

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

In the Matter of:

WESTERN MASON COUNTY WATER)
DISTRICT COMMISSIONERS PAM)
CARPENTER, SECRETARY; JERRY FIELDS,)
TREASURER; LARRY REDDEN,)
CHAIRMAN; AND MANAGER DAVID)
FRENCH)
_____) CASE NO. 2015-00155
)
ALLEGED FAILURE TO COMPLY WITH)
KRS 278.300)

**MEMORANDUM IN SUPPORT OF MOTION TO ACCEPT
OFFER OF SETTLEMENT**

Pam Carpenter, Jerry Fields, Larry Redden, and David French (“Respondents”) and Western Mason County Water District (“Western Mason District”), submit this memorandum in support of their Motion to Accept Offer of Settlement.

Background

Western Mason District, a water district organized pursuant to KRS Chapter 74, owns and operates facilities that provide water service to approximately 1,003 customers in the western portion of Mason County, Kentucky. It has three full-time employees. For the year ending December 31, 2013, Western Mason District had total revenues of \$532,168.

Western Mason District’s business and affairs are managed under the direction and oversight of three-member board of commissioners.¹ Respondents Pam Carpenter, Jerry Fields, and Larry Redden currently serve as members of Western Mason District’s Board of

¹ KRS 74.070(2).

Commissioners. They employ Respondent David French as Western Mason District's general manager.²

In 2003 Western Mason District engaged a new accountant who, upon reviewing Western Mason District's records, discovered that Western Mason District had failed to correctly withhold and pay federal taxes from its employees' wages. Based upon the accountant's advice, Western Mason District reported the error to the Internal Revenue Service and negotiated a settlement. To pay its tax obligations due to this error, Western District issued a promissory note for \$45,030 to the Bank of Maysville which was payable in one year. Despite its best efforts, Western District was unable to make full payment on the note. Each year from 2004 to 2010, when the existing promissory note became due and payable, Western District issued a new one-year promissory note to the Bank of Maysville for the remaining amount owed plus any additional amounts required to meet necessary expenditures.

In January 2011, Western Mason District sought to again extend the payment period for the promissory note. Having revised its lending policies, the Bank of Maysville required Western District issue a 10-year promissory note rather than a one-year promissory note. On January 17, 2014, Western Mason District, requiring additional funds to meet its debt service payment to Rural Development, issued a 10-year note in the amount of \$86,374 ("2014

² KRS 74.040 provides:

The commission may employ a person to serve as the chief executive officer of the water district. This person shall not be one (1) of the water district's commissioners. The person may be designated the general manager, superintendent, or chief executive officer of the district or by any other similar title. The chief executive officer shall perform such additional duties as the commission may require of him or her and shall be subject to the orders of the commission. The chief executive officer shall employ all necessary labor and assistance in the performance of his or her duties, and he or she shall report to the commission all expenses incurred. The salary of the chief executive officer shall be fixed by the commission.

Promissory Note”) and used a portion of that note’s proceeds to retire promissory note that it issued in January 2011.

Western Mason District reported each of these transactions and the existence of these debts to the Public Service Commission (“PSC”) in its annual reports, which were filed with the PSC in accordance with 807 KAR 5:006, Section 4. In none of these transactions, however, did Western Mason District obtain PSC authorization for the issuance of the promissory notes.

In December 2014, Western Mason District applied to the PSC for a rate adjustment. It included with its application a copy of the 2014 promissory note as an exhibit to its application. It further noted in its statement of reasons for its application the existence of the note to the Bank of Maysville and the need to retire it.³

PSC Staff reviewed Western Mason District’s application and submitted a report of its findings to the PSC. In its report PSC Staff noted that the PSC had not authorized the 2014 promissory note. It stated:

Western Mason did not obtain the Commission's approval to enter into the current loan agreement with the Bank of Maysville, as required by KRS 278.300. Mr. French stated that Western Mason was not aware that the bank note represented a security or evidence of indebtedness that is subject to this statute. He stated that it was Western Mason's understanding that only loans used to finance major construction projects required the Commission's approval. He emphasized that Western Mason sought and received approval for all long-term debt instruments that were used to finance major capital improvement projects. During discussions with Staff, Mr. French stated that he now understands the requirements of KRS 278.300 and would ensure

³ Statement of Reasons, Application, Case No. 2014-00421, *Alternative Rate Adjustment Filing of Western Mason County Water District* (Ky. PSC filed Dec. 1, 2014) (“We currently have a bank loan that needs to be repaid. We have borrowed money from a local bank to pay our debt service in years past and need to get this loan repaid quickly to keep up credit availability with them if needed again.”).

that Western Mason sought all necessary approvals in the future before assuming an evidence of indebtedness.⁴

In its report, PSC Staff made no recommendations regarding the alleged violation or the need for enforcement proceedings against Western Mason District.

On May 15, 2015, the PSC issued an Order in which it approved a rate adjustment for Western Mason District. In its Order, the PSC noted the existence of the 2014 Promissory Note and stated that it would “initiate a new proceeding to more thoroughly investigate Western Mason for issuing indebtedness without prior Commission approval.”⁵

On June 9, 2015, the PSC issued an order initiating Case No. 2015-00155 and finding that “a prima facie case has been made that in violation of KRS 278.300, Western Mason District obtained an \$86,374 loan for a term of ten years from the Bank of Maysville without obtaining an Order from the Commission authorizing Western Mason District to issue the indebtedness.” It further found that a “prima facie case had been made that . . . [the Respondents] acting in their respective individual capacities as current members of Western Mason District’s Board of Commissioners, or as the utility’s manager, willfully aided and abetted in . . . [Western Mason District’s] violation. Despite alleging a violation on Western Mason District’s part, the PSC, ordered only the Respondents to show cause why they should not be subject to civil penalties for the alleged violation and did not make Western Mason District a party to the proceeding.

On June 29, 2015, the Respondents submitted a written response to allegations set forth in the Order. They acknowledged that Western Mason Water District had issued the 2014 Promissory Note without prior PSC authorization, but denied that any willful violation of KRS

⁴ Staff Report on Western Mason County Water District (Mar. 24, 2015) (“2015 Staff Report”) (filed in Case No. 2014-00420, *Alternative Rate Adjustment Filing of Western Mason County Water District* (Ky. PSC filed Dec. 23, 2014)) at 18-19 (footnotes omitted).

⁵ Order of May 15, 2015 at 6.

278.300 had occurred and denied willfully aiding and abetting any violation of KRS 278.300. On August 14, 2015, they submitted an Offer of Settlement to resolve the issues in Case No. 2015-00155.

Offer of Settlement

The Respondents proposed that each would pay the sum of \$250 to the Commonwealth of Kentucky, or in the alternative, attend 12 hours of training for newly appointed water district commissioners within one year.⁶ Each respondent would advise the PSC of his or her election within 20 days of the PSC's issuance of an Order accepting the Offer of Settlement. A Respondent's failure to make an election within 20 days would be considered an election to pay the \$250 amount. If a Respondent elects to attend training and fails to complete it within one year, his or her required payment of \$250 will become immediately due and payable at the end of that period and he or she will be subject to further proceedings under KRS 278.990(1) for failure to comply with a lawful order of the PSC.

The PSC's acceptance of the Offer of Settlement would satisfy and resolve any and all claims against any of the Respondents or Western Mason District for any violation of KRS Chapter 278 or for the imposition of penalties under KRS 278.990 arising out of Western Mason District's issuance of promissory notes to the Bank of Maysville between October 10, 2003 and January 17, 2014 and any proceedings to enforce such claims.

⁶ KRS 74.080(8)(b) provides: "At least once annually, the Public Service Commission shall provide or cause to be conducted a program of instruction, consisting of at least twelve (12) hours of instruction, that is intended to train newly appointed commissioners in the laws governing the management and operation of water districts and other subjects that the Public Service Commission deems appropriate."

The Offer Of Settlement Is Reasonable
Given The Nature Of The Alleged Violation

The Respondents acknowledge that Western Mason District violated KRS 278.300 by issuing the 2014 Promissory Note without prior PSC authorization and that corrective action is necessary and appropriate. The circumstances surrounding the violation, however, do not support the assessment of a large penalty, but instead favor alternative measures that will better benefit the public by resulting in a better informed and educated utility management.

The evidence clearly shows that any violation that Western Mason District or the Respondents may have committed was done unknowingly and without willful intent.⁷ The Respondents have consistently stated to the PSC that were not familiar with the requirements of KRS 278.300 and believed that prior PSC approval was required only if a utility was issuing bonds or was borrowing funds to construct facilities.⁸ No Respondent has a legal or financial background. Mr. Fields is a retired office worker; Ms. Carpenter is a barber; Mr. Redden is an electrician. Mr. French's background is primarily in water treatment and distribution operations. Prior to issuing the promissory notes to the Bank of Maysville, the Respondents did not consult with legal counsel. Due to its limited financial resources and in an effort to reduce costs, Western Mason District during this period did not have legal counsel and generally retained legal counsel only when a construction project or bond issuance was involved. None of Western Mason District's commissioners have attended any PSC-sponsored water management training programs. None of the Respondents have attended PSC training for newly appointed water district commissioners.

⁷ The Commission has previously found that a willful violation means a knowing violation or knowing failure to comply. See Case No. 90-172, *Kentucky Utilities Company: Alleged Failure to Comply with Commission Regulations* (Ky. PSC Dec. 14, 1990) at 3.

⁸ 2015 Staff Report at 18-19; Response to the Commission's Order of June 29, 2015 at 2-3; Letter from Gerald Wuetcher, Counsel for Respondents, to Jeff Derouen, Executive Director, Kentucky Public Service Commission (July 15, 2015) at 4-5.

The Respondents relied upon the Bank of Maysville to advise Western Mason District of any required regulatory approvals. This reliance was not unreasonable. The Bank of Maysville has been in existence since 1835 and is the oldest independent bank in Kentucky. It has significant experience and expertise in the lending and could be presumed to be aware of any statutory requirements related to loans to a public utility. Moreover, the Bank of Maysville had a direct financial interest in ensuring the promissory notes were properly executed and in accordance with all state laws. At no time did the Bank of Maysville advise Western Mason District or the Respondents that PSC authorization was required before any promissory notes could be issued.

The actions of Western Mason District and the Respondents following the issuance of the promissory notes support their assertions that they were unaware of the requirements of KRS 278.300. They made no effort to conceal or hide the existence of any promissory note issued to the Bank of Maysville. Western Mason District consistently reported these notes in its annual reports to the PSC. When applying to the PSC for a rate adjustment in its recent rate proceeding, Western Mason District and the Respondents included a copy of 2014 Promissory Note with the application and expressly identified that note as a reason for the requested rate adjustment. Their actions are akin to waving a red flag in front of the PSC to draw the PSC's attention to the 2014 Promissory Note. It is highly unlikely that any person that had knowingly and willfully failed to comply with KRS 278.300 would act in such a manner.

Furthermore, Western Mason District under the Respondents' management has no history of violations of KRS Chapter 278 or PSC regulations. Table I shows that Western Mason District applied for and obtained PSC authorization prior to the issuance of all other debt instruments. Had Western Mason District and the Respondents realized that KRS 278.300

applied to the promissory notes issued to the Bank of Maysville for cash flow purposes, they clearly would have sought the required authorization.

Table I			
Bond Series	Amount	Certificate of Public Convenience & Necessity Requested	PSC Case No.
1988	\$ 350,000	Yes	89-137
1997	201,000	Yes	97-057
2001	258,000	Yes	2001-00267
2007	1,401,000	Yes	2007-00318
2010	700,000	Yes	2009-00477

The lack of any adverse effects on the utility's customers is yet another reason for the PSC to refrain from the assessment of any heavy penalty and to instead employ alternative measures. Western Mason District has used the proceeds from the promissory notes to meet expenses necessary to provide water service to its customers, including debt service payments. On two separate occasions, PSC Staff has extensively reviewed Western Mason District's financial records in general rate case proceedings.⁹ On neither occasion did PSC Staff find that Western Mason District's use of the notes' proceeds to be improper, unlawful or unreasonable. The record of this proceed contains no evidence that Western Mason District or the Respondents have used the proceeds for unreasonable, unlawful or non-utility purposes.

None of the debt service costs associated with the promissory notes appears to have been included in Western Mason District's rates or recovered from Western Mason District's ratepayers. Western Mason District has twice applied for a general rate adjustment since 2003.¹⁰ Finding that inclusion of debt service costs on the promissory notes to the Bank of Maysville would constitute retroactive ratemaking, PSC Staff recommended in Case No. 2006-00015 that

⁹ See 2015 Staff Report; Staff Report on Western Mason County Water District (Mar. 21, 2006) ("2006 Staff Report") (filed in Case No. 2006-00015, *The Application of Western Mason County Water District for a Rate Adjustment Pursuant to the Alternative Rate Filing Procedure for Small Utilities* (Ky. PSC filed Jan. 10, 2006)).

¹⁰ In addition to these two general rate proceedings, Western District's rates were adjusted in two proceedings under KRS 278.023.

the costs not be included in the calculation of Western Mason District's rates.¹¹ The PSC agreed.¹² PSC Staff made a similar recommendation in Case No. 2014-00420, which the Commission also accepted.¹³

Although Western Mason District did not obtain PSC approval of the notes, its issuance of those notes met the standards set forth KRS 278.300 for PSC approval. Western Mason District issued each promissory note for a lawful object within its corporate purposes. The issuance of each note was necessary for and consistent with Western District's proper performance of its service to the public. Its issuance of the promissory notes did not impair its ability to serve the public and were reasonably necessary and appropriate for its provision of utility service.

While its failure to obtain PSC approval of the 2014 Promissory Note did not adversely affect Western Mason District's customers - it actually benefited those customers by avoiding a technical default on Western Mason District's bonded debt, Western Mason District and the Respondents acknowledge that a technical violation of KRS 278.300 occurred and that corrective action is required to avoid future violations.

The Respondents respectfully submit that the most effective means to avoid future violations is not the assessment of a fine or penalty, but additional training and education for the water district's management. The Respondents therefore proposed that they be permitted to substitute 12 hours of attendance at PSC-sponsored training for newly appointed water district commissioners for the payment of a fine or penalty. This alternative measure would benefit both

¹¹ 2006 Staff Report, Attachment A at 2-3.

¹² Case No. 2006-00015, *The Application of Western Mason County Water District for a Rate Adjustment Pursuant to the Alternative Rate Filing Procedure for Small Utilities* (Ky. PSC Apr. 19, 2006) at 2.

¹³ 2015 Staff Report at 19; Case No. 2014-00420, *Alternative Rate Adjustment Filing of Western Mason County Water District* (Ky. PSC May 15, 2015) at 3 (Finding Paragraph 4).

the PSC and Western Mason District ratepayers. It would result in a better informed management by enhancing the Respondents understanding of their duties and obligations. It would also reduce the possibility of inadvertent or technical violations of KRS Chapter 278 and PSC regulations, such as Western Mason District's issuance of the 2014 Promissory Note, and ensure Western Mason District's greater compliance with those statutes and regulations.

Given that Western Mason District's violation was minimal and technical in nature and was not knowingly or willfully committed, and that Western Mason District's ratepayers did not suffer any loss in service quality or rate increase as a result of the violation, the Offer of Settlement's modest penalty and alternative sanction represents a reasonable resolution to this proceeding. It validates and affirms the principle that utilities and their managements must comply with the law and be accountable for their actions, but does so in a constructive manner that benefits the PSC and all stakeholders.

**The Proposed Penalty And Alternative Measure Is
Consistent With PSC Precedent**

With regard to violations of KRS 278.300 by water and sewer utilities that are similar in size to Western Mason District, the PSC has on numerous instances taken no action other than to note the violation and verbally reprimand the utility.¹⁴ In cases involving larger and more

¹⁴ See, e.g., Case No. 9100, *An Adjustment of Rates of Tree-Line Utilities, Inc. D/B/A Tree-Line Estates Sewage Treatment Plant* (Ky. PSC Apr. 26, 1986); Case No. 9226, *An Application of Lake of the Woods Sanitation, Inc. Adjustment for Small Utilities Pursuant to 807 KAR 5:076* (Ky. PSC May 30, 1985); Case No. 94-266, *The Application of The Mallard Point Disposal System, Inc. for an Adjustment of Rates Pursuant to the Alternative Rate Filing Procedure for Small Utilities* (Ky. PSC Nov. 16, 1994) (taking no action on violation of KRS 278.300 noted in Commission Staff Report); Case No. 94-034, *The Application of Mockingbird Valley Sanitation, Inc. for a Rate Adjustment Pursuant to the Alternative Rate Filing Procedure for Small Utilities* (Ky. PSC Aug. 5, 1994) (taking no action on violation of KRS 278.300 noted in Commission Staff Report); Case No. 94-226; Case No. 2000-432, *The Application of Elam Utility Company Inc. for an Adjustment of rates Pursuant to the Alternative Rate Filing Procedure for Small Utilities* (Ky. PSC Mar. 14, 2001) (taking no action on violation of KRS 278.300 noted in Commission Staff Report); Case No. 2002-00395; Case No. 2005-00058, *Kentucky Infrastructure Authority's Joint Application on Behalf of Certain Water Districts for Authority to Borrow Funds to Refinance Certain Indebtedness to the Kentucky Infrastructure Authority* (Ky. PSC Aug. 26, 2005); Case No. 2008-00170, *The Application of Bullock Pen Water District for a Certificate of Public Convenience and Necessity to Construct Proposed*

sophisticated utilities that have greater financial resources and employ legal counsel, the PSC has generally initiated enforcement proceedings for violations of KRS Chapter 278 against the utility, but not against its officials.¹⁵

Respondents' Offer of Settlement compares favorably in terms of the payment amount and the alternative sanction with other settlements that the PSC has approved. For example, in Case No. 2002-00119,¹⁶ the PSC approved a settlement agreement in a proceeding against Jackson Energy Cooperative Corporation and its directors for failing to comply with KRS 278.300 that assessed each director a penalty of \$100, but vacated the penalty when the directors prepared and attended a one-day training program on the requirements of KRS Chapter 278.

In Case No. 2008-00346,¹⁷ the PSC approved a settlement agreement in a proceeding against Purchase Public Service Corporation and its board of directors involving a violation of KRS 278.020(1) which waived any penalties against the utility's board members in return for the utility's chairman and two employees attending a PSC-sponsored water management training program.

In Case No. 2008-00484,¹⁸ the PSC approved a settlement agreement in a proceeding in which Ledbetter Water District and the members of its board of commissioners for increasing rates for service without first applying to the PSC. That settlement agreement assessed a penalty

Waterworks Improvement Project and For Approval of Proposed Plan of Financing, Increase In Rates, Nonrecurring Charges, and Tariff Revisions (Ky. PSC Dec. 10, 2009).

¹⁵ See, e.g., Case No. 2007-00185, *Kentucky-American Water Company: Alleged Failure to Comply with KRS 278.300* (Ky. PSC 16, 2007); Case No. 2011-00160, *Owen Electric Cooperative, Inc.: Alleged Failure to Comply with KRS 278.020 and Commission Order* (Ky. PSC June 21, 2011); Case No. 2011-00376, *Nolin Electric Cooperative Corporation Alleged Failure to Comply with KRS 278.020* (Ky. PSC Oct. 17, 2011).

¹⁶ Case No. 2002-00119, *Jackson Energy Cooperative: Alleged Failure to Comply with KRS 278.300(1)* (Ky. PSC Apr. 28, 2003).

¹⁷ Case No. 2008-00346, *Application of Purchase Public Service Corporation for a Certificate of Public Convenience and Necessity – Wastewater Treatment Lagoon Construction* (Ky. PSC Dec. 16, 2009).

¹⁸ Case No. 2008-00484, *An Investigation of Ledbetter Water District and William P. Dae, Chairman; Terry Teitloff, Vice Chairman; Arnie Puckett, Commissioner; Bill Gillahan, Commissioner, Individually and as Officers of the Utility, for Alleged Violations of KRS 278.015 and 278.160* (Ky. PSC June 12, 2009).

of \$2,500 against each commissioner, but vacated the penalty if the commissioner attended a PSC-sponsored water training management program for two consecutive years.

In Case No. 2013-00187,¹⁹ the PSC approved a settlement agreement in a proceeding against Corinth Water District and the members of its board of commissioners for failing to comply with KRS 278.300 by entering without PSC approval into a land contract and lease agreement that obligated the water district to pay \$69,000. The PSC Staff proposed to resolve the proceeding by permitting each commissioner to attend six hours of PSC-sponsored water management training in lieu of each paying the sum of \$250. The water district's commissioners instead elected to pay the penalty. In its Order accepting the agreement, the PSC stated:

In accepting the Settlement Agreement, the Commission notes that the Corinth District Commissioners elected to pay a civil penalty in lieu of attending an accredited water district management training program. Those programs cover a wide variety of issues related to the operations of water utilities, including a review of the applicable statutes and regulations. Thus, attending a water district management training program could be beneficial to Corinth District.²⁰

In Case No. 2014-00400,²¹ the PSC initiated proceedings against Western Fleming Water District and its commissioners for executing a loan agreement with the Kentucky Infrastructure Authority to borrow \$2,518,000 and for constructing facilities costing \$2.6 million without PSC approval. Despite the large size of the loan²² and construction project,²³ the considerable effect

¹⁹ Case No. 2013-00187, *Corinth Water District: Alleged Failure to Comply with KRS 278.300* (Ky. PSC Oct. 21, 2013).

²⁰ *Id.* at 2.

²¹ Case No. 2014-00400, *Western Fleming Water District and Its Individual Commissioners, Vernon Barton, James Huston, Larry Ingram, Billy McIntyre, Anthony Overby, and Fred Rose: Alleged Failure to Comply With KRS 278.020(1) and KRS 278.300(1)* (Ky. PSC Mar. 16, 2015).

²² The loan more than doubled the amount of Western Fleming Water District's outstanding long-term debt.

²³ The construction project increased Western Fleming Water District's total utility plant by 32 percent.

that the loan and construction had on the utility's rates,²⁴ Western Fleming Water District's considerable experience in applying for certificates of public convenience and necessity and PSC approval to borrow funds, its commissioners' attendance at PSC-sponsored water management training sessions,²⁵ and Western Fleming Water District's retention of an experienced engineering firm to administer the project, the PSC accepted a settlement agreement that assessed each commissioner a penalty of only \$250 and permitted each commissioner to avoid payment of the penalty by attending PSC-sponsored water management training for each remaining year of his term.

The Respondents' proposed payment of \$250 to the Commonwealth is generally consistent with the penalties assessed in similar cases.²⁶ Given that nature of Western Mason District's violation, their proposed alternative measure – 12 hours of attendance at PSC training for newly appointed water district commissioners – is more than the PSC has generally required. Furthermore, their proposal recognizes that the Western Mason District would best benefit from an intensive review of legal and regulatory requirements involved in the operation of a water district. Accordingly, attendance only at training for newly appointed water district commissioners, which is especially designed to provide that intensive review, is the only training that will lead to the abatement of the penalty.

²⁴ The additional debt service requirements and depreciation related the new facilities increased Western Fleming County Water District's revenue requirements by approximately \$174,000, or approximately 14 percent of the utility's total revenue requirement, and contributed significantly to a 42 percent increase in an average retail customer's monthly bill. See Case No. 2014-00048, *Application of Western Fleming County Water District For Rate Adjustment for Small Utilities Pursuant to 807 KAR 5:076* (Ky. PSC Oct. 27, 2014).

²⁵ All of Western Fleming Water District's commissioners advised the PSC under oath that they had attended all required training sessions and seminars sponsored by the PSC and the Division of Water.

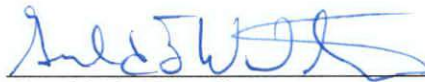
²⁶ In some respects, it is a more severe sanction. See, e.g. Case No. 2015-00037, *U.S. 60 Water District: Alleged Failure to Comply with 807 KAR 5:006, Sections 26 and 27, And 807 KAR 5:066, Section 7* (Ky. PSC Aug. 18, 2015) (failure of utility to follow accepted engineering practices did not result in proceedings against utility's officers).

Summary

In summary, the Offer of Settlement provides for a reasonable and common sense resolution of these proceedings. It is consistent with a long line of PSC decisions. It allows the PSC to affirm important regulatory principles in a judicious manner, while simultaneously providing the Respondents an opportunity to increase their knowledge of the law and better their management skills and thus improve the quality of service provided to Western Mason District's customers. It represents a unique opportunity for all stakeholders to benefit from an unfortunate and unknowing violation of KRS 278.300.

Dated: August 18, 2015

Respectfully submitted,



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*Counsel for Western Mason County Water District
and the Respondents*

CERTIFICATE OF SERVICE

In accordance with 807 KAR 5:001, Section 8, I certify that a true and accurate copy of this Memorandum has been served by electronic mail upon Molly Blake Katen, Esq., Kentucky Public Service Commission, P.O. Box 615, Frankfort, Kentucky 40602-0615 (Molly.Katen@ky.gov) this 18th day of August, 2015.



Gerald E. Wuetcher