

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

WARREN COUNTY WATER DISTRICT)	
)	
COMPLAINANT)	
)	
v.)	CASE NO. 94-290
)	
BOWLING GREEN MUNICIPAL UTILITIES BOARD)	
AND THE CITY OF BOWLING GREEN, KENTUCKY)	
)	
DEFENDANTS)	

O R D E R

This matter arising upon the motion of Siding Sales, Inc., Lynn Osborne and Pamela K. Osborne ("Intervening Complainants"), filed August 22, 1994, for full intervention, and it appearing to the Commission that the Intervening Complainants have special interests which are not otherwise adequately represented, and that such intervention is likely to present issues and develop facts that will assist the Commission in fully considering the matter without unduly complicating or disrupting the proceedings, and this Commission being otherwise sufficiently advised,

IT IS HEREBY ORDERED that:

1. The motion of Intervening Complainants to intervene is granted.

2. Intervening Complainants shall be entitled to the full rights of a party and shall be served with the Commission's Orders and with filed testimony, exhibits, pleadings, correspondence, and

all other documents submitted by parties after the date of this Order.

3. Should Intervening Complainants file documents of any kind with the Commission in the course of these proceedings, they shall also serve a copy of said documents on all other parties of record.

4. Intervening Complainants' complaint, a copy of which is attached hereto, is accepted for filing.

5. Defendants Bowling Green Municipal Utilities Board and the city of Bowling Green shall satisfy the matters complained of or file an answer to the Intervening Complainants' complaint within ten days of the date of service of this Order.

6. The case style of this matter shall be changed to reflect the intervention of Intervening Complainants.

Done at Frankfort, Kentucky, this 9th day of September, 1994.

PUBLIC SERVICE COMMISSION


For the Commission

ATTEST:


Executive Director

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF KENTUCKY**

WARREN COUNTY WATER DISTRICT,)
 COMPLAINANT,)
and)
))
SIDING SALES, INC.,)
LYNN OSBORNE and)
PAMELA K. OSBORNE)
 INTERVENING COMPLAINANTS)
VS.)
))
BOWLING GREEN MUNICIPAL)
UTILITIES BOARD, and THE)
CITY OF BOWLING GREEN,)
KENTUCKY,)
 DEFENDANTS)

RECEIVED

AUG 28 1994

**PUBLIC SERVICE
COMMISSION**

NO. 94-290

RECEIVED

AUG 28 1994

GENERAL COUNSEL

INTERVENING COMPLAINT

Come Siding Sales, Inc., Lynn Osborne and Pamela K. Osborne ("Intervening Complainants") and for their Intervening Complaint herein and state:

JURISDICTION

1. Siding Sales, Inc. is a Kentucky corporation with its address and principal place of business at 587 Lovers Lane, Bowling Green, Kentucky; the Intervening Complainants, Lynn Osborne and Pamela K. Osborne are the owners of a tract of real property leased to Siding Sales, Inc., with their property being located at 587 Lovers Lane, Bowling Green, Kentucky. The property identified above is used for commercial purposes by these Intervening Complainants.

The real property identified above which is owned or leased by the Intervening Complainants, has water service to such property provided by the Warren County Water District and with water being supplied to the Warren County Water District by Bowling Green Municipal Utilities.

2. The Warren County Water District is a duly created instrumentality under the provisions of KRS 74.010 et seq. The Water District is charged with the responsibility of providing water within certain areas of the City of Bowling Green, including water to the property owned or leased by the Intervening Complainants. The water service provided to the property owned or leased by these Intervening Complainants includes the water required for adequate commercial fire protection.

3. Bowling Green Municipal Utilities ("BGMU") is an agency and instrumentality of the City of Bowling Green, Kentucky; BGMU is authorized to do business under the provisions of Section 23-1 et seq. of the Code of Ordinances of the City of Bowling Green and under the provisions of KRS 93.350 et seq. BGMU is charged with the responsibility for the acquisition, administration, maintenance and operations, among other things, of the water facilities of the City of Bowling Green. It is charged with the responsibility of rendering in a fair and equitable manner all water systems of the City of Bowling to all citizens of the City at the lowest possible rates consistent with good business practices and the general welfare of the people. BGMU is the exclusive source of water provided for the customers of the Warren County Water District within the corporate limits of the City of Bowling Green and specifically the property identified above which is owned or leased by the Intervening Complainants.

4. The Public Service Commission of Kentucky has exclusive jurisdiction over the regulation of water service provided by BGMU and the Water District. This jurisdiction extends

to BGMU when contracting for the sale and supply of water to a Public Service Commission regulated water district pursuant to Simpson County Water District v. City of Franklin, Ky. 872 S.W.2d 460 (1994). The Kentucky Public Service Commission has exclusive jurisdiction to determine all issues regarding rates and service and which are the subject of this Intervening Complaint.

STATEMENT OF THE CASE

5. On or about April 2, 1994 the building located on the premises owned by the Intervening Complainants, Lynn Osborne and Pamela K. Osborne, and leased to Siding Sales, Inc., was totally and completely destroyed by a fire. A substantial factor in the total destruction of the place of business owned or leased by the Intervening Complainants was the lack of adequate water supply to the property site in order to provide adequate commercial fire protection. The insufficient water supply was below the minimum standards established for fire protection for commercial property as owned or leased by the Intervening Complainants. The minimum water supply required to supply adequate commercial fire protection was in the amount of 600 gallons of water per minute to be supplied to the property through the water lines operated by the Warren County Water District. The Complainant herein, Warren County Water District, and the Defendant, BGMU, have the duty to provide water to these Intervening Complainants for adequate commercial fire protection at all times material to this Intervening Complaint.

6. That at the time of the creation of the lot owned or leased by these Intervening Complainants and at all times material to this Intervening Complaint, and without knowledge of these Intervening Complainants, inadequate water supplies existed for the above described property in order to maintain adequate commercial fire protection for such property. A copy of

the plat creating the lot which is owned or leased by these Intervening Complainants, appearing at Plat Book 23, Page 44, in the office of the Warren County Clerk, is attached hereto and incorporated by reference herein and marked as Exhibit A.

7. After recordation of the above described plat, the City of Bowling Green approved building permits for the construction of a building located on the property owned or leased by these Intervening Complainants which was ultimately destroyed by fire.

8. That after the destruction of such building by fire, additional building permits were issued by the City of Bowling Green for the construction of a replacement building on the property owned or leased by the Intervening Complainants and such building was completed pursuant to the term of such building permit. The building permit was issued by the City of Bowling Green with a condition that adequate water supply be made available to the property in order to provide adequate commercial fire protection.

9. That BGMU and the Water District have the duty to supply water for adequate commercial fire protection to the property owned or leased by the Intervening Complainants. As of the date of this Intervening Complaint, no adequate water supply for adequate commercial fire protection has been provided to these Intervening Complainants and no construction has been commenced for providing such water for adequate commercial fire protection.

10. That on May 31, 1994, the attorney for the City of Bowling Green gave notice to these Intervening Complainants of the inadequacy of the water supply for adequate commercial fire protection to the described property and verifying that no construction had been commenced to provide such water supply. The letter further notified these Intervening Complainants that the City of Bowling Green would not permit the occupancy of the newly constructed building of these

Intervening Complainants until such time as adequate commercial fire protection was provided to their site. A copy of the notice from the attorney for the City of Bowling Green is attached hereto and incorporated by reference herein and marked as Exhibit B.

11. That these Intervening Complainants have been notified by their casualty and liability insurance carrier that no insurance can be purchased by these Intervening Complainants insuring the subject property until such time as adequate commercial fire protection is provided to such property.

12. That at all times material to this Intervening Complaint, the Warren County Water District provided the water service to the property owned or leased by these Intervening Complainants and with such water being supplied to the Water District by BGMU. The ability of the Water District to supply water for adequate commercial fire protection is wholly dependent upon the availability of the water supplies from BGMU. BGMU has failed and refused, and continues to fail and refuse, to provide such water supplies to the Water District in order to provide adequate commercial fire protection and to allow the occupancy and use of the building constructed by these Intervening Complainants.

13. That the City of Bowling Green, by letter dated April 29, 1994, has offered to share with the Water District the cost of constructing and providing such water lines for adequate commercial fire protection in the area of the property owned by these Intervening Complainants. A copy of the letter from the City of Bowling Green is attached hereto and incorporated by reference herein and marked as Exhibit C.

14. That the Warren County Water District has requested that BGMU provide points of connection for obtaining water supplies adequate to provide commercial fire protection for

these Intervening Complainants and as of the date of this Intervening Complaint no such permission has been granted by BGMU.

15. That by letter dated May 2, 1994, the Warren County Water District requested permission from BGMU to upgrade the water flow to the Lovers Lane area of the City of Bowling Green, which included the property which is owned or leased by these Intervening Complainants; included with the May 2, 1994 letter was a proposed Agreement for providing such service. A copy of the May 2nd letter of the Warren County Water District and its proposed Agreement are attached hereto and incorporated by reference herein and marked as Exhibit D. That by letter dated May 16, 1994 BGMU agreed to allow such water to be supplied but only under the terms of an agreement which BGMU tendered with its letter. A copy of the letter dated May 16, 1994 of BGMU and its proposed agreement are attached hereto and incorporated by reference herein and marked as Exhibit E. Under the terms of the BGMU agreement (tendered to the Warren County Water District with its May 16, 1994 letter), it required the annexation of the territory of Lovers Lane served by the Warren County Water District as a condition to the connection of such services. A dispute therefore existed as between BGMU and the Warren County Water District regarding their respective service areas which prohibited the providing of adequate water supplies to these Intervening Complainants in order to provide them with adequate commercial fire protection.

16. That by letter dated August 18, 1994 from BGMU to the Warren County Water District, BGMU agreed to connect water service to provide adequate commercial fire protection to these Intervening Complainants but only on the condition that rates be adjusted as between BGMU and the Warren County Water District. Service areas no longer appeared to be the issue

between BGMU and the Warren County Water District but an issue existed as to rates. A copy of the August 18, 1994 letter of BGMU is attached hereto and incorporated by reference herein and marked as Exhibit F.

17. No source of water is available to these Intervening Complainants for adequate commercial fire protection other than that provided by BGMU and the Warren County Water District. These Intervening Complainants are entitled to receive water service from BGMU and the Warren County Water District in an amount adequate to provide commercial fire protection under those standards established by the City of Bowling Green in order to allow for the occupancy and use of their commercial building.

18. These Intervening Complainants have filed Civil Action No. 94-CI-00744 in the Warren Circuit Court, Division II, in a case styled **Siding Sales, Inc., et al. v. Bowling Green Municipal Utilities, et al.** and for the relief as prayed therein, a copy of such Complaint is attached hereto and incorporated by reference herein and marked as Exhibit G.

19. That the overlap of service as between the Warren County Water District and Bowling Green Municipal Utilities has created an continues to create an arbitrary and unreasonable circumstance in the providing of adequate water service to all of the public citizens of Bowling Green and which is adversely affecting the general public, including the Intervening Complainants herein. The interest of the public citizens served by the Warren County Water District requires that all citizens of the City of Bowling Green be treated equally to insure the most efficient use of public funds. The Public Service Commission of Kentucky has an obligation to see that BGMU cooperates in all respects to provide water service to all public citizens of Bowling Green in an equitable and cost efficient manner.

WHEREFORE, the Intervening Complainants pray:

- 1. For The Public Service Commission of Kentucky to order BGMU to provide adequate service to the Warren County Water District by permitting it to create a new master metering service point to connect with BGMU's existing line at the intersection of Fruit of the Loom Drive and Lovers Lane in Bowling Green, Warren County, Kentucky, and to provide these Intervening Complainants with a water supply for adequate commercial fire protection; and**
- 2. For an Order of The Public Service Commission of Kentucky ordering and directing the reimbursement of all costs expended by these Intervening Complainants in this action, including their attorneys fees actually incurred.**
- 3. For any and all other relief to which these Intervening Complainants may appear entitled.**

This 19th day of August, 1994.

CATRON, KILGORE & BEGLEY
911 College Street, Suite A
P.O. Box 280
Bowling Green, KY 42102-0280
Telephone: (502) 734-1050

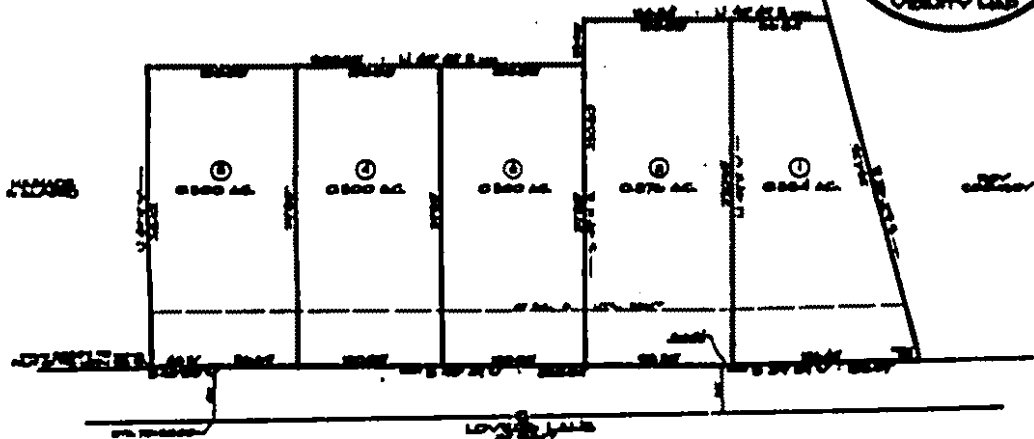
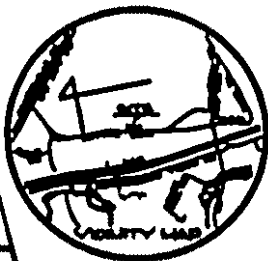
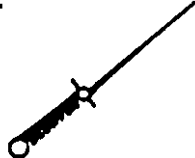
BY:



STEPHEN B. CATRON

Recorded December 18, 1969
R. L. WILSON

NOTICE
LAWSON L. WILSON, JR. DEED BOOK 23
PAGE 44



OWNER & DEVELOPER
LAWSON L. WILSON, JR.
CIVIL ENGINEER
1000 W. 10TH ST.
DENVER, CO. 80202

OWNER
LAWSON L. WILSON, JR.
CIVIL ENGINEER
1000 W. 10TH ST.
DENVER, CO. 80202

**LOVERS LANE
INDUSTRIAL DEVELOPMENT**

M. J. 00-140-00

SECTION 1
I hereby certify that the above is a true and correct copy of the original as shown to me by the applicant and that the same has been compared with the original as shown to me by the applicant and that the same is a true and correct copy of the original as shown to me by the applicant.

SECTION 2
I hereby certify that the above is a true and correct copy of the original as shown to me by the applicant and that the same has been compared with the original as shown to me by the applicant and that the same is a true and correct copy of the original as shown to me by the applicant.

SECTION 3
I hereby certify that the above is a true and correct copy of the original as shown to me by the applicant and that the same has been compared with the original as shown to me by the applicant and that the same is a true and correct copy of the original as shown to me by the applicant.

SECTION 4
I hereby certify that the above is a true and correct copy of the original as shown to me by the applicant and that the same has been compared with the original as shown to me by the applicant and that the same is a true and correct copy of the original as shown to me by the applicant.

SECTION 5
I hereby certify that the above is a true and correct copy of the original as shown to me by the applicant and that the same has been compared with the original as shown to me by the applicant and that the same is a true and correct copy of the original as shown to me by the applicant.

SECTION 6
I hereby certify that the above is a true and correct copy of the original as shown to me by the applicant and that the same has been compared with the original as shown to me by the applicant and that the same is a true and correct copy of the original as shown to me by the applicant.

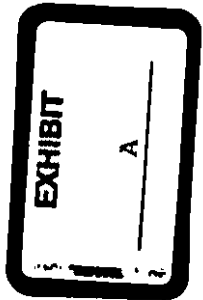
SECTION 7
I hereby certify that the above is a true and correct copy of the original as shown to me by the applicant and that the same has been compared with the original as shown to me by the applicant and that the same is a true and correct copy of the original as shown to me by the applicant.

SECTION 8
I hereby certify that the above is a true and correct copy of the original as shown to me by the applicant and that the same has been compared with the original as shown to me by the applicant and that the same is a true and correct copy of the original as shown to me by the applicant.

SECTION 9
I hereby certify that the above is a true and correct copy of the original as shown to me by the applicant and that the same has been compared with the original as shown to me by the applicant and that the same is a true and correct copy of the original as shown to me by the applicant.

SECTION 10
I hereby certify that the above is a true and correct copy of the original as shown to me by the applicant and that the same has been compared with the original as shown to me by the applicant and that the same is a true and correct copy of the original as shown to me by the applicant.

SECTION 11
I hereby certify that the above is a true and correct copy of the original as shown to me by the applicant and that the same has been compared with the original as shown to me by the applicant and that the same is a true and correct copy of the original as shown to me by the applicant.



SECTION 12
I hereby certify that the above is a true and correct copy of the original as shown to me by the applicant and that the same has been compared with the original as shown to me by the applicant and that the same is a true and correct copy of the original as shown to me by the applicant.

SATTERFIELD AND KAPOGLIS

ATTORNEYS AT LAW

P. O. BOX 9970

BOWLING GREEN, KENTUCKY 42102-4970

318 N. EAST TENTH AVENUE
TELEPHONE (606) 782-1340

DIXIE R. SATTERFIELD
ZACHARY M. KAPOGLIS
H. EUGENE HARMON

GEORGE B. BOSTON
OF COUNSEL
FARGESVILLE (606) 782-2000

May 31, 1994

Hon. Steve Catron
REYNOLDS, CATRON, JOHNSTON & HINTON
310 East Eleventh Avenue
Bowling Green, Kentucky 42101

IN RE: Siding Sales

Dear Steve:

Pursuant to your meeting this morning with Richard Rector, Glen Burns and I, I wanted to reaffirm the position of the City of Bowling Green towards Siding Sales. As we discussed, a building permit was issued to Siding Sales to re-build its industrial facility that burned. This permit was conditional, however, on adequate water being provided to the site and the permit stated that the Certificate of Occupancy would not be issued until adequate water was on site.

To the best of my knowledge, adequate water has not yet been brought to that site, nor has any construction activity started to bring water to the site. Therefore, the City cannot allow your client to occupy that site until adequate water is there.

Once water is at the site or once your client learns of construction activity to bring water on site, please let me know so that we can reevaluate this position. If you have any other questions, let me know.

Very truly yours,



H. Eugene Harmon

HEH:km

cc: Mayor Johnny Webb
Mr. Richard Rector



City of Bowling Green

5-5-94

Post-it™ brand fax transmittal memo 7671 # of pages 1

To	STAN HOPKINS	From	JOE LILES
Co.	BGMU	Co.	WARREN COWATER
Dept.	WATER/SEWER	Phone #	842-2541
Fax #	782-4000	Fax #	781-3299



RECEIVED

MAY 2 1994

WARREN CO. WATER DISTRICT
BOWLING GREEN, KY. 42301

April 29, 1994

Mr. Joe Liles, Manager
Warren County Water District
951 Fairview Avenue
Bowling Green, KY 42101

RE: Lovers Lane Waterline

Dear Joe:

This letter is written as a follow up to our earlier telephone conversation about your cost sharing proposal for the installation of a waterline on Lovers Lane, beginning at the intersection with Fruit of the Loom and extending over to an existing fire hydrant across from the Gra-Tac facility. You have indicated that the total project estimate is \$32,500.

The City of Bowling Green would like to participate with the Warren County Water District on a 50/50 basis to finance this project. It is my suggestion that the water district design and supervise construction. The city will be willing to make either periodic payments or a single payment upon project completion.

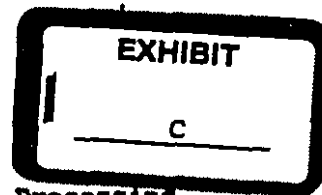
Next week the city will be issuing a conditional building permit to Lynn Osborne to reconstruct his Siding Sales business. A Certificate of Occupancy cannot be issued until the waterline is completed and tested at 600 gallons/minute. Please provide me your estimated completion date.

I appreciate your cooperation in this matter. Bill Hays, Public Works Director, will be the city representative on this project.

Sincerely,

Johnny D. Webb
Mayor

cc: Stanley O. Hopkins, Systems Manager,
Water Sewer Division, BGMU
Kirby Ramsey, Director of Finance and Data Processing



Johnny D. Webb
Mayor

Robbie E. Bond
Commissioner

Joe W. Denning
Commissioner

Carol J. McIvor
Commissioner

John O. Oldham
Commissioner

City Hall
1001 College Street
Post Office Box 430
Bowling Green
Kentucky
42102-0430

502/782-2489
Fax 502/843-5636

JDM185/TXTADM

City of Bowling Green

5-5-94

Post-It™ brand fax transmittal memo 7671		# of pages • 1	
To	STAN HOPKINS	From	JOE LILES
Co.	BGMU	Co.	WARREN COWATER
Dept.	WATER/SEWER	Phone #	842-4541
Fax #	782-4680	Fax #	781-3299



RECEIVED

MAY 2 1994

WARREN CO. WATER DISTRICT
BOWLING GREEN, KY. 42301

April 29, 1994

Mr. Joe Liles, Manager
Warren County Water District
951 Fairview Avenue
Bowling Green, KY 42101

RE: Lovers Lane Waterline

Dear Joe:


This letter is written as a follow up to our earlier telephone conversation about your cost sharing proposal for the installation of a waterline on Lovers Lane, beginning at the intersection with Fruit of the Loom and extending over to an existing fire hydrant across from the Gra-Tac facility. You have indicated that the total project estimate is \$32,500.

The City of Bowling Green would like to participate with the Warren County Water District on a 50/50 basis to finance this project. It is my suggestion that the water district design and supervise construction. The city will be willing to make either periodic payments or a single payment upon project completion.

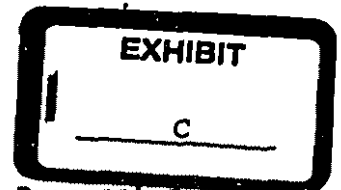
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I appreciate your cooperation in this matter. Bill Hays, Public Works Director, will be the city representative on this project.

Sincerely,


Johnny D. Webb
Mayor

cc: Stanley O. Hopkins, Systems Manager,
Water Sewer Division, BGMU
Kirby Ramsey, Director of Finance and Data Processing



JDW185/TXTADM

Johnny D. Webb
Mayor

Robbie E. Bond
Commissioner

Joe W. Denning
Commissioner

Carol J. McIvor
Commissioner

John O. Oldham
Commissioner

City Hall
1001 College Street
Post Office Box 430
Bowling Green
Kentucky
42102-0430

502/782-2489
Fax 502/843-5636

Warren County Water District

WARREN RECC BUILDING / 951 FAIRVIEW AVE. / P. O. BOX 1118

PHONE 802-842-0052

FAX 802-781-3209

BOWLING GREEN, KENTUCKY 42102-1118

May 2, 1994

MR STANLEY O HOPKINS
SYSTEMS MANAGER
BOWLING GREEN MUNICIPAL UTILITIES
WATER-SEWER DIVISION
PO BOX 10300
BOWLING GREEN KY 42102-7300

Dear Stan:

In accordance with Mayor Webb's letter dated April 29, 1994, the City has requested the Water District to proceed to upgrade the water flow to the Lovers Lane area, as we requested in our letter to you on April 22, 1994. Please do not think we are being pushy concerning the Lovers Lane connection to BGMU, but we have been requested by City officials to move forward with the project as rapidly as possible.

Enclosed is a proposed agreement for your consideration, which would allow us to proceed.

Please let us hear from you as soon as possible.

Sincerely,



Joe Liles
Manager

JL:rb
cc: Mayor Johnny Webb

EXHIBIT

D

WATER PURCHASE CONTRACT

This Contract for the sale and purchase of water, made and entered into on this _____ day of _____, 1994, by and between Bowling Green Municipal Utilities Board, 801 Center Street, Bowling Green, Kentucky, hereinafter called the "SELLER", and Warren County Water District, 931 Fairview Avenue, Bowling Green, Kentucky, hereinafter called the "PURCHASER",

WITNESSETH:

Whereas, the PURCHASER is organized and established under the provisions of Chapter 74 of the Kentucky Revised Statutes for the purpose of constructing and operating a water supply distribution system serving water users within certain areas of Warren County, Kentucky, which particularly includes a portion of Lovers Lane from Cemetery Road to within 1,300' of the intersection of Lovers Lane and Fruit of the Loom Drive; and

Whereas, the City of Bowling Green, Kentucky (City) has annexed a portion of the property along Lovers Lane that is provided water service by the PURCHASER and the City desires to assist the PURCHASER in providing fire flow to the area; and

Whereas, the PURCHASER is now contemplating the installation of additional water distribution facilities along a portion of Lovers Lane which is unserved with potable supply and desires to connect to SELLER'S system at the intersection of Lovers Lane and Fruit of the Loom Drive which will provide the PURCHASER additional water flow and pressure to meet commercial fire flow requirements in accordance with City of Bowling Green Ordinance No. BG84-14; and

Whereas, the SELLER owns and operates a water supply distribution system, and at the request of the PURCHASER, is ready, willing and able to supply treated water to the PURCHASER under terms and conditions hereinafter set forth.

Now, therefore, in consideration of their mutual promises, the parties agree as follows:

1. PURCHASER, at its expense, will install a 6 inch turbine meter at the present terminus of SELLER'S line located on Lovers Lane at the intersection of Fruit of the Loom Drive.

2. The PURCHASER shall annex into the PURCHASER'S service territory along the 1,300' feet of Lovers Lane unserved with potable water between the terminus of the PURCHASER'S existing water main on Lovers Lane and the intersection of Lovers Lane and Fruit of the Loom Drive.

3. PURCHASER shall pay SELLER for the water purchased from SELLER at a wholesale rate established for Westside in keeping with the terms of a Stipulation entered into on October 8, 1976, by the PURCHASER and the SELLER in Civil Action No. 19272, Warren Circuit Court, Division II, Warren County Water District, Plaintiff, versus Bowling Green Municipal Utilities Board and the City of Bowling Green, Kentucky, Defendant, and subsequent Stipulations in that same action.

4. The Seller shall furnish to the PURCHASER at the subject location additional water flow and pressure as may be required by the PURCHASER to meet commercial fire requirements.

This contract has been entered into on behalf of Bowling Green Municipal Utilities by its General Manager, attested by its Secretary, pursuant to a Resolution adopted at a special meeting of the Bowling Green Municipal Utilities Board held _____, 1994, and has been executed on behalf of the

PURCHASER, Warren County Water District, by its Chairman, and attested by its Secretary, pursuant to a Resolution adopted by the Warren County Water District Board at a meeting of the Board held on _____, 1994.

ATTEST:

BOWLING GREEN MUNICIPAL UTILITIES

Secretary

General Manager

CERTIFICATION

The foregoing instrument was acknowledged before me by Bowling Green Municipal Utilities, by and through its General Manager, and his signature attested by its Secretary, this _____ day of _____, 1994.

Commission Expires

Notary Public, State of Kentucky

WARREN COUNTY WATER DISTRICT

ATTEST:

Secretary

Chairman

CERTIFICATION

The foregoing instrument was acknowledged before me by Warren County Water District, by and through its Chairman, and his signature attested by its Secretary, this _____ day of _____, 1994.

Commission Expires

Notary Public, State of Kentucky



ELECTRIC-WATER-SEWER

file copy
**BOWLING GREEN
MUNICIPAL UTILITIES**

801 CENTER STREET
P O BOX 10300
BOWLING GREEN KY 42109-7800
(502) 782-1800
FAX (502) 782-4890

May 16, 1994

Mr. Joe Liles, Manager
Warren County Water District
951 Fairview Ave.
Bowling Green, KY 42101

Dear Joe,

In response to your May 2, 1994 request, BGMU is willing and able to provide the necessary potable water and fire protection for the area on Lovers Lane in question. I am therefore supplying you with the necessary agreement allowing BGMU to obtain that service area and immediately proceed with the construction of a water line of sufficient size to provide for adequate potable water and fire protection service.

BGMU is offering to run this water line at no expense to the City of Bowling Green, since the line in alignment along Lovers Lane coincides with our planned capital improvements project that has been a part of our long range plan for several years.

Your prompt response to this will be appreciated.

Sincerely,


Stanley O. Hopkins, Systems Manager
Water-Sewer Division

cad/LVRSLN

Enclosure

pc: Mayor Johnny Webb
bpc: Bud Strickler, Esq.
Gary Asbury, P.E.

EXHIBIT

E

TRANSFER OF SERVICE AREA AGREEMENT

THIS TRANSFER OF SERVICE AREA AGREEMENT, made and entered into on this ___ day of May, 1994, by and between Bowling Green Municipal Utilities, 801 Center Street, Bowling Green, Kentucky, hereinafter called "BGMU," and the Warren County Water District, 951 Fairview Avenue, Bowling Green, Kentucky, hereinafter called "WCWD,"

WHEREAS, the City of Bowling Green, Kentucky (hereinafter called "CITY"), has annexed a portion of the property along Lovars Lane that is provided water service by WCWD and the City desires for WCWD to provide sufficient water flow and pressure to meet commercial fire flow requirements in accordance with the City of Bowling Green Ordinance No. BG84-14; and

WHEREAS, WCWD is unable to provide sufficient water flow and pressure to meet the commercial fire flow requirements in accordance with the aforementioned ordinance; and

WHEREAS, WCWD desires to transfer a portion of its service area to BGMU on the condition that BGMU provide sufficient water flow and pressure to meet the commercial fire flow requirements in accordance with the aforementioned ordinance; and

WHEREAS, BGMU is ready, willing and able to accept the service boundary area and supply sufficient water flow and pressure to meet the commercial fire flow requirements in accordance with the aforementioned ordinance under the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of their mutual promises,

the parties agree as follows:

1. BGNU, at its expense, will install a water main from its main at the intersection of Fruit of the Loom Drive and Lovers Lane to the northern property line of Siding Sales, Inc., and install fire hydrants at the required intervals, at no cost to the City or to WCWD.

2. BGNU shall annex into BGNU's service territory approximately 2,500 feet of Lovers Lane to the northern property line of Siding Sales, Inc., from the present WCWD-BGMU service area boundary line. The additional service area shall be bound on the south by the existing service area boundary of WCWD on Lovers Lane, on the east by Interstate 65, on the north by a line parallel to the southern service area boundary OF WCWD extending through the northern corner of the real property of Siding Sales, Inc., fronting on Lovers Lane, a distance of approximately 2,500 feet and on the west by the service area boundary of WCWD.

This agreement is made and entered into on behalf of BGMU by its General Manager, attested by its Secretary, pursuant to a resolution adopted at a special meeting of the Board held on _____, 1994, and was executed on behalf of WCWD by its Chairman, attested by its Secretary, pursuant to a resolution adopted at a meeting of the WCWD Board held on _____, 1994.

IN TESTIMONY WHEREOF, the parties hereto have caused their

names to be hereunto affixed on this May __, 1994.

BOWLING GREEN MUNICIPAL UTILITIES

ATTEST:

BY: _____
Eddie Beck, General Manager

Secretary

"BGMU"

STATE OF KENTUCKY)
) SCT.
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me by Bowling Green Municipal Utilities, by and through its General Manager, duly attested by its Secretary.

Notary Public, State of Kentucky at Large

My commission expires:

ATTEST:

WARREN COUNTY WATER DISTRICT

BY: _____
Chairman

Secretary

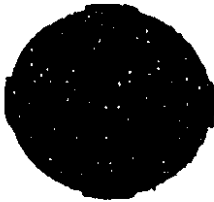
"WCWD"

STATE OF KENTUCKY)
) SCT.
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me by Warren County Water District, by and through its Chairman, duly attested by its Secretary.

Notary Public, State of Kentucky at Large

My commission expires:



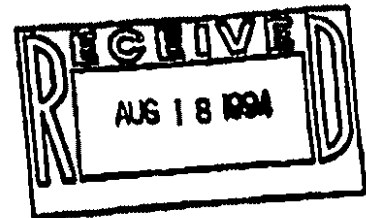
ELECTRIC-WATER-SEWER

**BOWLING GREEN
MUNICIPAL UTILITIES**

801 CENTER STREET
P O BOX 10000
BOWLING GREEN KY 42102-7000
(606) 782-1500
FAX (606) 782-6000

August 18, 1994

HAND DELIVERY



Joe Liles, Manager
Warren County Water District
P. O. Box 1118
Bowling Green, KY 42102-1118

Joe:

In order for Warren County Water District to provide adequate water flow to the Lovers Lane area, particularly Siding Sales, Inc., Bowling Green Municipal Utilities agrees that WCWD may tie on to the existing 10-inch water main per the enclosed contract.

Please respond within 24 hours of receipt of this letter.

Sincerely,

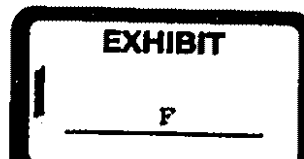
BOWLING GREEN MUNICIPAL UTILITIES

Eddie Beck, General Manager

mtr

Enclosure

copy: Mayor Johnny Webb



AGREEMENT FOR WATER METER

THIS AGREEMENT for providing a water meter to the Warren County Water District, 951 Fairview Avenue, Bowling Green, Kentucky (hereinafter called "WCWD") by the Bowling Green Municipal Utilities, 801 Center Street, Bowling Green, Kentucky (hereinafter called "BGMU") is made and entered into on this ____ day of August, 1994.

WHEREAS, the City of Bowling Green, Kentucky (hereinafter called "CITY") has annexed a portion of the property along Lovers Lane that is provided water service by WCWD, and the CITY desires for WCWD to provide sufficient water flow and pressure to meet domestic and commercial use requirements as well as providing commercial fire flow requirements in accordance with the CITY Ordinance No. B684-14; and

WHEREAS, WCWD is unable to provide sufficient water flow and pressure to meet these requirements with their existing system, in accordance with the aforementioned ordinance; and

WHEREAS, WCWD desires to tie-on to the existing BGMU 10-inch water main.

WHEREAS, BGMU is willing and able to allow this tie-on.

NOW, THEREFORE, in consideration of their mutual promises the parties agree as follows:

(1) BGMU will allow the WCWD to install at its expense a water meter of the fire flow/fire service-type of sufficient size to meet the flow estimated by the WCWD. Such flow rate not to exceed 1,000 gpm during normal non fire suppression use by the WCWD.

(2) WCWD agrees to pay for the installation of the metering arrangement and to pay for water through that meter at the same "inside city rate" in accordance with the attached schedule of rates currently ,

in effect. The rate paid by WCWD in the future shall be the same rate charged by BGMU to all of its other water customers and the rate paid by the WCWD shall be adjusted at the time the rates charged to all other customers of BGMU are adjusted. On a daily and monthly basis the volume through said meter will be added to the aggregate total volume contracted for under the Westside Water District contracts in determining the Westside Water District 2.5 million gallons per day and the 77.5 million gallons per month maximum allowable.

(3) WCWD further agrees to dismiss its Complaint filed before the Public Service Commission of Kentucky dated August 1, 1994 styled Warren County Water District v. Bowling Green Municipal Utilities and the City of Bowling Green.

(4) It shall be the obligation of the WCWD to obtain Public Service Commission approval of this agreement, if it is required.

WARREN COUNTY WATER DISTRICT

By _____

Attest:

BOWLING GREEN MUNICIPAL UTILITIES

By _____

Attest:

BOWLING GREEN MUNICIPAL UTILITIES

801 Center Street 782-1220
Bowling Green, Kentucky



Water and Sewer Rates

Effective June 1, 1992

Cubic Feet/Month	WATER RATES		SEWER RATES	
	INSIDE CITY	OUTSIDE CITY	INSIDE CITY	OUTSIDE CITY
Fixed Rate - \$/Bill			\$ 2.37	\$ 2.37
Consumption Rate				
First 0, Minimum Bills			1.46	2.05
First 100, Minimum Bills			2.47	3.46
First 200, Minimum Bills			3.47	4.46
First 300, Minimum Bills	\$ 4.14	\$ 5.79	4.48	6.27
Next 1,700 per 100 cu. ft.	1.41	1.96	2.38	3.33
Next 3,000 per 100 cu. ft.	1.31	1.84	2.19	3.07
Next 20,000 per 100 cu. ft.	1.27	1.78	2.18	3.06
Next 25,000 per 100 cu. ft.	0.79	1.11	1.05	1.46
Next 50,000 per 100 cu. ft.	0.67	0.93	1.05	1.46

The water charges are subject to a combined rate of 9.18% for school and sales tax. The sewer charges are subject to a 6% sales tax. Residential and various non-profit organizations are exempt from sales tax only.

(a) There shall be and they are established, effective June 1, 1992, monthly rates and charges for use of and services rendered by the combined and consolidated municipal water works and sewerage system of the city which shall be paid by the owner or occupant of each and every residential, commercial and industrial establishment or other property, building and structure of any kind connected with and being served by said combined and consolidated system. The rates and charges shall be computed and billed monthly and such rates and charges shall be as above.

(b) All owners and occupants of houses, apartments, hotels, motels, manufacturing or commercial establishments, or buildings of any kind situated upon lots abutting upon any street, alley or easement within the city accessible to the sanitary sewerage system shall connect therewith under such regulations as the city has heretofore established or may hereafter establish by ordinance, and failure to do so is hereby declared to be unlawful and to constitute a nuisance injurious to the health of the residents of the city.

(c) Where more than twenty percent (20%) of the water used by the owner or occupant of any building during the year does not flow into the sanitary or combined sewer, the percent in excess of twenty percent (20%) shall be excluded from the calculation of sewer charges herein provided. The governing body of the city or the Water and Sewer Division at BGMU in charge of the supervision, management and operation of the combined and consolidated municipal waterworks and sewerage system may determine in such manner as may be found practical the amount of water entering the sewerage system and the rental or charge for sewer service may be based thereon.

(d) Water, sewer, and sanitation services once discontinued to the customer for failure to pay for said services shall not be reinstated until the account is paid in full and a reconnecting charge is paid for in full. The reconnecting charge shall be ten dollars (\$10.00), if same can be performed during regular working hours. Should the reconnecting service be required other than regular working hours, the charge shall be twenty dollars (\$20.00).

(e) A credit or discount against the basic monthly water and sewer rates of 10% of such basic rate shall be allowed to residential customer with respect to the first seven units of water and/or sewer used in any month where the aggregate income of the customer and all other members of the household is less than Twelve Thousand Dollars per year. No such discount shall be allowed unless the customer has made written application therefore and has furnished to Bowling Green Municipal Utilities such information as it may require under regulations adopted by it. Application for the discount is required to be renewed in June of each year.

(collectively referred to as "Osborne"). The real property identified above which is owned by Osborne and leased to Siding Sales, together with any and all improvements located thereon, may also be referred to herein as "the Property". That at all times material to this Verified Complaint, the property which is the subject hereof was located within the corporate limits of the City of Bowling Green.

2. That Bowling Green Municipal Utilities ("BGMU") is an agency and instrumentality of the City of Bowling Green, Kentucky ("City of Bowling Green"); that BGMU is authorized to do business under the provisions of Section 23-1 et seq. of the Code of Ordinances of the City of Bowling Green and under the provisions of KRS 96.350 et seq. That Bowling Green Municipal Utilities is charged with the responsibility for the acquisition, administration, maintenance and operation of all of the electric, water and sewage plants and facilities of the City of Bowling Green. That it is charged with the responsibility of rendering in a fair and equitable manner all water systems of the City of Bowling Green to all citizens of the City at the lowest possible rates consistent with good business practice and the general welfare of the people. That it provides the exclusive source of water provided for the customers of the Warren County Water District within the corporate limits of the City of Bowling Green.

3. That the Warren County Water District ("Water District") has been duly created under the provisions of KRS 74.010 et seq. The Water District is charged with the responsibility of providing water within certain areas of the City of Bowling Green, including providing water to the Property. That the water service provided to the Property includes that water required for adequate commercial fire protection.

(collectively referred to as "Osborne"). The real property identified above which is owned by Osborne and leased to Siding Sales, together with any and all improvements located thereon, may also be referred to herein as "the Property". That at all times material to this Verified Complaint, the property which is the subject hereof was located within the corporate limits of the City of Bowling Green.

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3. That the Warren County Water District ("Water District") has been duly created under the provisions of KRS 74.010 et seq. The Water District is charged with the responsibility of providing water within certain areas of the City of Bowling Green, including providing water to the Property. That the water service provided to the Property includes that water required for adequate commercial fire protection.

4. That the City of Bowling Green is a duly created city under the provisions of Kentucky law. That Bowling Green Municipal Utilities is an agency and instrumentality of the City of Bowling Green as set forth under paragraph 2 of this Verified Complaint . That the City of Bowling Green is charged with the responsibility, acting by and through its fire department, for enforcing or certifying compliance with certain fire safety standards for the City of Bowling Green, including the maintenance of minimum water supplies needed to supply adequate commercial fire protection for the citizens of the City of Bowling Green, including the Property.

COUNT I

1. That on or about April 2, 1994, the building located on the premises owned by the Plaintiffs Osborne and leased to Siding Sales, which constituted the principal place of business of Siding Sales and which was located at 587 Lovers Lane, was totally and completely destroyed by a fire. That a substantial factor in the total destruction of the place of business owned or leased by the Plaintiffs herein was the insufficient water supply available to the property site in order to provide minimum commercial fire protection. That such insufficient water supply was below the minimum standards established for commercial fire protection for businesses located within the area of the Property. That the minimum water supply needed to supply such adequate fire protection was in an amount of 600 gallons of water per minute to be supplied to the Property. That the Defendants herein, either jointly or severally, have the duty to provide such water to these Plaintiffs for commercial fire protection at all times material to this Verified Complaint .

2. That at the time of the creation of the lot which is owned or leased by the Plaintiffs herein and which is the subject of this action, and at all times material to this Verified Complaint , inadequate water supplies existed for the site in order to maintain adequate commercial fire

protection for such property. That at all times material to this Verified Complaint, the Defendants herein had knowledge or should have had knowledge of the inadequate water supply for supplying commercial fire protection to the property owned or leased by these Plaintiffs. That a copy of the plat creating the lot which is owned or leased by these Plaintiffs, appearing at Plat Book 23, Page 44, in the office of the Warren County Clerk, is attached hereto and incorporated by reference herein and marked as Exhibit 1. That such plat contains the approvals of the City of Bowling Green, acting by and through its fire department, and of the Water District, signifying that the lots could be created for an industrial development in spite of the absence of water supplies for adequate commercial fire protection and in contravention of those standards for adequate water supplies in order to provide adequate commercial fire protection.

3. That thereafter, the City of Bowling Green approved building permits for the construction of the building located on the property owned or leased by these Plaintiffs for the construction of that building which was ultimately destroyed by fire and which is set forth above.

4. That after the destruction of such building by fire, additional building permits were issued by the City of Bowling Green for the construction of the replacement building on the property owned or leased by these Plaintiffs and such building was completed pursuant to the terms of such building permit. That this building permit was issued with a condition that adequate water supply would be made available to the Property in order to provide adequate commercial fire protection.

5. That the Defendants BGMU and the Water District have the duty to provide adequate water supplies for adequate commercial fire protection to the Property. That as of the date of this Verified Complaint no adequate water supply for adequate commercial fire protection

has been provided to these Plaintiffs and no construction has been commenced for providing water for such adequate commercial fire protection.

6. That on May 31, 1994 the attorney for the City of Bowling Green gave notice to these Plaintiffs of the inadequacy of the water supply for adequate commercial fire protection, that no construction had commenced to provide such water supply and that the City of Bowling Green will not permit the occupancy of the newly constructed building of these Plaintiffs until such time as adequate water for commercial protection was provided to their site. A copy of the notice from the attorney for the City of Bowling Green is attached hereto and incorporated by reference herein and marked as Exhibit 2.

7. That at all times material to this Complaint the Water District provided the water service to the Property and with such water being supplied to the Water District by BGMU. That the ability of the Water District to supply such water supply adequate for commercial fire protection is dependent upon the availability of such water supply from BGMU. That these Defendants have failed and refused, and continue to fail and refuse, to provide such water to the Property in order to provide adequate commercial fire protection and to allow for the occupancy and use of the building constructed by these Plaintiffs.

8. That the City of Bowling Green by letter dated April 29, 1994 offered to share with the Water District the cost of constructing and providing such water lines for adequate commercial fire protection in the area of the property owned by these Plaintiffs. A copy of such letter is attached hereto and incorporated by reference herein and marked as Exhibit 3.

9. That BGMU has refused to approve the request of the Water District to install a new master metering point near the Property and which will provide adequate water supplies for

adequate commercial fire protection.

10. That the Defendants BGMU and the Water District have failed and refused and continue to fail and refuse to provide water to these Plaintiffs' property sufficient to provide adequate commercial fire protection.

11. That no source of water is available to these Plaintiffs for adequate commercial fire protection other than from the Defendants herein. That these Plaintiffs are entitled to water service from these Defendants in an amount adequate to provide adequate commercial fire protection, under those standards established by the City of Bowling Green, in order to allow for the occupancy and use of their commercial building.

12. These Plaintiffs have no adequate remedy at law or in equity to protect their rights in this situation other than to request of this Court the relief sought by this Verified Complaint .

13. That these Plaintiffs are entitled to a temporary and permanent injunction enjoining these Defendants to provide water supplies to the Property in order to provide adequate commercial fire protection for their buildings and improvements located upon such property and to permit the occupancy and use of such Property by the Plaintiffs.

COUNT II

1. That all of the allegations set forth in Count I of this Verified Complaint are incorporated herein by reference as if copied in full.

2. That at all times material to this Verified Complaint , the Plaintiffs agreed to purchase from the Defendant Water District, and the Water District agreed to sell to these Plaintiffs, water for the use by these Plaintiffs in the occupancy and use of their property. That as a condition to the supplying of such water, the Defendant Water District agreed to supply such

water in amounts adequate for the occupancy and use of the Property, including a supply of water to meet adequate commercial fire protection standards applicable to the Property.

3. That the Defendant Water District has failed and refused to provide such adequate fire protection to the Plaintiffs and has breached such contract for supplying water, and all to the damage to these Plaintiffs in an amount exceeding the minimum dollar amount necessary to establish the jurisdiction of this Court.

COUNT III

1. That all of the allegations set forth in Count I and Count II of this Verified Complaint are incorporated herein by reference as if copied in full.

2. That as a direct and proximate result of the action of the City of Bowling Green, acting by and through its fire department, in approving the creation of the lot as set forth in Exhibit 1 to this Verified Complaint without an adequate supply of water available to these Plaintiffs to provide adequate commercial fire protection, the act constituted a careless, reckless and negligent act of this Defendant. That as a direct and proximate result of such negligence the property of these Plaintiffs was destroyed by fire and they have been unable to occupy their place of business constructed in replacement of that structure destroyed by fire.

3. That as a direct and proximate result of such negligence, these Plaintiffs have been damaged in an amount exceeding the minimum dollar amount necessary to establish the jurisdiction of this Court.

COUNT IV

1. That all of the allegations set forth in Count I, Count II and Count III of this Verified Complaint are incorporated herein by reference as if copied in full.

2. That the failure of these Defendants to supply water to the Plaintiffs for adequate commercial fire protection to their property constitutes a careless, reckless and negligent act of these Defendants.

3. That as a direct and proximate result of the negligent acts of these Defendants in providing such adequate water supply, these Plaintiffs have sustained damages in an amount exceeding the minimum dollar amount necessary to establish the jurisdiction of this Court.

COUNT V

1. That all of the allegations set forth in Count I, Count II, Count III and Count IV of this Verified Complaint are incorporated herein by reference as if copied in full.

2. That the acts of the Defendants herein were willfully, unlawfully and knowingly done, by reason of which the Plaintiffs are entitled to exemplary or punitive damages in an amount in excess of the dollar amount necessary to establish the jurisdiction of this Court.

COUNT VI

1. That all of the allegations set forth in Count I, Count II, Count III, Count IV and Count V of this Verified Complaint are incorporated herein by reference as if copied in full.

2. That the actions of these Defendants in not providing adequate water supplies sufficient to provide adequate commercial fire protection to these Plaintiffs has resulted in a taking of these Plaintiffs' private property without just compensation and in contravention of Fifth Amendment to the United States Constitution and the Section 13 of the Kentucky Constitution.

WHEREFORE, these Plaintiffs pray:

1. For a judgement of this Court granting a temporary and permanent injunction

enjoining the Defendants, Bowling Green Municipal Utilities and the Warren County Water District, to design, construct and activate those facilities required to supply the Plaintiffs with a water supply sufficient to meet their needs in the occupancy and use of their property as described in this Verified Complaint, including a water supply adequate to provide commercial fire protection to their property to the standards applicable to their property.

2. For a judgment against the Defendants, jointly and severally, in an amount in excess of the minimum dollar amount necessary to establish the jurisdiction of this Court and as set forth above.

3. For a judgment awarding exemplary or punitive damages against the Defendants, jointly and severally, in an amount which exceeds the dollar amount necessary to establish the jurisdiction of this Court.

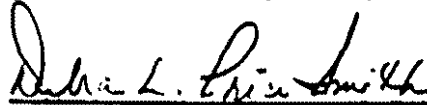
4. For a judgment awarding to the Plaintiffs their attorney's fees incurred in this action.

5. For any and all other relief to which these parties may appear entitled, including pre and post judgment interest, and the costs of this action, and a trial by jury.

This 12th day of August, 1994.

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF WARREN)

SUBSCRIBED AND SWORN TO before me this 12th day of August, 1994, by Lynn Osborne.

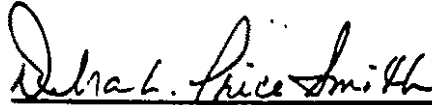


NOTARY PUBLIC

My Commission Expires: 4-1-97

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF WARREN)

SUBSCRIBED AND SWORN TO before me this 12th day of August, 1994 by Pamela K. Osborne.



NOTARY PUBLIC

My Commission Expires: 4-1-97

SATTERFIELD AND KAPOGLIS

ATTORNEYS AT LAW

P. O. BOX 8970

BOWLING GREEN, KENTUCKY 42102-4970

313 EAST TENTH AVENUE
TELEPHONE (502) 782-1340

DIKE R. SATTERFIELD
ZACHARY M. KAPOGLIS
H. EUGENE HARMON

GEORGE B. BOYTON
OF COUNSEL

FACSIMILE (502) 782-2007

May 31, 1994

Hon. Steve Catron
REYNOLDS, CATRON, JOHNSTON & HINTON
310 East Eleventh Avenue
Bowling Green, Kentucky 42101

IN RE: Siding Sales

Dear Steve:

Pursuant to your meeting this morning with Richard Rector, Glen Burns and I, I wanted to reaffirm the position of the City of Bowling Green towards Siding Sales. As we discussed, a building permit was issued to Siding Sales to re-build its industrial facility that burned. This permit was conditional, however, on adequate water being provided to the site and the permit stated that the Certificate of Occupancy would not be issued until adequate water was on site.

To the best of my knowledge, adequate water has not yet been brought to that site, nor has any construction activity started to bring water to the site. Therefore, the City cannot allow your client to occupy that site until adequate water is there.

Once water is at the site or once your client learns of construction activity to bring water on site, please let me know so that we can reevaluate this position. If you have any other questions, let me know.

Very truly yours,



H. Eugene Harmon

HEH:km

cc: Mayor Johnny Webb
Mr. Richard Rector

EXHIBIT

2

City of Bowling Green

5-5-94

Post-it™ brand fax transmittal memo 7671 # of pages 1

To	STAN HOPKINS	From	JOE LILES
Co.	BGMIL	Co.	WARREN COWATER
Dept.	WATER/SEWER	Phone #	842-4541
Fax #	792-4000	Fax #	791-3299



RECEIVED

MAY 2 1994

WARREN CO. WATER DISTRICT
BOWLING GREEN, KY 42101

April 29, 1994

Mr. Joe Liles, Manager
Warren County Water District
981 Fairview Avenue
Bowling Green, KY 42101

RE: Lovers Lane Waterline

Dear Joe:

This letter is written as a follow up to our earlier telephone conversation about your cost sharing proposal for the installation of a waterline on Lovers Lane, beginning at the intersection with Fruit of the Loom and extending over to an existing fire hydrant across from the Gra-Tac facility. You have indicated that the total project estimate is \$32,500.

The City of Bowling Green would like to participate with the Warren County Water District on a 50/50 basis to finance this project. It is my suggestion that the water district design and supervise construction. The city will be willing to make either periodic payments or a single payment upon project completion.

Next week the city will be issuing a conditional building permit to Lynn Osborne to reconstruct his Biding Sales business. A Certificate of Occupancy cannot be issued until the waterline is completed and tested at 600 gallons/minute. Please provide me your estimated completion date.

I appreciate your cooperation in this matter. Bill Hays, Public Works Director, will be the city representative on this project.

Sincerely,

Johnny D. Webb
Mayor

pc: Stanley O. Hopkins, Systems Manager,
Water Sewer Division, BGMU
Kirby Ramsey, Director of Finance and Data Processing

JDW185/TXTADM

Johnny D. Webb
Mayor

Robbie E. Bond
Commissioner

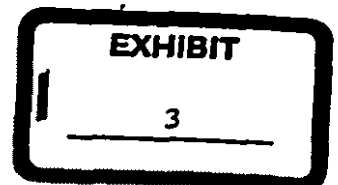
Joe W. Denning
Commissioner

Carol J. McIvor
Commissioner

John O. Oldham
Commissioner

City Hall
1001 College Street
Post Office Box 430
Bowling Green
Kentucky
42102-0430

502/782-2489
Fax 502/843-5636



City of Bowling Green

5-8-94

Post-it™ brand fax transmittal memo 7871 # of pages 1

To	STAN HOPKINS	From	JOE LILES
Co.	BGMU	Co.	WARREN COWATER
Dept.	WATER/SEWER	Phone #	842-2541
Fax #	782-4000	Fax #	781-3299



RECEIVED

MAY 2 1994

WARREN CO. WATER DISTRICT
BOWLING GREEN, KY 42301

April 29, 1994

Mr. Joe Liles, Manager
Warren County Water District
951 Fairview Avenue
Bowling Green, KY 42101

RE: Lovers Lane Waterline

Dear Joe:

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The City of Bowling Green would like to participate with the Warren County Water District on a 50/50 basis to finance this project. It is my suggestion that the water district design and supervise construction. The city will be willing to make either periodic payments or a single payment upon project completion.

Next week the city will be issuing a conditional building permit to Lynn Osborne to reconstruct his Siding Sales business. A Certificate of Occupancy cannot be issued until the waterline is completed and tested at 600 gallons/minute. Please provide me your estimated completion date.

I appreciate your cooperation in this matter. Bill Hays, Public Works Director, will be the city representative on this project.

Sincerely,

Johnny D. Webb
Mayor

pc: Stanley O. Hopkins, Systems Manager,
Water Sewer Division, BGMU
Kirby Ramsey, Director of Finance and Data Processing

EXHIBIT
3

- Johnny D. Webb
Mayor
- Robble E. Bond
Commissioner
- Joe W. Denning
Commissioner
- Carol J. McIvor
Commissioner
- John O. Oldham
Commissioner

City Hall
1001 College Street
Post Office Box 430
Bowling Green
Kentucky
42102-0430

502/782-2489
Fax 502/843-5636

JDW185/TXTADM