

Public Service Commission

February 10, 2017

RECEIVED

Case No. 2016-00154
Ronald D. McGinnis, Complainant
V.
North Mercer Water District, Defendant

FEB 10 2017
PUBLIC SERVICE
COMMISSION

On behalf of the North Mercer Water District and as their General Manager, I would ask that the PSC also accept this letter and it's attachments in regards to this case.

In Mr. McGinnis's last response to the PSC there were many false statements and allegations made.

North Mercer Water treats our customers with the utmost respect and has no reason to treat any customer otherwise. We have no reason to be untruthful in this situation and are offended by the accusation of such.

We pride ourselves in treating all customers the same. The Districts rules and regulations and how we respond to situations that arise are all documented in our Tariffs. Within our tariffs you will find Discontinuance of Service by Utility. This regulation was approved by the PSC on 6/25/2009. It clearly states that North Mercer Water has the right to terminate service for non-payment, and for fraudulent or illegal use of water.

When a customer breaks a lock on a meter and begins using the water that is fraudulent and illegal use of the water. Therefore we are in our right to discontinue service to the customer in question until the bill is paid in full.

Mr. McGinnis is the only customer we have ever had on file receiving water at the 244 Cap Bottom Road location. He signed a water user contract with the district on June 27, 2012. He paid a \$650.00 Tap fee and the District installed a meter on his property. Whether he rented the property or not, is not our business, nor our obligation to know. He is the responsible person of record.

The Kentucky Penal Code 514.040, states that in any prosecution for theft of gas, water, electricity, or other public service, where the utility supplying the service had installed a meter or other device to record the amount of service supplied, proof that:

(a) The meter or other device has been altered, tampered with, or bypassed in a manner so as to prevent or reduce the recording thereof; or

(b) Service has been, after having been disconnected by the utility supplying service, reconnected without authorization of the utility shall be prima facie evidence of the intent to commit theft of service by the person or persons obligated to pay for service supplied through the meter or other device.

Mr. McGinnis owes North Mercer Water District a total of \$280.79 for water that was illegally used at 244 Cap Bottom Road. Whether he is the person found guilty of the crime is for the courts to decide. He is the responsible person of record for the meter located on his property. If he did not want responsibility of the meter located at his property, he could have requested North Mercer Water District to pull his meter.

Mr. McGinnis has alleged that we should have known there was water being used at his property before we located the issue. The District does a visual inspection of all meters once a year as required by the PSC, not every 6 months as alleged by Mr. McGinnis.

Mr. McGinnis never contacted North Mercer Water District to report that water was still being used on his property. It never happened. We create work orders when our customers call in. We would have checked the property had he ever called.

Mr. McGinnis states that he did not know water was being used at his property, but it was Mr. McGinnis who called the office the day after the meter was pulled from his property to request that the water be turned back on. If he had no idea the water was being stolen than how did he know to call in?

Mr. McGinnis's latest allegations now include accusing the District of refusing him water service at two other locations.

These accusations are again FALSE. Mr. McGinnis has not requested service at 405 Cap Bottom Road. The District has Tony Tingle has the responsible person for the meter located at 405 Cap Bottom Road. Mr. Tingle paid a tap fee of \$650.00 on June 26th, 2003. A meter was installed on Mr. Tingle property at that time.

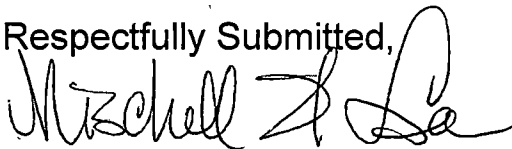
Mr. McGinnis has also stated that the District has refused him service at 3230 Perryville Road. This accusation is again FALSE. The District does not even have an account at that location. I spoke with our Field Supervisor and he says he remembers that we installed a box at that location when the District installed the main line through that area, but there has never been a meter at that location.

I've also entered into record a letter North Mercer Water District's attorney received last week from Mr. McGinnis's attorney. I would like the PSC to be aware that Mr. McGinnis appears to be ready to take legal action against the District. He made claim in his last letter to the PSC that we have caused him harm in an amount of \$18,000.00 he says he would have collected in rental fees.

Mr. McGinnis also alleged that the District refused to give him the water history of his tenants and that he would need a subpoena to obtain those. Again, this allegation is FALSE. Mr. McGinnis never requested such documentation because Mr. McGinnis knows that he chose to keep the water in his name at the 244 Cap Bottom, we have no records of any other user at that location.

In closing, Mr. McGinnis has yet to provide one piece of documentation to substantiate any of his claims.

Respectfully Submitted,



Mischell Lee

General Manager, North Mercer Water District

Mercer, Anderson, and Washington
FOR Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

SHEET NO. _____

North Mercer Water District
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

SHEET NO. _____

RULES AND REGULATIONS

DISCONTINUANCE OF SERVICE BY UTILITY

North Mercer Water District's regulation effective September 23, 1985, relating to discontinuance of service by utility is void.

The Utility may refuse or discontinue service to an applicant or customer, after proper notice, for failure to comply with its rules and regulations or state and municipal rules and regulations, when a customer or applicant refuses or neglects to provide reasonable access to the premises, for fraudulent or illegal use of service, or for nonpayment of bills. If discontinuance is for non-payment of bills, the customer shall be given at least 120 hours [five days] written notice, separate from the original bill, and cut-off shall be effected not less than twenty (20) days after the mailing date of the original bill unless, prior to discontinuance, a residential customer presents to the utility a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may not be effected until the affected resident can make other living arrangements or until not less than thirty (30) days elapse from the date of the Utility's notification. When a dangerous condition is found to exist on the customer's or applicant's premises, the service shall be cut off without notice or refused.

DATE OF ISSUE May 13, 2009
Month / Date / Year

DATE EFFECTIVE _____
Month / Date / Year

ISSUED BY Roy Short
Roy Short (Signature of Officer)

TITLE Chairman, Board of Commissioners,
North Mercer Water District
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
6/25/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By [Signature]
Executive Director

514.040**Note 16**

tended to show plan, scheme, course of conduct or intent on defendant's part to commit offenses for which he was being tried. *Rosenzweig v. Com.* (Ky.App. 1986) 705 S.W.2d 956.

In theft by deception cases no instruction is required on issue of whether intention may be inferred by failure of an accused to subsequently perform a promise. *Com. v. Miller* (Ky. 1978) 575 S.W.2d 467.

514.050 Theft of property lost, mislaid, or delivered by mistake

- (1) Except as provided in KRS 365.710, a person is guilty of theft of property lost, mislaid, or delivered by mistake when:
- He comes into control of the property of another that he knows to have been lost, mislaid, or delivered under a mistake as to the nature or amount of the property or the identity of the recipient; and
 - With intent to deprive the owner thereof, he fails to take reasonable measures to restore the property to a person entitled to have it.
- (2) Theft of property lost, mislaid, or delivered by mistake is a Class A misdemeanor unless the value of the property is three hundred dollars (\$300) or more, in which case it is a Class D felony.

HISTORY: 1992 c 451, § 3, eff. 7-14-92; 1974 c 406, § 121
Kentucky Crime Commission/LRC Commentary

1974:

This section codifies common law theft principles applicable to lost or mislaid property, with the possible exception of the "reasonable measure" provision. The section does not change or modify prior law as to lost or mislaid property. *Commonwealth v. Metcalfe*, 184 Ky 540, 212 SW 434 (1919). Whether "reasonable measures" to restore the property were used is a question for the jury. "Reasonable measures" could include, but not necessarily be limited to, notifying an identified owner or a law enforcement agency.

The KRS 365.710 exception refers to "unsolicited goods" as defined in that statute. As to property delivered by mistake, technical distinctions as to whether "title," "possession," or "mere custody" had passed are not controlling. In *Cooper v Commonwealth*, 110 Ky 123, 60 SW 938 (1901), defendants came into possession of gold coins from a bank by "mutual mistake" of a cashier in making change and failed to return the excess change to the bank. The court held that the defendants could not be guilty of larceny. Such conduct would constitute "theft" under the Code.

Cross References

Receipt of credit or debit card lost, mislaid, or delivered by mistake, with intent to use or transfer, 434.590

Kentucky Administrative Code References

Supplement programs for persons who are aged, blind or have a disability, 921 KAR 2:015

Library References

Larceny ⇨ 16.
Westlaw Topic No. 234.
C.J.S. Larceny § 49.

Notes of Decisions**Knowledge of owner 1****1. Knowledge of owner**

If a person finds property and knows to whom it belongs, or has reasonable grounds to know, and fraudulently converts it to

KENTUCKY PENAL CODE

986

his use, he is guilty of larceny. (Annotation from former KRS 433.220.) *Hester v. Commonwealth* (Ky. 1895) 16 Ky. L. Rptr. 783; 29 S.W. 875.

514.060 Theft of services

- (1) A person is guilty of theft of services when:
- The person intentionally obtains services by deception or threat or by false token or other means to avoid payment for the services which he knows are available only for compensation;
 - The person intentionally obtains wireless communications services or access to services by any of the following means:
 - Unauthorized interception of any electronic serial number, mobile identification number, personal identification number, or like identifying number;
 - Unauthorized interception of any cellular service or personal communications service, as terms may be defined in 47 C.F.R. parts 22 and 24 respectively;
 - Unauthorized interception of any similar telephone service; or
 - Use of deception, threat, or other means to avoid payment for the services which the person knows are available only for charge or compensation; or
 - Having control over or unauthorized access to the use of the services of others to which the person is not entitled, the person intentionally diverts the services to the person's own benefit or the benefit of another not entitled thereto.

(2) Where compensation for services is ordinarily paid immediately upon the rendering of the services, as in the case of hotels and restaurants, refusal to pay or absconding without payment or offer to pay shall be prima facie evidence that the services were obtained by deception as to intention to pay.

(3) In any prosecution for theft of gas, water, electricity, or other public service, where the utility supplying the service had installed a meter or other device to record the amount of service supplied, proof that:

- The meter or other device has been altered, tampered with, or bypassed in a manner so as to prevent or reduce the recording thereof; or
- Service has been, after having been disconnected by the utility supplying service, reconnected without authorization of the utility

shall be prima facie evidence of the intent to commit theft of service by the person or persons obligated to pay for service supplied through the meter or other device.

(4) Theft of services is a Class A misdemeanor unless the value of the service is three hundred dollars (\$300) or more, in which case it is a Class D felony.

HISTORY: 1998 c 568, § 1, eff. 7-15-98; 1992 c 451, § 4, eff. 7-14-92; 1980 c 99, § 1; 1974 c 406, § 122

Kentucky Crime Commission/LRC Commentary

1974:

This section covers a special method of theft not covered by traditional larceny concepts and false pretense statutes because these generally applied only to tangible property. The purpose

THIS WATER USER CONTRACT, made and entered into by and between

Ron McGinnis

Full Names

whose address is 244 Cap Bottom Lane,
Kentucky, hereinafter known and referred to as CUSTOMER, and NORTH
MERCER WATER DISTRICT, of U.S. Highway 127 South, Post Office Box 79,
Salvisa, Mercer County, Kentucky 40372, hereinafter known and referred to
as WATER DISTRICT;

WITNESSETH:

The undersigned customer does hereby agree to purchase water from
the Water District and to pay all initial installation and connection fees,
together with all standard monthly water charges which may be fixed by the
Board of Commissioners of the North Mercer Water District and/or the Public
Service Commission for the Commonwealth of Kentucky. The Customer
agrees to pay each consecutive monthly payment, at all appropriate rates,
for water service, when due, and to further comply with, and be bound by,
the provisions of the policies and/or amendments to the policies of the Water
District, together with such rules and regulations as may, from time to time,
be adopted by the Water District.

The Customer agrees to permit the Water District to lay, maintain,
repair, remove, and disconnect a service line and/or meter, at a point on
Customer's property to be designated by the Water District for each meter.
The Water District shall have the right of ingress and egress over
Customer's property, for the purposes of reading such meter, and repairing,
replacing, removing, and maintaining such meter and appurtenant equipment
thereto.

~~The Customer grants to the Water District a Water Line Easement or
Easements, over and through the lands of the Customer for the construction
and operation of said water line, or extensions thereof, at locations to be
designated by the Water District.~~

The Customer agrees that after the Water District has installed the
water meter, the Customer shall pay the water bill according to applicable
rates and tariffs; provided, however, if Customer does not desire water
service, the Customer shall pay the minimum bill for twelve (12) months, at
least, before the water meter is removed. The Customer agrees to pay the
minimum water bill for twelve (12) months if the water meter, at the request
of the Customer, is not installed. The Customer shall pay all appropriate
charges for removal of the meter and/or reinstallation of the meter and
security devices.

The Customer will install and maintain a service line at his own
expense, which service line shall begin at the water meter and extend to the
dwelling or other portions of Customer's property. The Customer assumes
responsibility for any damage to metering equipment in making such
connection to the meter or water main. The Customer agrees that only one
residence shall be served by each meter.

The Customer agrees that the water meter may be located at any point
along the Customer's property, at the closest point to the existing water
line, or at some other point which is deemed to be most cost effective to the
Water District.

The Customer grants to the Water District the right to inspect all water
lines, and appurtenant facilities, and to draw water samples for analysis.

The Water District agrees to provide to the Customer, potable water at
reasonable pressure and volume, provided, however, the
Customer acknowledges that there is no obligation to provide such water
service, unless a water main has been constructed and installed, adjacent to,
or in proximity with, the property of the Customer, and further no such
service shall be required to be provided until this Contract is executed by
the duly authorized officer of the North Mercer Water District.

The Water District acknowledges receipt of Six Hundred & Fifty ---xx
Dollars (\$ 650.00), to be applied to the initial installation fee, which
total fee will be established by the Board of Commissioners of the Water
District.

This proposal is submitted to the Water District on this the _____ day
of _____, 20 12.

THOMAS M. JONES
ATTORNEY AT LAW
P.O. BOX 10
NORTH MERCER, KY 40362
224-1911

Ron McGinnis
Customer

Customer

This proposal is accepted and this Contract is made on this the 27
day of June, 20 12.

NORTH MERCER WATER DISTRICT

J. Holliday

Please Sign
& Return

331 N. Main St.
Harrodsburg Ky 40330

WATER USER CONTRACT

THIS WATER USER CONTRACT, made and entered into by and between

Tony Tingle

Full Names
405 Cap Bottom Rd.

whose address is _____,
Kentucky, hereinafter known and referred to as CUSTOMER, and NORTH
MERCER WATER DISTRICT, of U.S. Highway 127 South, Post Office Box 79,
Salvisa, Mercer County, Kentucky 40372, hereinafter known and referred to
as WATER DISTRICT;

WITNESSETH:

The undersigned customer does hereby agree to purchase water from
the Water District and to pay all initial installation and connection fees,
together with all standard monthly water charges which may be fixed by the
Board of Commissioners of the North Mercer Water District and/or the Public
Service Commission for the Commonwealth of Kentucky. The Customer
agrees to pay each consecutive monthly payment, at all appropriate rates,
for water service, when due, and to further comply with, and be bound by,
the provisions of the policies and/or amendments to the policies of the Water
District, together with such rules and regulations as may, from time to time,
be adopted by the Water District.

The Customer agrees to permit the Water District to lay, maintain,
repair, remove, and disconnect a service line and/or meter, at a point on
Customer's property to be designated by the Water District for each meter.
The Water District shall have the right of ingress and egress over
Customer's property, for the purposes of reading such meter, and repairing,
replacing, removing, and maintaining such meter and appurtenant equipment
thereto.

The Customer grants to the Water District a Water Line Easement or
Easements, over and through the lands of the Customer for the construction
and operation of said water line, or extensions thereof, at locations to be
designated by the Water District.

The Customer agrees that after the Water District has installed the
water meter, the Customer shall pay the water bill according to applicable
rates and tariffs; provided, however, if Customer does not desire water
service, the Customer shall pay the minimum bill for twelve (12) months, at
least, before the water meter is removed. The Customer agrees to pay the
minimum water bill for twelve (12) months if the water meter, at the request
of the Customer, is not installed. The Customer shall pay all appropriate
charges for removal of the meter and/or reinstallation of the meter and
security devices.

The Customer will install and maintain a service line at his own
expense, which service line shall begin at the water meter and extend to the
dwelling or other portions of Customer's property. The Customer assumes
responsibility for any damage to metering equipment in making such
connection to the meter or water main. The Customer agrees that only one
residence shall be served by each meter.

The Customer agrees that the water meter may be located at any point
along the Customer's property, at the closest point to the existing water
line, or at some other point which is deemed to be most cost effective to the
Water District.

The Customer grants to the Water District the right to inspect all water
lines, and appurtenant facilities, and to draw water samples for analysis.

The Water District agrees to provide to the Customer, potable water at
reasonable pressure and volume, provided, however, the
Customer acknowledges that there is no obligation to provide such water
service, unless a water main has been constructed and installed, adjacent to,
or in proximity with, the property of the Customer, and further no such
service shall be required to be provided until this Contract is executed by
the duly authorized officer of the North Mercer Water District.

The Water District acknowledges receipt of Six Hundred & Fifty ---xx
Dollars (\$ 650.00), to be applied to the initial installation fee, which
total fee will be established by the Board of Commissioners of the Water
District.

This proposal is submitted to the Water District on this the 26th day
of June, 2003.

Tony Tingle
Customer

Customer

This proposal is accepted and this Contract is made on this the 26th
day of June, 2003.

NORTH MERCER WATER DISTRICT

By: J. Handwood

THOMAS M. JONES
ATTORNEY AT LAW
P.O. BOX 178
LAWRENCEBURG, KY 40342
502/839-4527

CURRENS LAW OFFICE PLLC

122 MOORELAND AVE.
HARRODSBURG, KY 40330
Office: 859-734-2185
Fax: 859-

Norrie Clevenger Currens, Attorney
norrie.currens@currenslaw.com

February 2, 2017

Hon. Thomas M. Jones
138 South Main St.
Lawrenceburg, KY 40342

Sent via facsimilie to 502-839-6029

Re: Ronald McGinnis/North Mercer Water District

Dear Mr. Jones,

Thank you for your fax of January 27, 2017 enclosing documents relating to Mr. McGinnis' dispute with the North Mercer Water District (hereinafter "NMWD"). I have now had an opportunity to review those documents with Mr. McGinnis and am hopeful that we can continue to work together toward a resolution of the issues. There are three properties in question. I will discuss each separately below.

244 Cap Bottom Road

Mr. McGinnis is the owner of the property located at 244 Cap Bottom Road. He signed the water use contract with NMWD on June 12, 2012. However, from June 2012 until January, 2014, Mr. Tony Tingle was a tenant at 244 Cap Bottom Road. The water service was paid for during that time by Mr. Tingle. Water service was in Mr. McGinnis' name from January, 2014 until May, 2015 when he requested that the water be turned off at that location. In June, 2015 he notified the NMWD that he had observed that water was still on at that location (his tenants had not yet been evicted). He was assured by NMWD, at that time, that the water

had been turned off. He paid the final bill at that location on July 8, 2015. Mr. McGinnis' tenants were evicted in November, 2015. From that date until March, 2016 there was no one in the home.

In March, 2016, he called and requested that the water be turned back on at 244 Cap Bottom Road. It was then that he was advised that the meter had been tampered with and that water had been stolen. After not having been billed since June 20, 2015, he was billed for 20,500 gallons of water on March 30, 2016. Mr. McGinnis has never been provided with any information to support the amount billed. The information provided to the PSC is incomplete and shows usage at that location during a time when there was no one in the house.

After receiving the March, 2016 invoice, Mr. McGinnis advised that the water was to have been turned off and that he was not responsible for the charges. NMWD has continued to assert that he is responsible for the water usage during that time and even filed criminal charges in Mercer County against Mr. McGinnis for theft of services. Those charges were dismissed.

NMWD has stated in filings with the PSC that it performs inspections of the premises every six months. Please provide the dates and documentation showing that the property was inspected.

807 KAR 5:006 §13 provides as follows:

Section 13. Customer's Request for Termination of Service. (1)(a) A customer who requests that service be terminated or changed from one (1) address to another shall give the utility three (3) working days' notice in person, in writing, or by telephone, if the notice does not violate contractual obligations or tariff provisions.

(b) The customer shall not be responsible for charges for service beyond the three (3) day notice period if the customer provides access to the meter during the notice period in accordance with section 20 of this administrative regulation.

(c) If the customer notifies the utility of his request for termination by telephone, the burden of proof shall be on the customer to prove that service termination was requested if a dispute arises.

(2) Upon request that service be reconnected at a premises subsequent to the initial installation or connection to its service lines, the utility may, subject to subsection (3) of this section, charge the applicant a reconnect fee established in its filed tariff.

(3) A utility desiring to establish a termination or reconnection charge pursuant to subsection (2) of this section shall apply for commission approval of the charge in accordance with the provisions of 807 KAR 5:011, Section 10. (emphasis added)

There is nothing in the Water Use Contract signed by Mr. McGinnis that alters these regulations. Specifically, he did not agree to be responsible for water

charges incurred after his request that the water service be turned off, NMWD does not dispute that Mr. McGinnis requested that the service be turned off in May. Clearly, since they did not bill him for over 9 months they were aware that there was to be no water service at that location.

Accordingly, he is not responsible for the outstanding balance at 244 Cap Bottom Road and his request that service be resumed there should not have been denied. Mr. McGinnis has not been able to rent or otherwise utilize the residence located there as a result of having been denied service. He has lost rental income at that location and the others for what is now approaching one year.

405 Cap Bottom Road

Mr. Tony Tingle was the previous owner of 405 Cap Bottom Road. Mr. McGinnis purchased the property in 2012. When he requested that he be permitted to have water service at that location his request was denied by staff at NMWD because of the outstanding balance due at 244 Cap Bottom Road. Mr. McGinnis has not been able to rent or otherwise utilize the residence located there for that reason and respectfully requests that he be permitted service at this location.

3230 Perryville Road

Mr. McGinnis is also the owner of the property located at 3230 Perryville Road. He has requested service at that location and has been advised by staff at NMWD that he would not be permitted service at that location because of the disputed balance at 244 Cap Bottom Road. Mr. McGinnis has not been able to rent or otherwise utilize the residence located there for that reason and respectfully requests that he be permitted service at this location.

As I mentioned in my previous call this matter needs to be resolved as soon as possible. Mr. McGinnis has been denied service at three locations since March, 2016. He continues to be harmed by the wrongful denial of services.

Sincerely yours,



Norrie Clevenger Currens

Subject: Ronald McGinnis
From: "Norrie Currens" <norrie.currens@currenslaw.com>
Date: 2/6/2017 5:05 PM
To: <jonesthomasm@bellsouth.net>

Mr. Jones,

I just wanted to follow up and make sure you received the letter I forwarded to you last week. I would like to schedule a time for a follow up call on the matter as it is important that we get services to the three properties outlined in the letter. I look forward to hearing from you.

Sincerely yours,

Norrie Currens

Currens Law Office PLLC
Norrie Clevenger Currens, Attorney
122 Mooreland Avenue
Harrodsburg, KY 40330
Office 859-734-2185
Fax 859-734-3581
Cell 859-613-8664

JANUZE, 2017

GIVE READING TO WATER THEFT ORDINANCE

ore
lsburgherald.com

expense of treating them for drug and alcohol dependency.

Shannon Gillespie of Harrodsburg has been named program director. Gillespie has previously worked for Children and Family Counseling Associates.

In other joint jail business, the fiscal court voted to pay Boyle County Fiscal Court \$70,000 for jail operations and transfer \$150,000 to the jail fund.

In other business, the Mercer County Fiscal Court:

Gave first reading to a county ordinance relating to unauthorized use and tampering with water utilities. It's already against the law, said Mischell Lee, general manager of the North Mercer Water District. Tampering and theft of water meters can result in felony charges.

Lee said the district was trying to educate the public.

"We're trying to get people to understand this is a safety issue," Lee said.

People who cut locks or rip out water meters endanger the drinking water of

other users, especially in older areas of the system where there are no backflow preventers.

She said the district deals with six to 10 cases a year.

Lee had a message for water thieves: "We are going to bring these cases to the county attorney when they happen."

Dean advised Lee the District should revise their user agreement to let customers know the penalties.

• Agreed to provide free garbage disposal for the Kentucky Changers, who are sending 275 middle and high school students to work on low income homes throughout Mercer County June 17-23.

• Learned from Sheriff Ernie Kilty that the two vandals who had damaged the Rose Hill election building had been apprehended and that the county would be pursuing restitution.

• Voted against making Anderson-Dean Community Park completely smoke free.

A n d e r s o n - D e a n

Executive Dir Bryant said asked by the pa approach the and the Harro Commission to park smoke smoking is banned parts of the pa policy would ex to the parking lo ing trails.

However, s istrates objecte Magistrate Jack saying there wa policy and no w the ban.

"There's no ing this," Cla "You're invitin your park, ther ning them away

It also bothe istrates that the had not sough input before pro the ban. They mously to opp sure.

The Merc Fiscal Court ar anyone who w make a funding do so by March

Mercer County has agreed with House to create a al drug treatment

y named the er County Day rogram, the pro- begin on Feb. 1, Thomas, execu- of Shepherd's mas said the first ould begin treat- rch 1.

rogram, which D. training, job services and sub- e counseling, will handle up to 60 n it's running at t, Thomas said.

really excit- as said. "This is king."

County Attorney said the program ffered to inmates ounty Detention an alternative to ean said the cost ation is twice the

cer

trip as well. The had been study- overment over-

dents joined with 54 other students from central Kentucky and traveled

cally holds a that confer- ence in the summer but held this special event for the

public transpor besides the sc that was a new

• THURSDAY, FEBRUARY 9, 2017 PAGE 3A

PUBLIC NOTICE

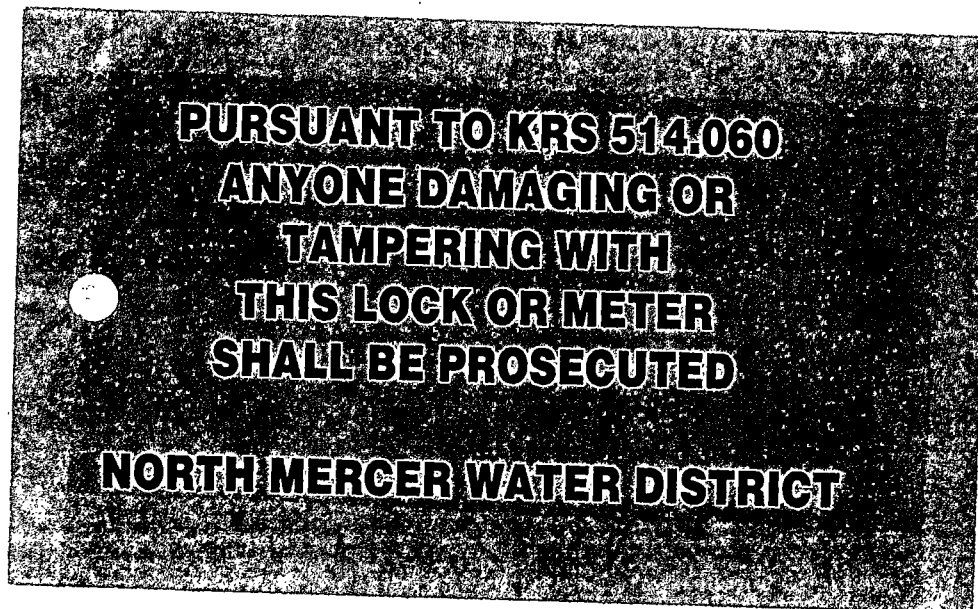
Second reading and adoption of a proposed ordinance relating to unauthorized use of, and tampering with, a water utility related with the North Mercer Water District, will be held on February 28, 2017, at 10:00 am, at the Mercer County Courthouse. A copy of the proposed ordinance is available at the office of the County Judge/Executive during normal business hours.

This Notice is Placed in a Public Place in our office

NORTH MERCER WATER DISTRICT NOTICE

Customers that have been turned off for non-payment, and tamper with the water meter will be prosecuted to the fullest extent of the law and will be charged reconnection fee of 50.00 dollars plus a Re-install meter charge of 50.00 dollars, plus any damage to the meter.

*This tag is attached to every locked meter in our system.
ML*



ORDINANCE NO. 2017-____

**AN ORDINANCE RELATING TO UNAUTHORIZED USE OF, AND
TAMPERING WITH, A WATER UTILITY**

WHEREAS, the North Mercer Water District, which was established by the Mercer Fiscal Court, and which operates in Mercer County, Kentucky and other surrounding counties, has experienced increasing incidents of damaging with water distribution facilities and theft of water and equipment; and,

WHEREAS, the Mercer County Fiscal Court, recognizes the importance of assuring the integrity and safety of this important water resource, and is desirous of taking all appropriate measures to protect the security of this vital utility; and,

NOW, THEREFORE, BE IT ORDAINED by the Fiscal Court of the County of Mercer, Commonwealth of Kentucky, as follows:

Effective with the final adoption and final passage of this Ordinance, no person or entity not specifically authorized by the North Mercer Water District, shall access, modify, use, consume,

break, remove, move, or in any manner, interfere with the normal operation of any public water facilities.

Any person or entity, without such specific authorization from the Water District, who accesses, modifies, uses, consumes, breaks, removes, moves or in any manner interferes with the normal operation of any public water facilities, shall be guilty of a Class A Misdemeanor.

Any person or entity, who has executed a Customer Service agreement, and/or paid a deposit with North Mercer Water District and has an account in his/its name, shall be considered as the responsible party for the payment of water bills, and shall comply with all Water District tariffs, rules and policies.

INTRODUCED, AND GIVEN FIRST READING at a duly convened meeting of the Mercer Fiscal Court, Harrodsburg, Mercer County, Kentucky, held on the 24th day of January, 2017.

Published in the Harrodsburg Herald on

February 9th Feb. 16, 2017.

GIVEN SECOND READING, PASSED, ADOPTED, AND APPROVED by the Fiscal Court of Mercer County, Kentucky, upon motion of Magistrate _____, with second by Magistrate _____, at a duly convened meeting held on the _____ day of _____, 2017.

Milward Dedman
Mercer County Judge/Executive

ATTEST:

Mercer County Clerk