



**Stephen B. Kelley Jr.**

*Pulaski County Judge Executive*  
skelley@pcgovt.com

P.O. Box 712  
Somerset, Ky 42502

**RECEIVED**

**OCT 18 2019**

**PUBLIC SERVICE  
COMMISSION**

October 14, 2019

To Whom It May Concern,

Attached is the response to Appendix A for case number 2019-00250. To the best of my acknowledgement there has been no correspondence with the Pulaski County Judge/Executive regarding the expiration of the terms of Mr. Calder and Mr. Randal Wilson (#5 in Appendix A).

Thank you,

A handwritten signature in black ink, appearing to read "Stephen B. Kelley, Jr.", with a stylized flourish at the end.

Stephen B. Kelley, Jr.

Pulaski County Judge Executive



**ORDINANCES AND RESOLUTIONS  
OF PULASKI COUNTY FISCAL COURT  
THAT ESTABLISHES  
WESTERN PULASKI DISTRICT'S  
TERRITORIAL BOUNDARIES**

# ORDERS

PULASKI COUNTY FISCAL

COURT

Term.

Day, 25TH

Day of MARCH

19 97

COURTHOUSE  
SOMERSET, KY.

THE PULASKI COUNTY FISCAL COURT MET IN REGULAR SESSION TUESDAY MARCH 25, 1997 AT 9:00AM WITH JUDGE LOUIE FLOYD PRESIDING AND THE FOLLOWING MAGISTRATES WERE PRESENT.

MCCLENDON  
COTHRON

WILSON  
HICKS

HANSFORD  
SLAUGHTER

TROXTELL

MOTION MADE BY MAGISTRATE HICKS AND SECONDED BY MAGISTRATE HANSFORD TO ACCEPT MINUTES. MOTION CARRIED.

MOTION MADE BY MAGISTRATE TROXTELL AND SECONDED BY MAGISTRATE HICKS TO ACCEPT 3 TENTHS MILE OF WALLACE COURT FOR MAINTENANCE. MOTION CARRIED.

MOTION MADE BY MAGISTRATE HICKS AND SECONDED BY MAGISTRATE MCCLENDON TO APPROVE RESOLUTION AND APPLY FOR GRANT ON SOMERSET RECYCLING. COPY ATTACHED MOTION CARRIED.

MOTION MADE BY MAGISTRATE MCCLENDON AND SECONDED BY MAGISTRATE TROXTELL TO CLOSE JEFF ROBERTS ROAD. MOTION CARRIED.

MOTION MADE BY MAGISTRATE HICKS AND SECONDED BY MAGISTRATE COTHRON TO BUDGET FOR JAIL. MOTION CARRIED.

MOTION MADE BY MAGISTRATE HICKS AND SECONDED BY MAGISTRATE COTHRON TO ACCEPT A CONTRACT WITH MASON CO. FOR JUVENILES AT \$75.00 PER DAY. MOTION CARRIED.

MOTION MADE BY MAGISTRATE HICKS AND SECONDED BY MAGISTRATE SLAUGHTER TO GET A COPY OF BOUNDARY LINES FOR WESTERN PULASKI WATER DISTRICT. MOTION CARRIED. COPY ATTACHED.

MOTION MADE BY MAGISTRATE TROXTELL AND SECONDED BY MAGISTRATE WILSON TO APPROVE FUND TRANSFER. MOTION CARRIED.

MOTION MADE BY MAGISTRATE TROXTELL AND SECONDED BY MAGISTRATE HANSFORD FOR 5,000 TON OF STONE.

MOTION MADE BY MAGISTRATE HANSFORD AND SECONDED BY MAGISTRATE TROXTELL TO APPROVE ROAD LIST. MOTION CARRIED.

MOTION MADE BY MAGISTRATE HICKS AND SECONDED BY MAGISTRATE WILSON TO APPROVE NUNC-PRO TUNC ON JIM WEAVER BRIDGE. MOTION CARRIED.

MOTION MADE BY MAGISTRATE MCCLENDON AND SECONDED BY MAGISTRATE COTHRON TO GIVE 30 DAYS TO SETTLE THE MINTON ROAD DISPUTE. MOTION CARRIED.

MOTION MADE BY MAGISTRATE MCCLENDON AND SECONDED BY MAGISTRATE HICKS NOT TO RENEW THE OLD CONTRACT WITH I.F. AS WRITTEN. EFFECTIVE 7-1-97. MOTION CARRIED.

MOTION MADE BY MAGISTRATE COTHRON AND SECONDED BY MAGISTRATE HICKS TO ADOPT THE NEW AGREEMENT FROM THE FISCAL COURT AND THE I.F. COPY ATTACHED. MOTION CARRIED.

MOTION MADE BY MAGISTRATE WILSON AND SECONDED BY MAGISTRATE HICKS TO START THE CLOSING OF THE DOUG HALL ROAD. MOTION CARRIED.

MOTION MADE BY MAGISTRATE HICKS AND SECONDED BY MAGISTRATE WILSON TO DECLARE BIG BLUE WEEK STARTING 3-28-97 THRU 4-6-97. MOTION CARRIED.

MEETING ADJOURNED.

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*Western Pulaski County Water District*

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1059 West Hwy. 80  
Somerset, KY 42501  
606-679-1569

March 17, 1997

Judge Charles M. Smith  
Russell County Judge Executive  
Russell County Courthouse  
Russell Springs, KY 42629

Subject: Western Pulaski County Water District Boundaries

Dear Judge Smith:

With the merger of Pulaski County Water District #2, Pleasant Hill Water District and Oak Hill Water Association to form Western Pulaski County Water District, we are requesting that the following legal description be entered into the minutes of the next Russell County Fiscal Court meeting or whatever is necessary to have the boundaries legally recognized by Russell County. Thank you for your help in efficiently serving our customers in Russell County.

Boundary Description for Western Pulaski County Water District Within the Russell County Area

Beginning at the intersection of the Russell County, Pulaski County and Wayne County line boundaries; thence in a southeasterly direction along the Russell County/Wayne County line boundary to the centerline of Lake Cumberland, being also the Russell County/Wayne County line boundary; thence along the centerline of Lake Cumberland to a point at which Wolf Creek meets Lake Cumberland; thence in a northeasterly direction along the centerline of Wolf Creek to a point in the Russell County/Pulaski County line boundary; thence in a southeasterly direction along the Russell County/Pulaski County line boundary to the point of beginning.

If there are any questions please call.

Sincerely,



Ray Garner, Chairman

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*Western Pulaski County Water District*

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1059 West Hwy. 80  
Somerset, KY 42501  
606-679-1569

*Copies for  
your files*

March 17, 1997

Judge Hallice Upchurch  
Wayne County Judge Executive  
Wayne County Courthouse  
Monticello, KY 42633

Subject: Western Pulaski County Water District Boundaries

Dear Judge Upchurch:

With the merger of Pulaski County Water District #2, Pleasant Hill Water District and Oak Hill Water Association to form Western Pulaski County Water District, we are requesting that the following legal description be entered into the minutes of the next Wayne County Fiscal Court meeting or whatever is necessary to have the boundaries legally recognized by Wayne County. Thank you for your help in efficiently serving our customers in Wayne County.

Boundary Description for Western Pulaski County Water District Within the Wayne County Area

Beginning at the intersection of the Russell County, Pulaski County and Wayne County line boundaries; thence in a southeasterly direction along the Wayne County/Pulaski County line boundary to Lake Cumberland; thence along the center line of Lake Cumberland to the point at which Wayne County meets Russell County; thence in a northeasterly direction along the Wayne County/Russell County line boundary to the point of beginning

If there are any questions please call

Sincerely,

*Ray Garner*

Ray Garner, Chairman

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## *Western Pulaski County Water District*

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*1059 West Hwy. 80  
Somerset, KY 42501  
606-679-1569*

March 17, 1997

Judge Louie Floyd  
Pulaski County Judge Executive  
Pulaski County Courthouse  
P.O. Box 712  
Somerset, KY 42502-0712

Subject: Western Pulaski County Water District Boundaries

Dear Judge Floyd:

With the merger of Pulaski County Water District #2, Pleasant Hill Water District and Oak Hill Water Association to form Western Pulaski County Water District, we are requesting that the following legal description be entered into the minutes of the next Pulaski County Fiscal Court meeting or whatever is necessary to have the boundaries legally recognized by Pulaski County. Thank you for your help in efficiently serving our customers in Pulaski County.

### Boundary Description for Western Pulaski County Water District Within the Pulaski County Area

Beginning at the Western Pulaski County Water District master meter vault approximately 3,000' west of KY80 and U.S. 27; thence with the southern right of way of KY80 to Fairground Road including properties on the eastern side of Fairground Road; thence to the corporate boundary of Somerset and thence southerly to Oak Hill Road and along the south side of Oak Hill road including properties south of Oak Hill Road to the corporate boundary; thence along the corporate boundary to Grand Central Road and thence in a southwesterly direction to the intersection of Bourbon Road and Nomans Lane and thence with Kentucky Utilities power line to Sherwood Avenue and thence in southwesterly direction to Bourbon Road; thence continuing in a southerly direction to Lake Cumberland. All of the above to include exceptions of customers currently served.

Continuing along the centerline of Lake Cumberland in a southwesterly direction to a point at which the Pulaski County/Wayne County line boundary lies on the centerline of Lake Cumberland; thence in a southwesterly direction along the Pulaski County/Wayne County line boundary to a point at which the Pulaski County/Wayne County line boundary leaves Lake Cumberland; thence in a northwesterly direction along the Pulaski County/Wayne County line boundary to the intersection of Pulaski County/Wayne County/Russell County line boundaries; thence in a northwesterly direction along the Pulaski County/Russell County line boundary to a point at which Wolf Creek and House Fork Creek intersect; thence in a northerly direction along the centerline of House Fork Creek to a point in the Pulaski County/Casey County line boundary; thence in a northeasterly direction along the Pulaski County/Casey County line boundary to Mintonville, including the Mintonville area; thence in a southeasterly direction along the northern right of way of KY 1676 to Shady Grove; thence continuing southeasterly along KY 1676/King Bee Ridge to the intersection of Rock Lick Creek and Fishing Creek; thence in a southerly direction along the centerline of Fishing Creek to a point at which Fishing Creek intersects Big Clifty Creek; thence in a northeasterly direction along the centerline of Big Clifty Creek to the intersection of Big Clifty and Hines Branch;

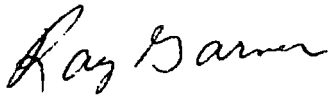
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thence along the centerline of Hines Branch to the western right of way of U.S. 27 at intersection of U.S. 27 and KY 1247 in Norwood.

Continuing in a southerly direction along the western right of way of U.S. 27 to the corporate boundary and continuing in a southeasterly direction crossing the Cumberland Parkway and thence easterly along the southern right of way of the parkway to the point of beginning. All of the above to include exceptions of customers currently served by others

If there are any questions please call.

Sincerely,

A handwritten signature in cursive script that reads "Ray Garner". The signature is written in black ink and is positioned above the typed name.

Ray Garner, Chairman

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March 17, 1987



BY-LAWS, RULES, AND REGULATIONS OF PULASKI COUNTY WATER DISTRICT NO. 2 OF PULASKI, WAYNE, AND RUSSELL COUNTIES, KENTUCKY, AS ADOPTED ON AUGUST 6, 1987.

The Board of Commissioners of Pulaski County Water District No. 2, at a meeting held on the date stated above, adopted the following By-Laws and Regulations:

PART I - BY-LAWS

ARTICLE 1. NAME. The name of the District is set out in the caption hereof. The principal office of this District shall be located at the place indicated below in this Article, but the District may maintain offices and places of business at such other places within the State as the Commissioners may determine.

The principal office and place of business of this District and the place where water bills shall be paid, shall be as follows:

WESTERN PULASKI COUNTY WATER DISTRICT  
1059 WEST HIGHWAY 80  
SOMERSET, KY 42503

ARTICLE 2. SEAL. The Seal of the District shall have inscribed thereon the name of the District and such other inscription as the Commissioners may designate and adopt. The Secretary of the District shall have custody of the Seal. Said Seal is affixed hereto at the place indicated in this Article. (Seal of District)

ARTICLE 3. MEMBERSHIP. The customers are the members of this District. The duties of the members are set out hereinafter.

ARTICLE 4. COMMISSIONERS. The Board of Commissioners (the "Commission") is a body corporate as provided by KRS 74.070 and is created in accordance with and its powers and duties are coincident with applicable Kentucky Statutes. The business and affairs of the District shall be conducted by Commissioners who have been appointed pursuant to statute. In view of the present statutory requirements, that each Commissioner of the District be selected by the County Judge/Executive of the County in which such Commissioner is appointed, the customers at the last monthly meeting held in the year prior to the selection of each Commissioner, may by motion of any customer, adopt a motion recommending the names of three or less members of the District residing in that portion of the District lying in the County from which a Commissioner is to be appointed, for consideration by the County Judge/Executive of such County (with the approval of the Fiscal Court of such County), with the request that one of such members be selected as a Commissioner. If a Commissioner is to be appointed in the succeeding year from each of the Counties in which the District is located, a separate motion shall be adopted and separate recommendations shall be made as to a Commissioner from each County. Such meeting date shall be determined by the provisions of Article 5 of these By-Laws.

ARTICLE 5. MEETINGS. The Commissioners shall meet at least once every three months, or at such other regular time as may be fixed by Resolution of the Commission, and at such other times as necessary to conduct business. The Chairman, Secretary, or any Commissioner may call such meetings by written notice to each member of the Commission, to each local newspaper of general circulation, to each news service and to each local radio or television station which has on file with the Commission a written request to be notified of special meetings of the Commission, in accordance with KRS 61.805-850, mailed or delivered at least 24 hours in advance of such meeting.

ARTICLE 6. OFFICERS. Officers shall be elected annually at the first meeting of the fiscal year, but in the event the election is not so held, officers shall continue to hold office until an election is requested by one of the Commissioners.

ARTICLE 7. VACANCIES. Vacancies of the Commission shall be filled by the County Judge/Executive.

ARTICLE 8. SECRETARY'S DUTY. The Secretary of the Commission shall keep and preserve all documents of the District, including all contracts, plans, specifications, and applications for governmental assistance, shall record the Minutes of proceedings of the Commission and perform all duties customarily performed by a Secretary of a public body.

ARTICLE 9. TREASURER'S DUTY. The Treasurer of the Commission shall pay out the funds of the Commission only upon presentation of warrants signed by the Chairman and countersigned by the Secretary of the Commission. As compensation for his services the Treasurer shall receive an amount fixed by the Commission, not to exceed two hundred dollars (\$200) per year. He shall execute bond to the Commission in an amount fixed by the Commission.

ARTICLE 10. POWERS. The Commission may acquire and install pipe and water laterals, and operate a water system for the district. The Commission shall be a body corporate for all purposes, and may make contracts for the water district with municipalities and persons for a water supply, and for the sale of water and for all other purposes connected with its business. It may prosecute and defend suits, hire necessary employees, including Commissioners, for duties to which their salary limitation herein shall not apply, and do all acts necessary to carry on the work. It may establish and revise a fiscal year. The Commission shall have all powers granted to Water Districts by the Kentucky Revised Statutes including those set out in KRS Chapter 74 and KRS Chapter 106.

ARTICLE 11. RATES. The Commission may establish and revise water rates and make reasonable regulations for the disposition and consumption of water.

ARTICLE 12. DISPOSITION OF ASSETS. In the event the District terminates business by reason of liquidation or sale of its assets, and in the event there is a sum of money remaining after the District has sold its property and paid its debts of every kind including all bonded indebtedness, then such remaining money shall be paid to the Fiscal Court.

ARTICLE 13. MISCELLANEOUS. The Commission may acquire a water line or system operating in the District as provided by KRS 74.100.

ARTICLE 14. CONDEMNATION. The Commission may condemn rights of way as provided in KRS 416.010 to 416.080 and KRS 106.220 and 106.240.

ARTICLE 15. CONSENT OF FmHA REQUIRED TO CHANGE BOUNDARIES. So long as the United States is the owner or insurer of any bonds issued by the District, the Commission will not, without the consent of the Farmers Home Administration, United States Department of Agriculture, take any action with respect to diminishing the territorial limits of the District and will notify the Farmers Home Administration of any proposal or petition to diminish the territorial limits of the District as soon as the Commission has acquired knowledge thereof.

ARTICLE 16. TYPES OF BONDS. The Commission may finance the acquisition and the construction of authorized works of improvement by the issuance of (1) special assessment bonds, (2) revenue bonds, or (3) a combined special assessment and revenue bond, payable primarily from water revenue, supplemented when necessary by special assessments. If the combination special assessment and revenue bond is used, the special assessment will not be levied nor will the lien thereof attach until such time as it is necessary to make up any deficit in the water revenue to meet annual obligations.

ARTICLE 17. REFUNDING BONDS. The Commission may issue refunding bonds as provided by KRS 74.320 and 74.330 and KRS Chapter 106.

ARTICLE 18. TIME RECORDS AS TO DISTRICT EMPLOYEES. The Commission shall keep an account of the time spent by all employees employed on an hourly basis and each item of expense incurred in connection with the District.

ARTICLE 19. FEES AND COMPENSATION OF DISTRICT OFFICERS. As provided in KRS 74.250, the fees of officers for services rendered under KRS Chapter 424 shall be the same as fees now allowed by law for similar services in other cases. Such fees shall be taxed as a part of the costs and paid on order of the court. Fees or compensation for any service not otherwise provided for shall be fixed and paid by the Commission.

ARTICLE 20. AWARD OF CONSTRUCTION CONTRACTS. The Commission shall let construction contracts as provided by KRS 74.260, KRS 74.270, KRS Chapter 106, and KRS Chapter 424.

ARTICLE 21. ARRANGEMENTS FOR WORK AND SERVICES RENDERED TO THE DISTRICT. The Commissioners shall secure personnel to repair and maintain water district property including mains, lines, meters, storage tanks, etc., when necessary, shall secure personnel to read meters and shall secure personnel to bill customers. The Commissioners shall retain an attorney to represent the District, and may enter into contracts for services labor and materials as provided in KRS Chapters 74 and 106, for any of the purposes enumerated therein.

ARTICLE 24. DISTRICT OWNERSHIP OF LINES AND METERS. The District shall own all lines and meters held by or for it, in the absence of a written agreement to the contrary.

ARTICLE 25. ENGINEERING SERVICES; INSPECTIONS AND REPORTS. The Commission shall secure engineering services for an annual engineering inspection and report dealing with operation and maintenance practice if the Commission desires or if so required by any bondholder or the Federal Government as insurer of the bonds.

ARTICLE 26. CONTRACTS FOR SALE OF WATER. The Commission may contract with any person or entity for the sale of water and if such person or entity is metered within the District boundaries, he or it is a customer of the District for such time as he or it pays the District bills pertaining to such metered connection.

ARTICLE 27. RESTRICTIONS ON AMENDMENTS TO BY-LAWS. The By-Laws shall not be amended without the permission of the majority of holders of outstanding bonds, plus the Farmers Home Administration, United States Department of Agriculture, so long as the United States is the owner or insurer of any bonds issued by the District and so long as any of the bonds remain unpaid.

ARTICLE 28. KENTUCKY LAWS INCORPORATED BY REFERENCE. All applicable Kentucky Statutes which now or may hereafter exist are incorporated herein and made a part of these By-Laws, and the Commissioners may use any powers therein contained in addition to those herein set out. Any provisions herein in violation of the Kentucky Revised Statutes which is now or may hereafter be in effect is null and void, the remainder of these By-Laws to continue in full force and effect.

ARTICLE 29. AUDITS. An annual audit on a fiscal year basis will be made of the books and accounts pertinent to said project by competent auditor. No later than 60 days after the close of each fiscal year copies of such audit reports certified by such accountant shall be promptly mailed to the Farmers Home Administration without request and to any bondholder that may have requested same in writing.

**PART II - RULES AND REGULATIONS**

The following rules and regulations are hereby adopted, subject to change by the Water District Commission at any time, subject to approval of the Public Service Commission through the filing of revised tariff sheets with the PSC. These rules and regulations are intended to supplement the Bond Resolution, the Rate Resolution, and the By-Laws.

- A. All taps and connections to the mains of the District shall be made by and/or under the direction and supervision of District personnel.
- B. Water service may be discontinued by the District for, upon 10 days' written notice (except that in the event of a violation under Item 7 below, water service may be terminated immediately), any violation of any rule, regulation, or condition, and especially for any of the following reasons:
  1. Misrepresentation in the application or contract as to the property or fixtures to be supplied or additional use to be made of water.
  2. Failure to report to the District additions to the property or fixtures to be supplied or additional use to be made of water.
  3. Resale of water.
  4. Waste or misuse of water due to improper or imperfect service pipes and/or failure to keep such pipes in a suitable state of repair.
  5. Tampering with meter, meter seal, service, or valves, or permitting such tampering by others.
  6. Connection, cross-connection, or permitting the same, of any separate water supply to premises which receive water from the District.
  7. When a dangerous condition is found to exist on the customer's or applicant's premises, with reference to the continuation of water service, water service shall be cut off without notice or shall be refused, provided the District shall notify the customer or applicant immediately of the reasons for the discontinuance or refusal and the correction action to be taken by the applicant or customer before service can be restored.
- C. Any customer desiring to discontinue the water service to his premises for any reason must give notice of discontinuance in person or in writing at the business office of the District at least three (3) days prior to the date on which the customer desires to discontinue service, and the customer shall not be

- liable for water consumed beyond the date of discontinuance stated in such notice; if such notice in person or in writing is not given, a customer shall remain liable for all water used and service rendered to such premises by the District until such notice is received by the District.
- D. Bills and notices relating to the conduct of the business of the District will be mailed to the customer at the address listed on the user's agreement unless a change of address has been filed in writing with the District; and the District shall not otherwise be responsible for delivery of any bill or notice nor will the customer be excused from the payment of any bill or any performance required in said notice.
- E. 1. Bills for water service are due and payable at the office of the District, or to any designated agent, on the date of issue. The past due date shall be the tenth day after the date of issue. Bills will be dated and mailed on the first day of each month.
2. All bills not paid on or before the past due date shall be deemed delinquent. When a bill has been delinquent for a period of twenty days, the District shall serve a customer a written final notice of said delinquency, and of the intent of the District to discontinue service ten days after the date of such notice unless such bill is paid prior to the expiration of such ten days. If a delinquent bill is not paid within ten days after date of such final notice (thirty days from the past due date), the water supply to the customer may be discontinued without further notice; provided, however, if, prior to discontinuance of service, there is delivered to the District, or to its employee empowered to discontinue service, a written certificate signed by a physician, a registered nurse, or a public health officer that, in the opinion of the certifier, discontinuance of service will aggravate an existing illness or infirmity on the affected premises, service shall not be discontinued until the affected resident can make other living arrangements or until ten (10) days elapse from the time of the District's receipt of said certification, whichever occurs first.
- F. Where the water supply to the customer has been discontinued for non-payment of delinquent bills, a charge of \$35.00 will be made for reconnection of water service, but the reconnection will not be made until all delinquent bills and other charges, if any, owed by the customer to the District have been paid.
- G. The District reserves the right to request that a nominal amount be placed on deposit with the District for the purpose of establishing or maintaining any customer's credit, such amount not to exceed two-twelfths (2/12) of the estimated annual bill of such customer. Upon the payment of such

deposit, the District shall issue to such customer a certificate of deposit, showing the name of the customer, the location of the initial premises occupied by the customer, and the date and amount of the deposit. The District will pay to such customer interest on such deposit at the rate of six percent (6%) per annum, until such deposit is reimbursed to the customer.

- H. All meters shall be installed, renewed, and maintained at the expense of the District, and the District reserves the right to determine the size and type of meter used.
- I. It shall be the policy of the District to test each water meter at least once every 12 months. In addition, upon written request of any customer, the meter serving such customer shall be tested by the District. Such test will be made without charge to the customer if the meter has not been tested within 12 months preceding the requested test; otherwise, a charge of \$2.00 will be made and then only if the test indicates meter accuracy within the limits of 2%.

If a meter is inaccurate in excess of 2%, whether upon periodic testing or upon requested testing, additional tests shall be made at once to determine the average error of the meter, and the adjustments shall be made in the customer's water bills as follows:

1. If the result of such tests shows an average error greater than 2% fast, the customer's bill for the period during which the meter error is known to have existed, shall be recomputed and the account adjusted on the basis of the test. If the period during which the meter error existed cannot be determined, then the customer's bill shall be recomputed for one-half (1/2) of the elapsed time since the last previous test, but in no event to exceed 12 months; provided, however, that if time for the periodic test has overrun to the extent that 1/2 of the time elapsed since the last previous test exceeds 12 months, the refund shall be for the 12 months specified above, plus those months exceeding the periodic test period; provided, further, that such refund may be limited to the 12 month period if failure to make the periodic test was due to causes beyond the control of the District.
2. If the result of such tests shows an average error greater than 2% slow, the customer's bill for the period during which the meter error is known to have existed, shall be recomputed and the account adjusted on the basis of the test. If the period during which the meter error existed cannot be determined, then the customer's bill shall be recomputed for one-half (1/2) of the elapsed time since the last previous test, but in no event to exceed 12 months.

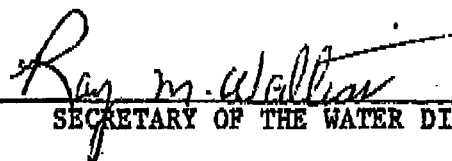


3. If the result of such tests necessitates making a refund or back billing a customer, the customer shall be notified in writing of the percentage of error, fast or slow, the date(s) of testing, and the amount of charge or credit to be shown on the next bill of the customer.
- J. Where a meter has ceased to register, or meter reading could not be obtained, the quantity of water consumed will be based upon an average of the prior six months consumption and the conditions of water service prevailing during the period in which the meter failed to register.
- K. The District shall make all reasonable efforts to eliminate interruption of service and when such interruptions occur will endeavor to reestablish service with the shortest possible delay. When the service is interrupted all consumers affected by such interruption will be notified in advance whenever it is possible to do so.
- L. The District shall in no event be held responsible for any claim made against it by reason of the breaking of any mains or service pipes or by reason of any other interruption of the supply of water caused by the failure of machinery or stoppage for necessary repairs. No person shall be entitled to damages nor for any portion of a payment refunded for any interruption of service which in the opinion of the District may be deemed necessary.
- M. Customers having boilers and/or pressure vessels receiving a supply of water from the District must have a check valve on the water supply line and a vacuum valve on the stream line to prevent collapse in case the water supply from the District is discontinued or interrupted for any reason, with or without notice.
- N. The premises receiving a supply of water and all service lines, meters and fixtures, including any fixtures within said premises, shall at all reasonable hours be subject to inspection by the District.
- O. Piping on the premises of a customer must be so installed that connections are conveniently located with respect to the District lines and mains. The customer shall provide a place for metering which is unobstructed and accessible at all times.
- P. 1. An extension of fifty (50) feet or less to the District's distribution main shall be made without charge (other than the prescribed standard connection charge) for a prospective customer who shall apply for and contract to use service for one (1) year or more and who provides a guarantee for such service.

2. For each extension to the District's distribution main in excess of fifty (50) feet, the District shall require the customer to whose premises such extension is made to deposit with the District the total cost of the excessive footage over fifty (50) feet, based on the average estimated cost per foot of the total extension. Such deposit may be refundable to the customer in certain instances, in accordance with Title 807 KAR 5:066, Section 12(2)(b).
- Q. If any loss or damage to the property of the District or any accident or other injury to persons or property is caused by or results from the negligence or wrongful action of the customer, member of his household, his agent, or employee, as determined by a court of law having jurisdiction over the parties, the cost of the necessary repairs or replacements shall be paid by the customer to the District, and any liability otherwise resulting shall be that of the customer.
- R. Water furnished by the District may be used for domestic consumption by the customer, member of his household, and employees only. The customer shall not sell the water to any other person.
- S. All customers shall grant or convey, or shall cause to be granted or conveyed, to the District a perpetual easement and right of way across any property owned or controlled by the customer wherever said easement or right of way is necessary for the District water facilities and lines so as to be able to furnish service to the customer.
- T. Complaints may be made to the operator of the system whose decision may be appealed to the Commission of the District within ten days; otherwise, the operator's decision will be final.

I, the undersigned Secretary of Pulaski County Water District No. 2, do hereby certify the foregoing to be a true and accurate copy of the By-Laws, Rules, and Regulations of said District as adopted by its Commission.

WITNESS my signature and the Seal of the District this August 6, 1987.

  
SECRETARY OF THE WATER DISTRICT

(Seal of District)

BOOK 69 PAGE 64 (1)

450935



*EXECUTIVE ORDER*

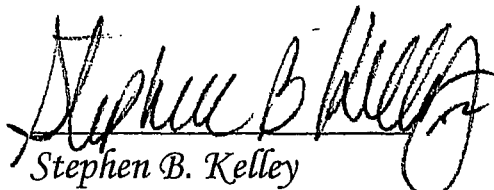
*Stephen B. Kelley  
Pulaski County Judge Executive*

*July 1, 2019*

*RE: Western Water Board Members*

*It appearing to the Pulaski County Fiscal Court that a vacancy exists on the Western Pulaski County Water Districts Board and it further appearing to the court that this vacancy needs to be filled.*

*IT IS THEREFORE ORDERED by the Pulaski County Fiscal Court that Amy Polston be appointed to a four year term to expire June 30, 2023.*

  
*Stephen B. Kelley  
Pulaski County Judge Executive*



*EXECUTIVE ORDER*

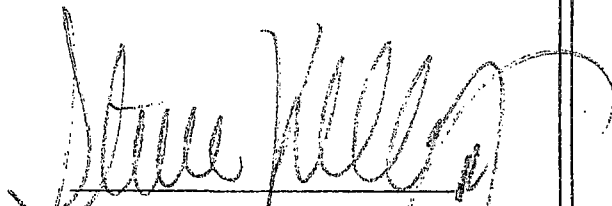
*Stephen B. Kelley  
Pulaski County Judge Executive*

*November 29, 2018*

*RE: Western Water Board Members*

*It appearing to the Pulaski County Fiscal Court that a vacancy exists on the Western Pulaski County Water Districts Board and it further appearing to the court that this vacancy needs to be filled.*

*IT IS THEREFORE ORDERED by the Pulaski County Fiscal Court that Joel Wilson be appointed to a four year term to expire October 4, 2022.*

  
*Stephen B. Kelley  
Pulaski County Judge Executive*

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## EXECUTIVE ORDER

*Stephen B. Kelley, Jr*  
*Pulaski County Judge Executive*

*August 7, 2018*

**RE: *Western Water Board Members***

*It appearing to the Pulaski County Fiscal Court that a vacancy exists on the Western Pulaski County Water Districts Board and it further appearing to the court that this vacancy needs to be filled.*

*IT IS HEREBY ORDERED by the Pulaski County Fiscal Court that Steve Davis be reappointed to a four year term to expire July 11, 2022.*

A large, stylized handwritten signature in black ink, appearing to read "Stephen Kelley, Jr". The signature is written over a horizontal line.

*Stephen B. Kelley, Jr*  
*Pulaski County Judge Executive*

*Executive Order #9224*

298625

*EXECUTIVE ORDER*

*Barty Bullock  
Pulaski County Judge Executive*

*November 24, 2009*

*RE: Western Water Board Members.*

*It appearing to the Pulaski County Fiscal Court that a vacancy exists on the Western Pulaski County Water Districts Board and it further appearing to the court that this vacancy needs to be filled.*

*IT IS THEREFORE ORDERED by the Pulaski County Fiscal Court that Randall Wilson be appointed to a four year term to expire October 4, 2013.*

*Barty Bullock  
Barty Bullock  
Pulaski County Judge Executive*

*Executive Order #9546*

**309861**

**EXECUTIVE ORDER**

*Barty Bullock  
Pulaski County Judge Executive*

*August 25, 2010*

**RE: *Western Water Board Members***

*It appearing to the Pulaski County Fiscal Court that a vacancy exists on the Western Pulaski County Water Districts Board and it further appearing to the court that this vacancy needs to be filled.*

**IT IS HEREBY ORDERED** *by the Pulaski County Fiscal Court that Don Calder be reappointed to a four year term to expire July 11, 2014.*

*Barty Bullock*  
*Barty Bullock*  
*Pulaski County Judge Executive*