge/Executive
130 Main Street, Room 101
Irvine, Kentucky 40336

RE: Irvinc/Estill County Wastewater System Improvements and Extensions Project
Community Development Block Grant (CDBG) 07-034

Dear Sirs:

We wish to compliment you on all your efforts to reach agreement and move the above referenced project toward a successful completion. A copy of the September 15, 2014, agreement by and between Estill County Water District #1 (the District), Estill County Fiscal Court, Irvine Municipal Utilities (IMU) and the city of Irvine was provided to this office. The agreement sets forth the specifics for the conveyance of the District's wastewater to IMU's newly constructed wastewater treatment plant. The actions to accomplish the transfer were to take place on October 20, 2014. The transfer will fulfill the purpose of the CDBG funding as set forth in the Grant Agreement of October 2, 2008.

We encourage you to complete the final documents that will allow full closeout. Our records indicate there are 4 final steps in the closeout process to be completed:

1. A letter from Bee Williams, IMU Manager, stating the **physical** transfer planned for October 20 has occurred. Perhaps this letter or an attachment could verify the Public Service Commission approved the transfer if required.
2. A revision and update of the Program Completion Report (PCR) from Bluegrass Area Development District. David Duttlinger has stated he will be willing to provide assistance.

The Honorable Ernest L. Farner

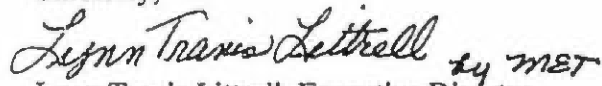
October 28, 2013

Page 2

3. A statement from the city regarding whether they expended more or less than \$500,000 of federal funding in Fiscal 2010. CDBG funds in the amount of \$420,411 were drawn but we were advised there may have been other activities that involved federal funds. This statement can be provided via a form in the revised Program Completion Report. If more than \$500,000 was expended, A-133 requirements must be added to the audit work already done and submitted.

Once the 3 steps are taken and approved, we will be able to approve the PCR clearing any concerns we had about the project and issue a legally binding **Final Closeout** document. The city of Irvine and Estill County will have their eligibility to apply for other CDBG projects restored as soon as this Final Closeout document is signed. Please contact Marilyn Eaton-Thomas at 502/573-2382, ext. 233, should you have questions.

Sincerely,

Handwritten signature of Lynn Travis Littrell in cursive, with the initials "LTL" written at the end.

Lynn Travis Littrell, Executive Director
Office of Federal Grants

c: David Duttlinger, BGADD
Bob Casher, BGADD

Request No. 12

THE CITIZEN VOICE & TIMES

Proudly serving Irvine, Ravenna and Estill County since 1973

50¢

County amends agreement, sends back to IMU

By LISA BICKNELL
CV&T News Editor

Two weeks ago, officials at IMU indicated at the Irvine City Council meeting that an agreement was about to be reached with Estill County Water District No. 1. The agreement was that IMU would provide sewer service to county customers included in the Wisemantown/Dark Hollow area sewer extension project.

But officials at ECWD still

had reservations about signing the agreement. They wanted clarification on a couple of clauses in the proposed settlement.

County water officials said in a meeting last Wednesday morning that they wanted a clause stating that IMU will "stand in our shoes for any and all liabilities," if they assume the revenue of 460-plus customers that were previously the county's.

Another concern was that ECWD would be cut out of rate negotiations

with the state, including the Public Service Commissioner.

"I don't know that you want to give up your rates," said Larry Anderson, a Louisville lawyer advising ECWD. "The PSC makes sure rates are fair."

There were questions raised about the 13 percent of revenue lost if IMU takes on the 460 customers. ECWD said that revenue helps pay the salaries of some of their employees.

One Jan. 29, 2014, IMU originally

filed the complaint against Estill County District No. 1, stating that the county would not hook on to the new sewer treatment plant that was completed in February 2012.

The merger began several years ago as part of a Regional Facilities Plan to improve and upgrade IMU's sewage treatment plant and phase out the county's.

Implementation of the plan was to result in state fines being

See AGREEMENT A2

County fire department receives grant

Judge says 'things are getting better'

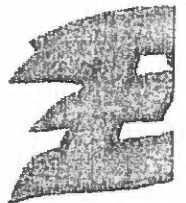
tained breathing apparatuses, and a new compressor to fill new cylinders.

He summarized the nu-

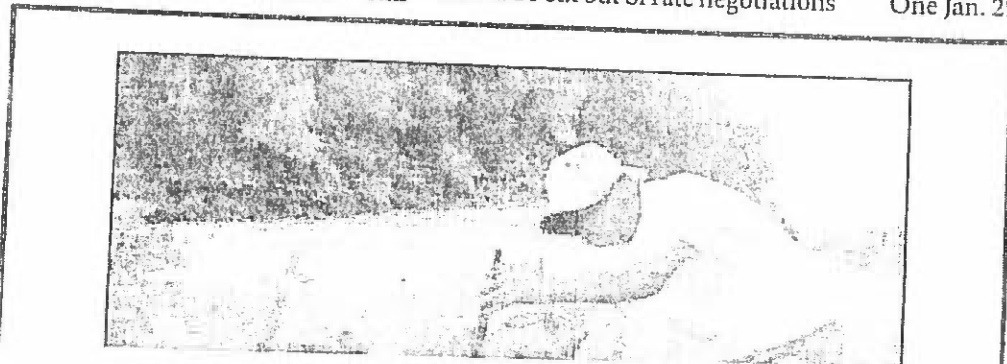
Inside:



Church News



Back to School



AGREEMENT

Continued from A1

dropped because of raw sewage that runs in the ditch in some areas and for the old sewer plant running over-capacity.

The county had refused to hook to the new facility, stating that to do so would result in rates that many county customers could not afford to pay.

IMU on the other hand, says the refusal of ECWD to connect to the new treatment plant caused rates to go up for their customers.

In a press release from early February of this year, according to ECWD calculations, sewer rates-not including water-would increase from an average of \$26 a month to around \$71 per month for county customers, which ECWD said is not a realistic rate for customers to pay.

IMU customers were paying about \$31 to \$37 per month on average.

Under the agreement

proposed last week, IMU said county customer's rates would be about the same as those in the city, or about an average of thirty-something dollars.

Bill Beard, ECWD treasurer, expressed concern about rate increases, saying if residents can't pay their sewer bills, their water could be cut off too.

ECWD agreed to read the new settlement agreement carefully and meet again Monday with further questions.

Over the weekend, District Attorney Larry Anderson prepared a memorandum to the district with suggested changes to the agreement.

The ECWD discussed the memorandum and made some changes to the agreement before signing it and handing it back over to IMU.

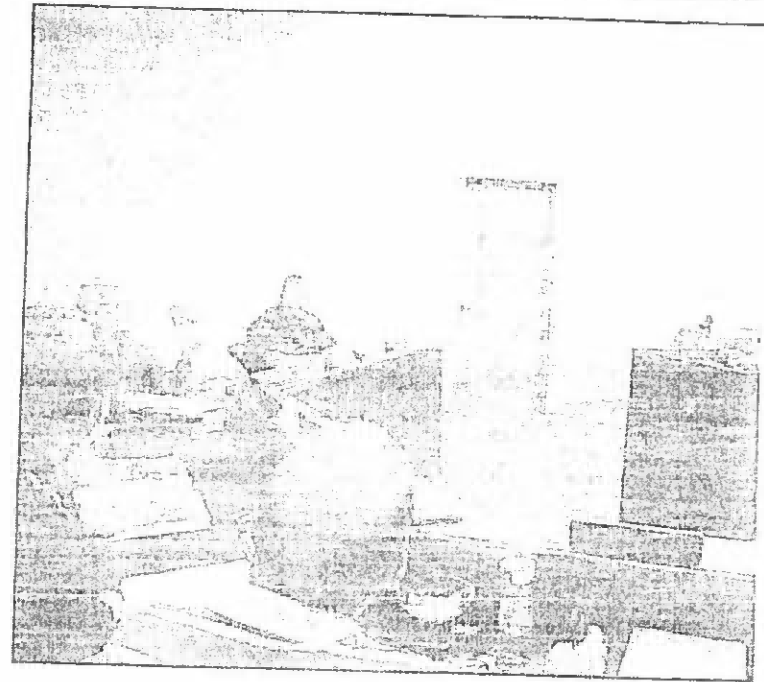
The most significant of those changes is the sewer

project will be a two-rate system, with city rates and out of city rates "the same on both sides of the river." All rate increases will be "across the board" as well.

Estill County Judge-Executive Wallace Taylor, who attended a second meeting on Monday, said "big money is on the table" with the deadline for filing for some of the grant money for the sewer extension project being August 1.

He said he has received verbal commitments for grants from the Appalachian Regional Commission, the United States Department of Agriculture and other entities for an estimated 75-80 percent of the project.

If an agreement is not reached, the county faces some stiff penalties, which Taylor said he has been assured will be dropped if agreement is reached and the sewer extension project moves forward.



Argene Benton, at podium, addressed the Irvine City Council about a property near h mowing. PH

Preparedness Sur

CSEPP asks residents to take online Survey

This week many of you have or will receive a letter from our office asking you to participate in an online survey. If you receive this letter you were randomly selected and participation is greatly appreciated. The survey is short and will only take about 10 minutes to complete. If you prefer or do not have internet access there is also a toll-free number you can call to participate.

The purpose of this survey is to see how

The Estill County Emergency Management Agency (EMA)/pile Emergency Preparedness (CSEPP) would like to thank you for participating in a Preparedness Survey. This survey will help us strengthen and protect our community.

For more information please contact the Estill County EMA/CSEPP.

COUNTY FIRE

Continued from A1

bid on the condition that it meets CSEPP specifications.

of the grant monies for the Wisemantown sewer extension project have to be approved.

The Sheriff's Office Tax Settlement was approved, as well as the transport billing

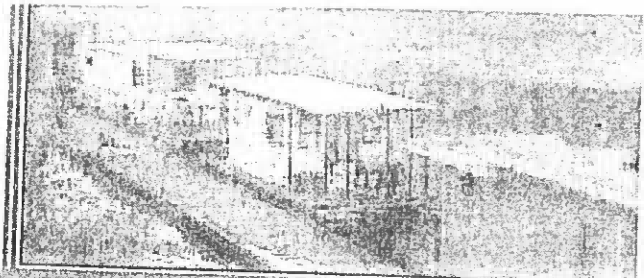
NEWS

Proudly serving Irvine, Ravenna and Estill County since 1973

Copyright © 2014 Citizen Voice, Inc. Vol. 95 No. 6

www.cvt-news.com

16 pages, Thursday, February 6, 2014



IMU files complaint against Estill County Water District

By LISA BICKNELL
CV&T News Editor

On Jan. 29, 2014, the City of Irvine Utility Commission, or, Irvine Municipal Utilities, filed suit against the Estill County Water District No. 1 in

circuit court.

According to a press release issued by IMU, ECWD and IMU have been unable to reach an agreement about sewer rates since the new sewer treatment plant was completed in February 2012.

The statement also said that IMU has been making all the loan payments for the new treatment center since 2010.

IMU provides water and sewer service to residents of Irvine. The ECWD provides water and sewer

services to residents out in the county.

The complaint filed in court states that on or about June 6, 2007, the City of Irvine, the ECWD, the Fiscal Court, and IMU entered into a

See COMPLAINT A3

Life-long resident of Irvine remembers city in her glory days

By LISA BICKNELL
CV&T News Editor

Mildred, 91 now, was born on Jan. 21, 1923 at 298 Main Street, in the house



Inside:



Pastor Spotlight



Courthouse news • A8

COMPLAINT

Continued from A1

Memorandum of Agreement for a Regional Facilities Plan for wastewater collection and treatment.

The agreement spelled out recommendations for the RFP, including that the City of Irvine's existing wastewater treatment plant should be upgraded, expanded and designated as a regional wastewater treatment plant and that the ECWD's wastewater treatment plant would be abandoned.

It stated that the wastewater collection system of both the ECWD and the City of Irvine would be kept as separate infrastructure systems, but that infrastructure improvement projects would begin that would extend wastewater collection services to underserved areas of the county.

According to the suit, the agreement said that IMU would ultimately provide waste water treatment to the ECWD in the new facility.

A new wastewater treatment facility was completed after several years, but the suit states that ECWD has refused to connect its sewer system to the regional system as agreed, has said it won't pay the rate previously agreed to and has taken steps to repair its existing wastewater treatment plant that it had agreed to abandon.

The suit also states that the actions of ECWD will increase the cost to IMU customers, which they may not be able to absorb.

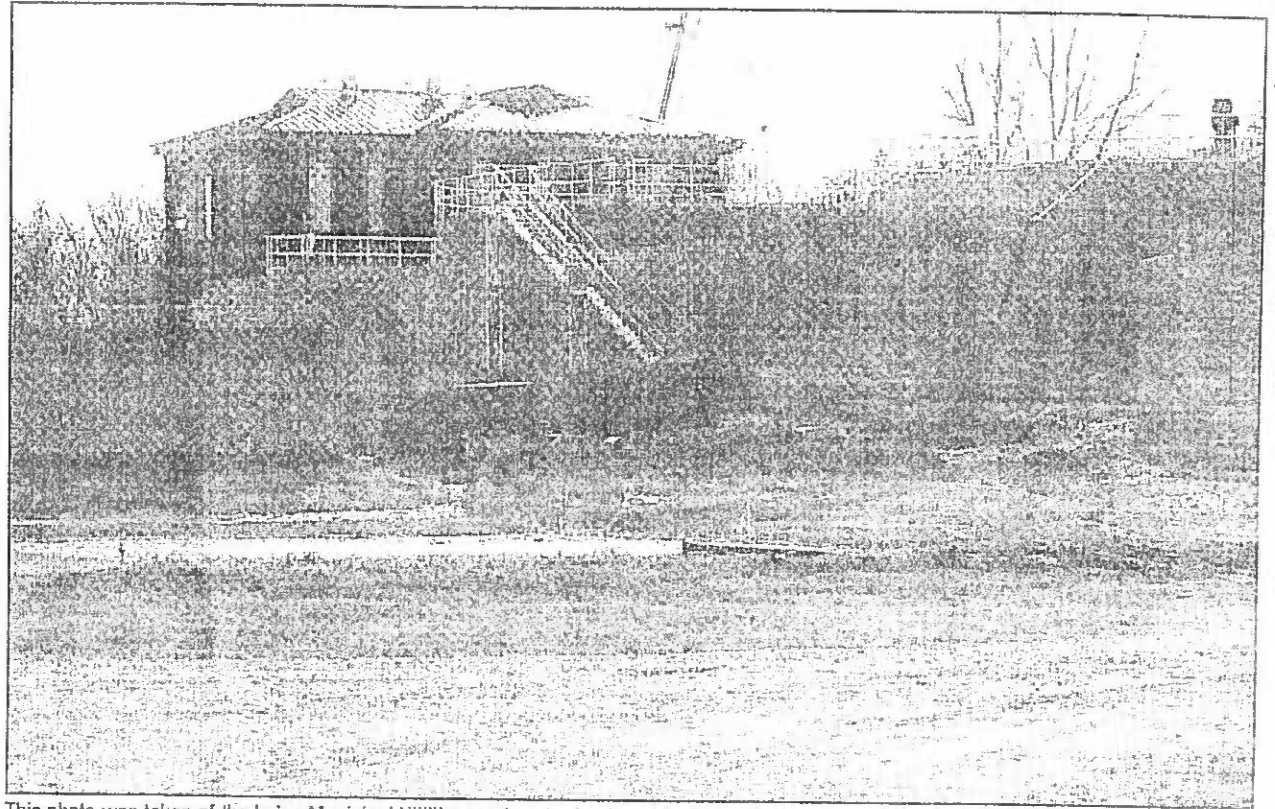
The lawsuit is to force ECWD to "hook on" to IMU's sewer treatment plant immediately and states that ECWD is contractually obligated to pay IMU the fees agreed to.

Estill County Judge-Executive Wallace Taylor said the merger between IMU and ECWD began about 11 years ago when the ECWD's treatment capacity was not meeting state and federal guidelines.

Taylor said the state was threatening to fine the ECWD as much as \$25,000 a day, but the purpose of the agreed-upon merger was to "put that off" as long as IMU and the ECWD were working toward the merger, or the Regional Facilities Plan.

The county was able to get commitments from various sources for grant money to build a waste treatment facility to serve both the city and the county in the amount of around nine million dollars, but when the bids came in for the project, the cost was estimated to be closer to thirteen million.

Taylor said the Wisemantown phase of the project had to be taken out of it, but "IMU committed to borrow for the differ-



This photo was taken of the Irvine Municipal Utilities wastewater treatment facility as it neared completion in Jan. 2012. (CV&T archives)

ence," around five million.

Despite their differences, the water divisions are mutually dependent on one another. IMU sells the ECWD their water but needs the county to connect to their sewer system to keep their costs down.

Agreeing on how much to charge is the problem.

"Somewhere along the way," said Taylor, "the rates didn't get negotiated out to the final penny."

He went on to say that the ECWD has been in negotiation with IMU and is trying to get the rate down so customers are not "adversely affected."

Billy "Bec" Williams, with IMU, said the Regional Facilities Plan was a "set of directions" approved by everybody, but ECWD has decided "they don't like the rate."

Williams said the IMU commission decided to press the

issue in court, in hopes that they can "help us sort it out." He said the new pump station is ready for ECWD to tie into.

The suit states that unless a written defense is made by ECWD or by an attorney on their behalf and filed in the clerk's office within 20 days, judgment by default may be taken against the district which would force ECWD to hook on to the regional treatment center and pay IMU fees to use it.

ECWD board members who were notified said they were not at liberty to comment on the situation.

Audrea Miller, office administrator at the Estill County Water District office, had no comment about the lawsuit which she says she hasn't seen, but she said, "I can tell you that we have been negotiating for a rate that we feel our customers can afford."

McConnell Secures Industrial Hemp Opportunities for Kentucky

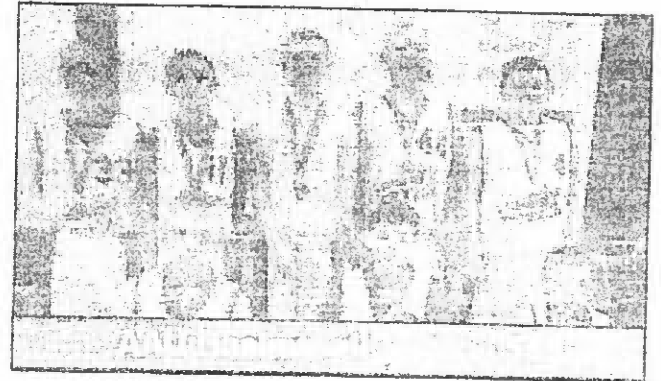
Barr Statement on Passage of the Farm Bill



Alzheimer's Awareness - Page 2



Canine For Cancer - Page 10



Alzheimer's - Page 2

The Estill Tribune 50¢

EstillTribune.Com

VOLUME 32, NUMBER 32

WEDNESDAY, FEBRUARY 5, 2014

IRVINE & RAVENNA, KENTUCKY 40336

16 PAGES

IMU sues Estill Water District for breaking agreement

The Estill County Water District (ECWD) is being sued by the City of Irvine Utility Commission dba Irvine Municipal Utilities (IMU).

The lawsuit was filed January 29 in Estill Circuit Court by attorneys Michael R. Hayes and Alicia A. Hull of the Richmond firm, Dwyer, Floyd, and Moody PLLC.

The lawsuit has been filed over an agreement between ECWD and IMU on collecting and treating wastewater.

It states that on June 6, 2007, the city of Irvine, ECWD, Estill Fiscal Court, and IMU entered into an agreement regarding a regional facilities plan for wastewater collection and treatment in Estill County.

Under the agreement,

the city of Irvine's existing wastewater treatment plant was to be upgraded, expanded, and designated as a Regional wastewater treatment plant. ECWD was to abandon their wastewater treatment plant.

The wastewater collection of both ECWD and Irvine were to be kept as separate infrastructure systems.

Certain infrastructure

improvements were to be made to extend wastewater collection services to certain unserved areas of Estill County.

Under the agreement, IMU would provide wastewater treatment to ECWD. Irvine also would take the lead in procuring public funds and grants to implement the regional facilities plan.

That agreement established how both parties would operate the regional facilities plan, designated a site for a new wastewater treatment plant, and discussed applicable sewer rates.

On August 27, 2009, ECWD and the city of Irvine entered in a sewer contract agreement. That agreement set forth additional terms including maintenance for the

sewer systems and the new wastewater treatment plant, payment terms for services to be provided by IMU to ECWD customers, and terms regarding the rate setting for those services.

The lawsuit states that IMU obtained funding and constructed the wastewater treatment plant, which is now ready to come "on line."

Continued on Page x

Child Is removed from home because of filthy conditions

Slippery When Icy

IMU sues Estill water district

Continued from Page 1

It adds that ECWD has refused to connect its wastewater collection system to the regional wastewater treatment plant as agreed and has said it will not pay the rate previously agreed to. ECWD has taken steps to repair its existing water system that are inconsistent with

abandoning it.

The lawsuit says that ECWD knows that IMU constructed a wastewater treatment plant in a size to accommodate the volumes of wastewater generated by both ECWD and IMU. It is much larger and more expensive than was necessary to accommodate the needs of IMU alone.

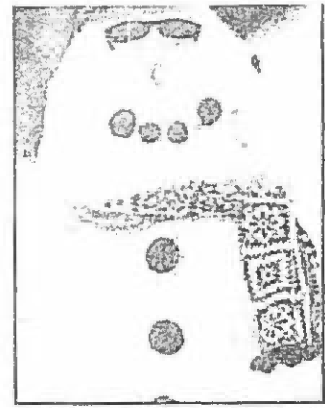
The acts of ECWD here and will increase the cost to IMU customers of operating and retiring the debt on the new wastewater plant constructed by IMU. These are costs that IMU and its customers may not be able to absorb.

The lawsuit states that ECWD's refusal to "hook on" to the regional wastewater treatment plant amounts to a breach between the two parties.

IMU is seeking a judg-

ment that ECWD "hook on" to the regional wastewater plant immediately, pay IMU the fees agreed upon, damages, costs and expenses, including reasonable attorney fees.

This lawsuit only presents IMU's side of the story. ECWD has been given 20 days to make a written defense.



Scarves look as good on people as well as on snowmen or snow women.

a gun in

B
T
by

1. Is t
iam in tl
Testame
2. Wh
widow l
land to f
er-in-lav
Lydia, J.
Jezebel
3. In J
Israelite

M
M.
book c
"N"
about
familie
T-
are \$15
Madal

Cobhill couple was arrested at local hospital for calling 911

A couple from Cob Hill were arrested January 30 at Marcum & Wallace Hospital after calling 911.

Irvine Sgt. Michael Gross said he was dispatched to the hospital Thursday around

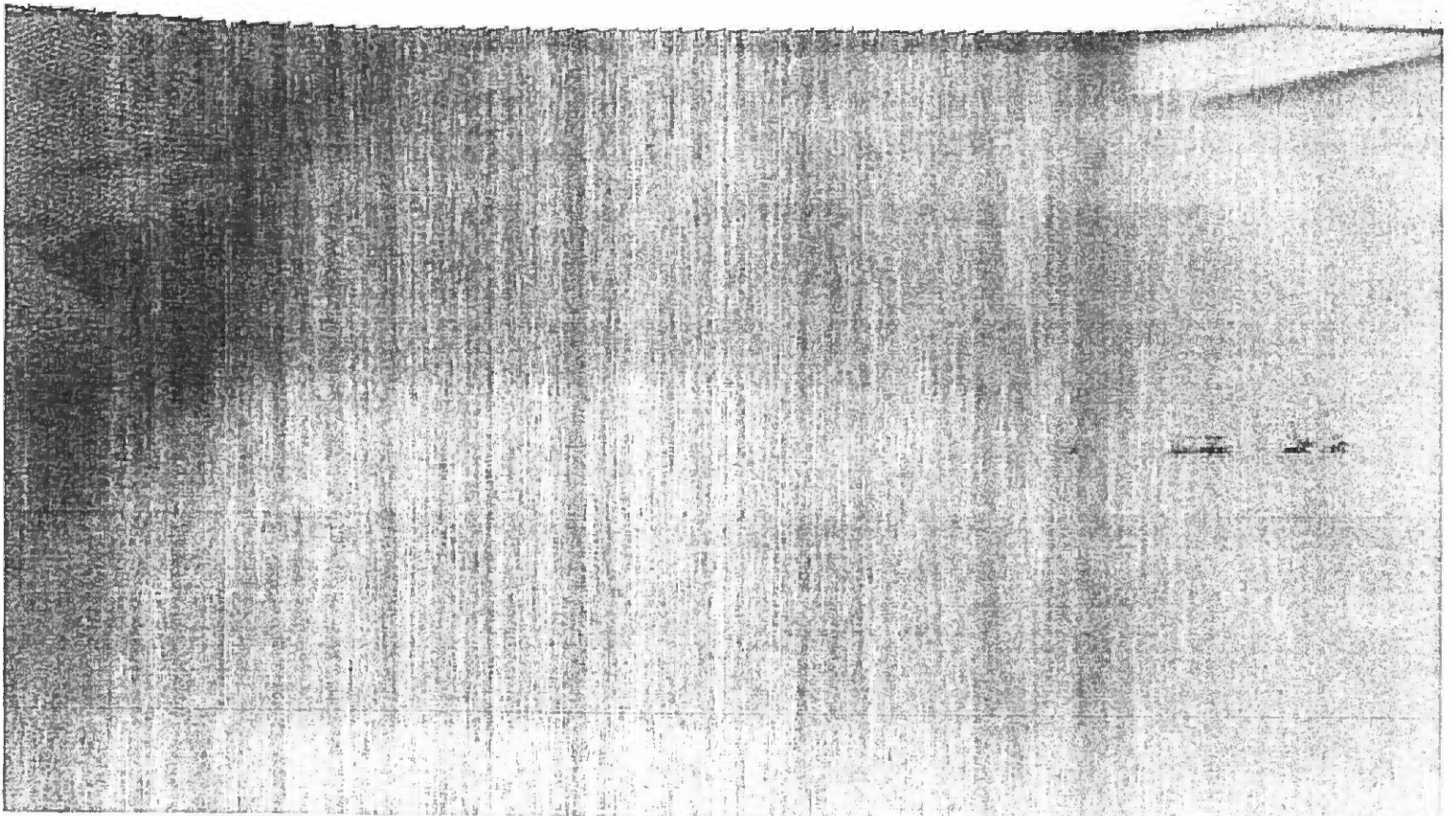
THE ILLUSTRATED BIBLE

*Behold, you are fair,
my love!
Behold, you are fair!
You have dove's eyes
behind your veil.*

SONG OF
SOLOMON 4:1

Detail of
The Veiled Woman
by Frances Benjamin
Johnston (1896)

© 2014 by King Features Syndicate, Inc. World rights reserved.



Times
108 Court Street
P.O. Box 660
Irvine, KY 40336
606-723-5161
FAX 606-723-5509

County and IMU hash out agreement

Monday, September 22, 2014

By admin

The Estill County Water District and Irvine Municipal Utilities met with Estill County Judge-executive Wallace Taylor on Thursday, September 11, to hammer out the final details of an agreement that will result in IMU becoming the agency responsible for wastewater and sewage collection of approximately 460 of ECWD's current customers.

IMU will also gain approximately 250 future customers when the Wisemantown/Dark Hollow area sewer extension project is completed.

Board members and commissioners of both companies, their lawyers, and Judge Taylor were present at the meeting.

IMU Operational Manager Bee Williams said that he still had reservations about the agreement as it was last presented to IMU from ECWD.

He questioned the section that said IMU would agree to assume fines and penalties as well as the revenues.

The county is facing stiff fines if the sewer project does not move forward.

Bill Beard, ECWD treasurer, on the other hand, said the ECWD needs to protect itself from liabilities, particularly in light of the fact that they are losing revenue as they lose customers.

Judge Taylor said the penalties for raw sewage running in the ditch line, etc., will "go away" once ECWD and IMU reach an agreement.

To clarify, IMU's attorney Mike Eaves queried, "so IMU is responsible for anything they acquire from the day they get it?"

The two companies agreed that would be fair, particularly if the fines from the state are dropped per the agreement.

Williams also had some concern about the wording in the agreement about the rates. He said he would like to see the rates charged according to what it costs, instead of some set rate which could result in the rates actually being higher.

"I think the numbers need to be what the numbers need to be," he said, also advocating for a rate study.

Jerry Arnold, ECWD board member, wondered if the city took on a big project of some sort, if that would result in the county having to pay more.

Dwight Richardson, with ECWD, suggested that as long as the companies are treated as one, it would be fair.

Both boards said they are willing to "pay their fair share," and they agreed that a rate study would be done in the future and a two-rate system will be maintained on the existing system. Future expansions could be subject to different rates.

Both boards agreed that usage will be monitored by residential meters, and that the master meter will be used mainly to monitor inflow and infiltration.

Richardson and Williams agreed to set a date for the transfer, when IMU will assume billing of ECWD customers in Wisemantown.

Taylor then called each company into session separately, with each voting unanimously to accept the terms agreed upon in the meeting.

Eaves said he could have a rough draft of the final agreement ready on Friday morning.

Judge Taylor said he has been assured that once the state has the agreement in hand, penalties for raw sewage will be dropped.

Larry Anderson, attorney for ECWD, said in his dealings with their board, the two issues they have been most concerned with are that county residents not see an unfair increase in rates, and that Wisemantown and Dark Hollow acquire service.

"We think we have that commitment," he said.

The merger between ECWD and IMU began more than a decade ago as part of a Regional Facilities Plan that would extend sewer service to county customers in the Wisemantown/Dark Hollow area of the county.

Grant monies are coming from the USDA Rural Utility Service, Rural Development, the Appalachian Regional Commission, and for a Community Development Block Grant.

Looking toward the future, Taylor said another 20 years would likely see sewage collection and treatment available to most of the county. He recalled Governor Fletcher saying more than a decade ago that in 20 years most of the state would have access to public water, pointing out that most of the remote sections of the county now have water.

This entry was posted on Monday, September 22nd, 2014 at 9:24 am and is filed under [Local News](#). You can follow any responses to this entry through the [RSS 2.0 feed](#).

Comments are closed.

Copyright © 2015 Citizen Voice & Times. All Rights Reserved.

Magazine Basic theme designed by [WPVIVA](#).

Powered by [WordPress](#).

Times
108 Court Street
P.O. Box 660
Irvine, KY 40336
606-723-5161
FAX 606-723-5509

After more than a decade, sewer deal a done one

Monday, September 22, 2014

By admin

In his monthly address at Monday night's fiscal court meeting, Estill County Judge-executive Wallace Taylor said the sewer deal between the Estill county Water District and Irvine Municipal Utilities has been signed after "10 or 11 years." Both boards and their lawyers unanimously agreed to the terms laid out in the agreement, Judge Taylor said, and details are being worked out for a date to transition into a new billing cycle.

He also said a good crowd attended the ninth annual 'One Day at a Time' March for Drug Recovery that happened last Sunday.

He commended the band for being there after competing the previous night and thanked the community for supporting the March. Taylor estimated there were a few hundred people there.

He also reminded everyone that CSFPP exercises will be conducted on Wednesday, and said if anyone notices unusual activity, "we're just playing...hopefully."

Judge Taylor said the sewer deal between the Estill county Water District and Irvine Municipal Utilities has been signed, after "10 or 11 years," and the details are being worked out for a date to transition to a new billing cycle.

Also, the judge said he has visited with a local property owner about purchasing a 23,000 square foot building for a vocational school and

has spoken with a senator about acquiring some funding for it.

Estill County Fire Chief Derrick Muncie said the department has answered 52 calls this month. He said vehicle accidents are the biggest thing they respond to, particularly since school started back.

He reminded everyone that fire season begins October 1, but said it shouldn't be too big of an issue this year as long as weather conditions stay "moist."

Muncie said there will be a heavy farm equipment safety training next month at the fairgrounds.

He also said that as new water lines have been laid, new hydrants have also been installed, resulting in lower ISO ratings and considerably lower home owner's insurance for some residents out in the county.

Other items addressed on the fiscal court's agenda include:

- Permission granted by the court to advertise for the fire department's self-contained breathing apparatus grant bids
- Permission granted to advertise for bids for an environmental impact study at the CSEPP tower site
- Myra Finney was appointed to fill a library board seat
- The conservation district annual report was accepted into the minutes, as well as the conservation district tax rate, the Red Lick Conservancy tax rate, and the school board tax rate.
- An intrafund transfer request was approved, including \$80,000 from the general fund to the jail.

In his monthly report, County Attorney Rodney Davis said there have been numerous accounts of people disregarding the traffic officers in yellow vests down by Estill Springs Elementary. He said at least people are facing felony charges, and he reminded that disobeying traffic laws around schools can be serious business.

He also presented a memorandum on the sewer agreement between IMU and ECWD and said "it sounds reasonable to me."

He said the document states that the transition is to happen on or before October 20.

Mary Skipper, director of Estill County Adult Education, was a guest at Monday night's fiscal court meeting. Estill County Judge-executive Wallace Taylor presented a proclamation to her declaring September 22-28 Adult Education and Family Literacy Week. The GED pretest can be taken for free during this period.

This entry was posted on Monday, September 22nd, 2014 at 9:27 am and is filed under Local News. You can follow any responses to this entry through the RSS 2.0 feed.

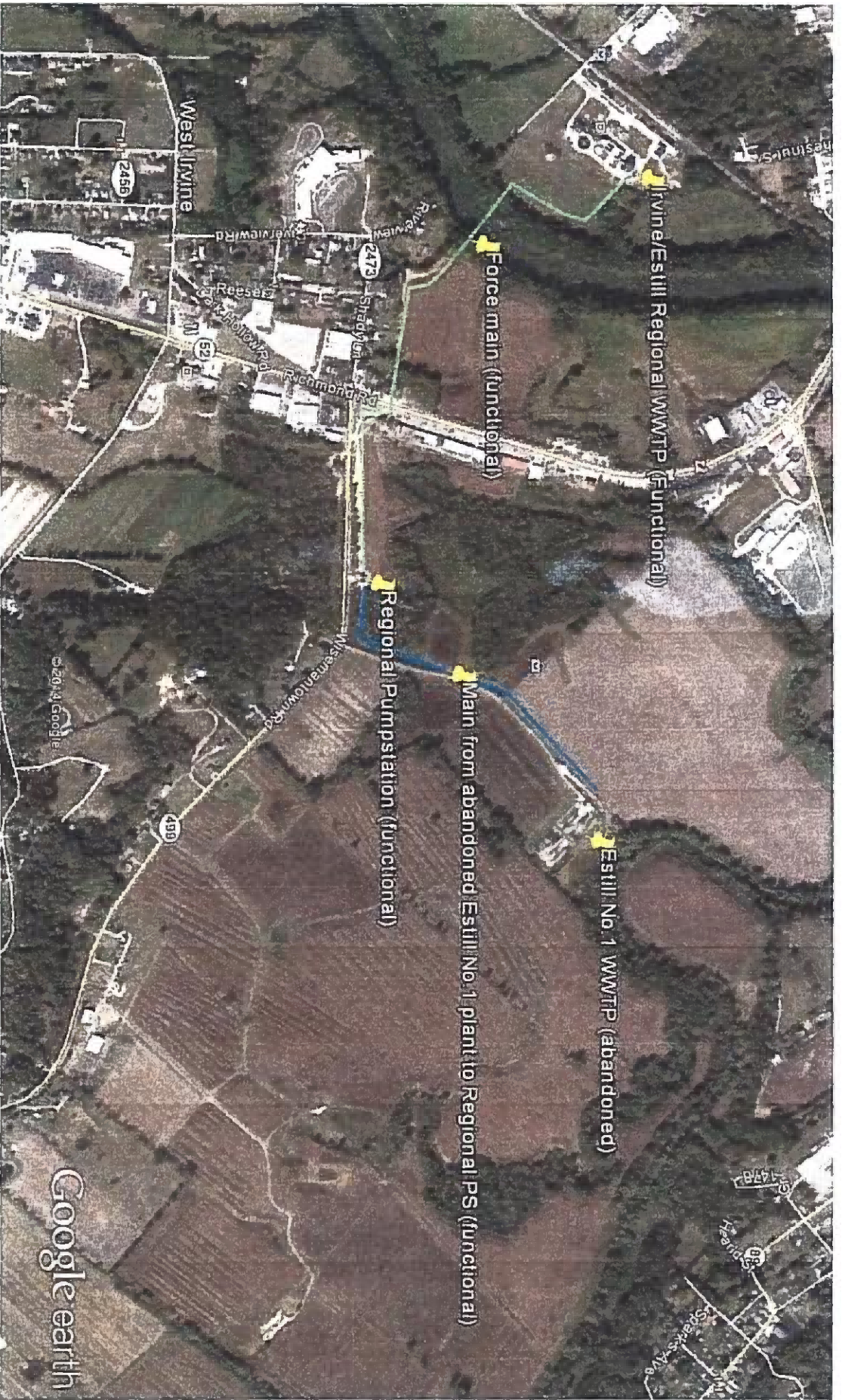
Comments are closed.

Copyright © 2015 [Citizen Voice & Times](#). All Rights Reserved.

Magazine Basic theme designed by [Bavette](#).

Powered by [WordPress](#).

Request No. 13



Google earth

miles
km 1

Google earth

Request No. 15

STEVEN L. BESHEAR
GOVERNOR



LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF ENFORCEMENT
300 FAIR OAKS LANE
FRANKFORT KENTUCKY 40601
www.kentucky.gov

January 24, 2013

CERTIFIED MAIL No. 7011 3500 0002 9112 8750
Return Receipt Requested

Irvine WWTP
The Honorable Billy F. Williams
238 Broadway
Irvine, KY 40336

Re: Notice of Violation
AI ID: 1005
AI Name: Irvine WWTP
Activity ID: ENV20130001
Facility No. KY0025909
Estill County, KY

Dear Mayor Williams:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Your cooperation and attention to this matter is appreciated. If you have any questions, please contact me at (502) 564-2150, extension 3230.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle M. Rice".

Michelle M. Rice, Enforcement Specialist
Compliance and Operations Branch

Enclosure

COMMONWEALTH OF KENTUCKY
ENERGY and ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Enforcement

NOTICE OF VIOLATION

To: Irvine WWTP
The Honorable Billy F. Williams
238 Broadway
Irvine, KY 40336

AI Name: Irvine WWTP AI ID: 1005 Activity ID: ENV20130001
County: Estill
Facility Number: KY0025909
Date(s) Violation(s) Observed: 01/24/2013

This is to advise that you are in violation of the provisions cited below:

- 1 Violation Description for Subject Item AIO0000001005():
No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 401 KAR 5:065, which cites 40 CFR 122.41(a), by failing to comply with the terms and conditions of KPDES Permit No. KY0025909, Outfall 001-1, for E. Coli during the month of April 2012. The permitted limits for E. Coli Concentration are a 30-day geometric mean of 130 per 100ml and a 7-day geometric mean of 240 per 100ml. The reported result was a 7-day geometric mean of 613 per 100ml.

The remedial measure(s), and date(s) to be completed by are as follows:

The Kentucky Department for Environmental Protection (KDEP) acknowledges the explanation attached to the April 2012 Discharge Monitoring Reports (DMRs) detailing Irvine WWTP's determination of the cause of this violation. Irvine WWTP shall comply with the terms and conditions of KPDES Permit number KY0025909. The KDEP does not currently intend to pursue a formal enforcement action at this time, but reserves its rights under KRS Chapter 224 and its administrative regulations to undertake such enforcement action hereafter as it deems appropriate. No additional submittals are required for these violations at this time. The KDEP will continue to monitor your DMRs. [KRS 224.70-110]

Violations of the above cited statute(s) and/or regulation(s) are subject to a civil penalty per day per violation. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their

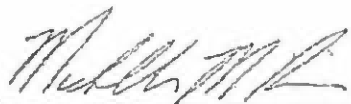
AI: Irvine WWTP -- 1005

deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

If you have questions or need further information, write or call the undersigned:

Department for Environmental Protection
Division of Enforcement
300 Fair Oaks Lane
Frankfort, KY 40601
502-564-2150 extension 3230 (8:15 AM – 4:15 PM)
Michelle Rice, Enforcement Specialist

Issued By:



Michelle M. Rice
Environmental Enforcement Specialist
Compliance and Operations Branch
Date: January 24, 2013

How Delivered: Certified Mail Certified/Registered # 7011 3500 0002 9112 8750

Field Service Report

Customer:	Irvine Regional SD, KY
Address:	395 Carhartt Ave.
City, State and Zip	Irvine, KY 40336
Phone:	
Contact:	
Equipment:	UV3000+
Serial Number:	511561
Date of Service:	5/1/12
Service Technician:	Clark Roberts

Field Service request: Could not clear the alarms and check controls for loose connections.

Field Service details:

Check controls for loose connections - all okay.

The HSC had tripped out on high pressure and would not reset. I reset by turning off the switch on the HSC for 5 seconds and then turning it back to remote. And then turned down the pressure to 180 psi on the pump. Didn't have any more problems with the HSC tripping out but it wasn't wiping the full length of the modules. I added more time to the wipers and it goes the full length of the modules.

Found that the HSC wouldn't respond to the controller. I had to turn the key on the PLC from REM to RUN and back to REM to force it to run. Everything working on the PLC now.

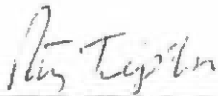
I did more training with the plant personnel.

IRVINE MUNICIPAL UTILITIES
238 BROADWAY
PHONE: 723-2197
IRVINE, KENTUCKY 40336

May 18, 2012

To whom it may concern:

Attached to my DMR's is the reason for my high e.coli for the month of April. The problem has been resolved. If you have any questions or need any more information contact me at 606-723-2343.



Rick Tipton
Sewer Plant Manager
Irvine Municipal Utilities



STEVEN L. BESHEAR
GOVERNOR

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF ENFORCEMENT
300 FAIR OAKS LANE
FRANKFORT KENTUCKY 40601
www.kentucky.gov

July 31, 2013

CERTIFIED MAIL No. 7012 1010 0002 5918 1381
Return Receipt Requested

Irvine WWTP
The Honorable Billy F. Williams
238 Broadway
Irvine, KY 40336

Re: Notice of Violation
AI ID: 1005
AI Name: Irvine WWTP
Activity ID: ENV20130002
Facility No. KY0025909
Estill County, KY

Dear Mayor Williams:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Your cooperation and attention to this matter is appreciated. If you have any questions, please contact me at (502) 564-2150, extension 3230.

Sincerely,

Michelle M. Rice, Enforcement Specialist
Compliance and Operations Branch

Enclosure

COMMONWEALTH OF KENTUCKY
ENERGY and ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Enforcement

NOTICE OF VIOLATION

To: Irvine WWTP
The Honorable Billy F. Williams
238 Broadway
Irvine, KY 40336

AI Name: Irvine WWTP AI ID: 1005 Activity ID: ENV20130002
County: Estill
Facility Number: KY0025909
Date(s) Violation(s) Observed: 07/31/2013

This is to advise that you are in violation of the provisions cited below:

- 1 Violation Description for Subject Item AIOO0000001005():
No person shall, directly or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run or otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the Commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110]

Description of Non Compliance:

Failing to comply with 401 KAR 5:065, which cites 40 CFR 122.41(a), by failing to comply with the terms and conditions of KPDES Permit No. KY0025909, Outfall 001-1, for E. Coli during the month of March 2013. The permitted limits for E. Coli Concentration are a 30-day geometric mean of 130 per 100ml and a 7-day geometric mean of 240 per 100ml. The reported result was a 7-day geometric mean of 517 per 100ml.

The remedial measure(s), and date(s) to be completed by are as follows:

The Kentucky Department for Environmental Protection (KDEP) acknowledges the explanation attached to the March 2013 Discharge Monitoring Report (DMR) detailing Irvine WWTP's determination of the cause of this violation. Irvine WWTP shall comply with the terms and conditions of KPDES Permit number KY0025909. The KDEP does not currently intend to pursue a formal enforcement action at this time, but reserves its rights under KRS Chapter 224 and its administrative regulations to undertake such enforcement action hereafter as it deems appropriate. No additional submittals are required for these violations at this time. The KDEP will continue to monitor your DMRs. [KRS 224.70-110]

Violations of the above cited statute(s) and/or regulation(s) are subject to a civil penalty per day per violation. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their


AI: Irvine WWTP -- 1005

deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

If you have questions or need further information, write or call the undersigned:

Department for Environmental Protection
Division of Enforcement
300 Fair Oaks Lane
Frankfort, KY 40601
502-564-2150 extension 3230 (8:15 AM – 4:15 PM)
Michelle Rice, Enforcement Specialist

Issued By:


Michelle M. Rice
Environmental Enforcement Specialist
Compliance and Operations Branch
Date: July 31, 2013

How Delivered: Certified Mail Certified/Registered # 7012 1010 0002 5918 1381



STEVEN L. BESHEAR
GOVERNOR

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Division of Water
Frankfort Regional Office
200 Fair Oaks Lane, 3rd Fl
Frankfort, KY 40601
www.kentucky.gov

September 27, 2013

Certified No. 7011 3500 0000 7034 3435
Return Receipt Requested

Irvine Municipal Utilities
Attn: Mr. Billy Williams
238 Broadway
Irvine, KY 40336

Re: Notice of Violation
AI ID: 1005
AI Name: Irvine WWTP
Activity ID: ENV20130003
Permit No. KY0025909
Estill County, KY

Dear Mr. Williams:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines. Attached for your information and records is a copy of the inspection report performed at the facility on September 19, 2013.

An application for the proper KPDES permit must be completed and submitted to the Kentucky Division of Water by **November 1, 2013**. Failure to comply with the remedial measures or repeated violations of this requirement may subject you and or your company to an immediate referral to the Division of Enforcement.

Your cooperation and attention to this matter is appreciated. If you have any questions, please contact me at 502-564-3358.

Sincerely,

Emily Moyer,
Environmental Inspector
Division of Water

Enclosure

COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water

NOTICE OF VIOLATION

To:

Irvine WWTP
150 Carhartt Road
Irvine, KY 40336

AI Name: Irvine WWTP AI ID: 1005 Activity ID: ENV20130003
Discovery ID: CIN20130002 County: Estill
Enforcement Case ID:
Date(s) Violation(s) Observed: 09/19/2013

This is to advise that you are in violation of the provisions cited below:

1 Violation Description for Subject Item AIOO0000001005:

The KPDES program requires permits for the discharge of pollutants from a point source into the waters of the Commonwealth. [401 KAR 5:055 Section 2]

Description of Non Compliance:

The facility does not hold an active KPDES permit. The facility holds KPDES Permit #KY0025909 - permit was issued on 08/01/2008 and expired on 07/31/2013. To date, DOW has not received a renewal application for the facility's KPDES permit.

The remedial measure(s), and date(s) to be completed by are as follows:

An application for the proper KPDES permit must be completed and submitted to the Kentucky Division of Water by November 1, 2013. Failure to comply with the remedial measures or repeated violations of this requirement may subject you and or your company to an immediate referral to the Division of Enforcement. [401 KAR 5:055 Section 2]

2 Violation Description for Subject Item AIOO0000001005:

The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act and KRS 224 and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. [401 KAR 5:065 Section 2] as in [40 C.F.R. 122.41(a)].

Description of Non Compliance:

The facility has failed to comply with the terms of the permit.

The remedial measure(s), and date(s) to be completed by are as follows:

Comply with all conditions of the KPDES permit. Failure to comply with the remedial measures or repeated violations of this requirement may subject you and/or your company to an immediate referral to the Division of Enforcement. [401 KAR 5:065 Section 2] as in [40 C.F.R. 122.41(a)].

Violations of the above cited statute(s) and/or regulation(s) are subject to a civil penalty per day per violation. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

If you have questions or need further information, write or call the undersigned:

Division of Water
Frankfort Regional Office
200 Fair Oaks Lane, 3rd Fl
Frankfort, KY 40601
502-564-3358 (8:00 AM - 4:30 PM)
Emily Moyer, Environmental Inspector III

Emily Moyer

Issued By:

Emily Moyer, Environmental Inspector III
Date: September 27, 2013

Robert Daniell

Issued By:

Robert Daniell, Environmental Control Supervisor
Date: September 27, 2013

How Delivered: Certified Mail
Certified/Registered # 7011 3500 0000 7034 3435



STEVEN L. BESHEAR
GOVERNOR

ENERGY AND ENVIRONMENT CABINET

LEONARD K. PETERS
SECRETARY

DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER
200 FAIR OAKS LANE
FRANKFORT, KENTUCKY 40601
www.kentucky.gov

January 28, 2014

Billy Williams
Irvine WWTP
238 Broadway
Irvine, KY 40336

Re: KPDES Application Complete
KPDES No.: KY0025909
AI ID: 1005
Estill County, Kentucky

Dear Mr. Williams:

Your revised Kentucky Pollutant Discharge Elimination System (KPDES) permit application for the above-referenced facility was received by the Division of Water January 27, 2014. A completeness review of your permit application has been conducted and your application has been determined to be administratively complete. This means that your application will now be assigned to a technical reviewer. Please be aware that you may be asked to provide additional information to clarify, modify, or supplement your application material. In accordance with 401 KAR 5:075, Section 1(7) you are being provided written notification that your application has been deemed complete as of the date of this letter.

If you have any questions concerning this matter please contact me at (502) 564-3410 extension 4960 or by email at Erin.Lawson@ky.gov.

Sincerely,

Erin Lawson
Surface Water Permits Branch
Division of Water

c: TEMPO