

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION)
WOOD CREEK WATER DISTRICT)
PURSUANT TO 807 KAR 5:071, SECTION 7(4)) Case No. 2017-00307
FOR APPROVAL OF PROPOSED)
INSPECTION PROCEDURES)

APPLICATION

Pursuant to 807 KAR 5.071, Section 7(4), Wood Creek Water District (“Wood Creek”) applies to the Public Service Commission for an Order approving its proposed procedures for the inspection of its sewage collection and treatment operations that will permit inspections of certain mechanical equipment and facilities on a non-daily basis.

In support of its Application, Wood Creek states:

Introduction

1. The full name and post office address of Wood Creek is: Wood Creek Water District, Post Office Box 726, London, Kentucky 40743-0726. Its e-mail address is dewaynelewis@woodcreekwater.org.
2. Wood Creek is not a corporation, limited liability company or limited partnership. It has no articles of incorporation or partnership agreements.
3. Wood Creek is a water district was created and is existing pursuant to the provisions of Chapter 74 of the Kentucky Revised Statutes, for the purpose of construction and operating a waterworks and sewage collection system serving customers.
4. Laurel County Court created Wood Creek Water District pursuant to an Order entered June 2, 1964. A copy of this Order is attached at Exhibit 1 of this Application. On August

13, 2001, the Wood Creek Water District, Wastewater Division was created. A copy of the Tariff filed with the Public Service Commission is attached as Exhibit 2 of this Application.

5. Copies of all orders, pleadings and other communications related to this proceeding should be directed to:¹

Larry G. Bryson
318 W. Dixie Street
London, Kentucky 40741
(606) 878-7123
lgbryson@windstream.net

Dwayne Lewis
Wood Creek Water District
P.O. Box 726
London, Kentucky 40743-0726
(606)878-9420
dewaynelewis@woodcreekwater.org

6. Wood Creek's Board of Commissioners, which manages Wood Creek's business and affairs pursuant to KRS 74.070(2), has authorized the filing of this application. A copy of its Resolution authorizing this Application is attached at Exhibit 3 of this Application.

Wood Creek's Sewer Operations

7. Wood Creek owns and operates facilities that are used in the collection, transmission, or treatment of sewage for the public, for compensation, and that provide sewer service to the public in Laurel County, Kentucky. Pursuant to KRS 278.015 and KRS 278-040. These facilities are subject to the Kentucky Public Service Commission's jurisdiction and regulation.

¹ On July 17, 2017, Wood Creek gave to the Commission notice of its intent to file this Application and filed with the Commission a Notice of Election of Use of Electronic Filing Procedures for this proceeding.

8. Wood Creek currently provides sewer service to approximately 1289² customer, including 1096 residential customers, and 193 commercial customers. It has a serviceable population of 2,260 households and approximately 4,988 persons.³
9. Wood Creek began its sewer operations in 2001 by Tariff to the Public Service Commission. (attached as Exhibit 2). Wood Creek Water District does not maintain or operate a sewage treatment facility. Wood Creek Water District has a Wastewater Treatment Service Purchase Contract with the Utility Commission of the City of London. The first agreement of this kind was entered into on May 19, 1998 and approved by the Public Service Commission on July 24, 1998. A second agreement was entered into on September 19, 2008, approved by the Public Service Commission on October 30, 2008. A third agreement was entered into on July 10, 2017, and is currently awaiting approval by the Public Service Commission. Copies of these agreements are attached to this Application as Exhibit 4.
10. The Agreement with the Utility Commission of the City of London allows that the amount of daily flow discharge shall not exceed 400,000 gallons per day or a peak flow greater than 600 GPM through the “192 pumping station”. The parties to the agreement recognize that they may agree as to a new discharge point near the treatment plant and if such occurs, the parties may renegotiate this agreement with regard to the maximum flow of 400,000 gallons per day; however the London Utility Commission is not obligated to do so.⁴

² The number of customers has increased since the last Public Service Commission Report due to a slight increase in customers.

³ Kentucky Water Resource Information System (WRIS), Waste Water System Information on Wood Creek Water District, <https://wrisky.gov/portal/WwSysData/KYP000063> (last visited August 1, 2017).

⁴ Wastewater Treatment Services Purchase Contract between Wood Creek Water District and the Utility Commission of the City of London, page 3 numerical paragraph 6.

11. Because of its territory's topography and low customer density, Wood Creek uses a pressurized system rather than a conventional gravity collection system to transport wastewater to its sewage treatment facility. For most Wood Creek customers, sewage from the customer's home or business flows to a storage tank located on the customer's property which is equipped with a grinder/pump. The grinder/pump grinds the solids into slurry and then discharges the sewage into a pressurized pipe system. The sewage is then forced to a major pump station that pumps the sewage through force mains to the sewage treatment facility. Wood Creek currently has 1289 active simplex grinder/pump stations that pump wastewater from the customer's residence or business to Wood Creek's main lift stations. The sewage for larger customers flows directly into a main lift station.
12. Wood Creek does not have employees specifically for its wastewater division. All work in the wastewater division is contracted through Wood Creek Water District. There are 11 Wood Creek Water District employees that are certified in Wastewater Collection and 2 employees certified in Wastewater Treatment. Employee certification is attached to this Application as Exhibit 5.
13. Wood creek Currently inspects its facilities on the following schedule:

Facility/Equipment	Minimum Frequency
Main Lift Stations	Weekly
Grinder Stations	Annually

It does not inspect its grinder/pump stations on a daily basis. The grinder/pump stations are inspected annually. Wood Creek Water District replaced the grinder/pumps stations as often as needed and reports to them when there is a technical issue.

PSC Inspection Requirements and Their Consequences

14. 807 KAR 5:006, Section 26(8) provides:

Sewage utility inspection, Each sewage utility shall make systematic inspections of its system in the manner established in 807 KAR 5:071 to ensure that the commission's safety requirements are being met. The inspections shall be made as often as necessary but not less frequently than established in 807 KAR 5:071.

15. 807 KAR 5:071, Section 7(4) provides:

Each sewage utility shall adopt procedures for inspection of its sewage treatment facilities to assure safe and adequate operation of its facilities and compliance with commission rules. These procedures shall be filed with the commission. Unless otherwise authorized in writing by the commission, the sewage utility shall make inspections of collecting sewers and manholes on a scheduled basis at intervals not to exceed one (1) year, unless conditions warrant more frequent inspections and **shall make inspections of all mechanical equipment on a daily basis**. The sewage utility shall maintain record of findings and corrective actions required, and/or taken, by location and date. (Emphasis mine).

16. Wood Creek's grinder/pump stations are mechanical equipment. The technical specifications of these grinder/pump stations are attached to this application as Exhibit 6

17. The Public Service Commission has not authorized Wood Creek to inspect its sewer facilities on a schedule that differs from that set forth in 807 KAR 5:071, Section 7(4).

18. 807 KAR 5:006, Section 26(8) and 807 KAR 5:071, Section 7(4) require Wood Creek to inspect is 1289 active grinder/pump stations daily. In the report of its most recent inspection of Wood Creek's Sewer Facilities, Public Service Commission Staff expressly noted that Wood Creek must perform daily inspections on these grinder/pump stations and Wood Creek was not in compliance with 807 KAR 5:071, Section 4 as a result of its failure to do so. A copy of this report is attached to this Application as Exhibit 7.

19. Performing daily inspections of its grinder/pump stations is expensive and likely to place a significant financial burden on Wood Creek and its customers.

a) Wood Creek currently lacks the personnel to conduct daily inspections of its grinder/pump stations. On an annual basis, performing daily inspections will require hiring an additional 27 employees at an estimated annual cost of \$1,295,892. It will also require an initial expenditure of \$675,000 to purchase vehicles for these employees. The total annual cost to daily inspect the grinder/pump stations is approximately \$1,970,892. The calculations for this estimate are found attached to this Application as Exhibit 8.

20. The expense to perform daily inspections of grinder/pump stations will significantly burden Wood Creek's sewer operations and require very large increases in its rate for sewer services. For the years ending December 31, 2016, Wood Creek's sewer operation had total operating revenues of \$765,873 and total operating expenses of \$781,452.⁵ The estimated annual expense to perform daily inspections is equal to 465 percent of Wood Creek Water District's 2016 operating expense and more than double its total operating revenues in 2016. It would require Wood Creek to increase its rate to customers by approximately 357 percent.

21. The sewer rates necessary to support daily inspections will impose significant financial burdens on Wood Creek's customers, who are presently ill-equipped to bear such burdens. The medium household income for households in Wood Creek's territory is \$34,105.⁶ The required rate to support daily inspections would consume approximately 5.7 percent of their annual income.

⁵ Wood Creek Water District Departmental Statements of Revenues, Expenses, and Changes in Net Position Sewer Fund for the years ended December 31 2016 and 2015 are attached to this Application as Exhibit 9.

⁶ Kentucky Water Resource Information System (WRIS), Waste Water System Information on Wood Creek Water District, <https://wris.ky.gov/portal/WwSysData/KYP000063> (last visited August 1, 2017).

Proposed Alternative Inspection Schedule

22. Wood Creek proposes to inspect its facilities on the following schedule:

Facility/Equipment	Minimum Frequency
Simplex Grinder/ Pump Stations	Annually
Main Lift Stations	Weekly

23. Except as it relates to the inspection of grinder/pump stations, the proposed inspection schedule is consistent with the requirements of 807 KAR 5:071, Section 4.

24. The proposed inspection schedule for grinder/pump stations will enable Wood Creek to perform periodic inspections of those stations with its current workforce, eliminate the need to hire additional employees or contractors, and avoid the significant expense associated with daily inspections. Wood Creek has assigned an employee who is a master electrician to its sewer operations staff to inspect all electric equipment in grinder/pump stations. The other employees on its sewer operations staff have been trained to perform inspections. If necessary, employees from Wood Creek’s water operations will also be trained to conduct the inspections.

25. Wood Creek has implemented the following measures to reduce the need for daily inspections, maintain a high level of service quality and reliability, and ameliorate the consequences of any mechanical failure or malfunction:

- a. All grinder/pump stations have been equipped with visual and audio alarms that activate with high water levels are reached in the storage tank. When activated, these alarms can easily be seen and heard by persons a considerable distance away from the grinder/pump station.

- b. All grinder/pump stations have been designed to prevent any sewage backup into a customer's home or business. In the event of overflow, the station will retain any solid waste in the tank and will bypass water to the area surrounding the station.
 - c. Wood Creek has a rapid response policy that requires an on-duty employee to report to directly to faulty equipment within 30 minutes of Wood Creek's receipt of the complaint or trouble call. Given the central location of these offices, a Wood Creek employee should be onsite at the location of any mechanical equipment failure or malfunction within 45 minutes of receipt of the trouble call.
 - d. Wood Creek requires at least one employee to be on call at all times and has established an emergency number through which the on-call employee can be reached by the public, law enforcement, or other government officers or agents.
 - e. Wood Creek has installed an advanced telemetry system that provides real-time information on the operation of its major lift stations and other operations. This system may be accessed through the internet by authorized Wood Creek personnel. In the event of any emergency or unusual conditions, the system will alert by text message or email designated Wood Creek personnel.
26. The Public Service Commission has previously noted that the purpose of 807 KAR 5:071, Section 4, is to assure the safe and adequate operation of sewer utility facilities, the prevention of equipment malfunctions and failures, and the detection of "failures and malfunctions within a reasonable period of time."⁷ It has also recognized that use of

⁷ *Springcrest Sewer Company, Inc. Request for Deviation from 807 KAR 5:071, Section 7(4)*, Case No. 2014-00277 (Ky. PSC Dec. 16, 2014) at 4.

technology to alert a sewer system operator to mechanical equipment malfunctions and failures may serve as a substitute for daily inspections of such equipment.⁸

27. 807 KAR 5:071 was promulgated in 1982. At that time, virtually all public sewer systems were gravity systems. Few, if any, pressurized systems using a grinder/pump stations for each customer were present in Kentucky. Therefore, this regulation was likely intended to address only gravity systems with mechanical equipment located at a few locations, not pressurized systems having mechanical equipment at each customer location. Nothing in the regulation's language or administrative history suggests that the Public Service Commission, when promulgating the regulation, considered or recognized the financial and resource implications of the daily inspection requirement on pressurized systems.

28. Good cause exists to authorize the proposed inspection schedule. Wood Creek's existing equipment and procedures will quickly alert Wood Creek's sewer system operator of any mechanical equipment malfunctions or failures arising in its grinder/pump stations. They serve as an adequate substitute for daily inspections of such equipment and render daily inspections unnecessary. Authorization of the proposed inspection schedule will not lessen the quality or reliability of the sewer service that Wood Creek provides. Authorization of the proposed inspection schedule, furthermore, prevents unnecessary inspections that do little to enhance the public health or safety and would cause significantly increases in Wood Creek's rates for sewer service.

WHEREFORE, Wood Creek Water District requests that the Commission:

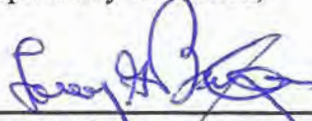
1. Authorize the proposed inspection schedule for its sewer collection and treatment operations; and,

⁸ *Id.* ("remote monitoring technology through which the system operator can be alerted to a failure or malfunction of the mechanical equipment could provide a level of assurance concerning the safe and adequate operation of the sewer facilities above that of a daily visual inspection.")

2. Grant any and all such relief to which Wood Creek may be entitled.

Dated: August 18, 2017

Respectfully submitted,



Larry G. Bryson
318 W. Dixie Street
London, KY 40741
(606) 878-7123
(606) 864-8418 (fax)
Email: lgbryson@windstream.net
Counsel for Wood Creek Water District

The undersigned, Donta Evans, being duly sworn, deposes and states that he is the Superintendent of Wood Creek Water District, the Applicant in the above proceedings; that he has read this Application and has noted its contents; that the same is true of his own knowledge, except as to matters which are therein stated on information or belief, and as to those matters, he believes same to be true.

IN TESTIMONY WHEREOF, witness the signature of the undersigned on this August 15, 2017.

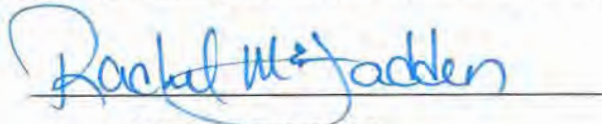


DONTA EVANS

STATE OF KENTUCKY)

COUNTY OF Laurel)

Subscribed and sworn to before me by Donta Evans, on this 15th day of August 2017.



NOTARY PUBLIC

My commission expires:

5-2-2020

Notary ID:

556180


CERTIFICATE OF SERVICE

In accordance with 807 KAR 5:001, Section 8, I certify that Wood Creek's August 15, 2017 electronic filing of this Application is a true and accurate copy of the same document being filed in paper medium; that the electronic filing was transmitted to the Commission on August 15, 2017; that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding; and that an original and six copies of the Application in paper medium will be delivered to the Commission by U.S. mail.

Original:

Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40602

This the 15th day of August, 2017.



Larry G. Bryson

TABLE OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
1	Order from Laurel County Court Creating Wood Creek Water District
2	Tariff filed with the Public Service Commission on August 13, 2001
3	Resolution Authorizing Application to Public Service Commission
4	Agreements with City of London
5	Employee Certification List
6	Technical Specifications of Grinder/Pump Stations
7	Public Service Commission Report to Wood Creek Water District
8	Calculation of Cost to Perform Daily Inspections of Grinder/Pump Stations
9	Wood Creek Water District Departmental Statements of Revenues, Expenses, and Changes in Net Position Sewer Fund for years ended December 31 2016 and 2015

LAUREL COUNTY COURT

IN THE MATTER OF
ARNOLD F. COREY, ET AL,

PETITION FOR CREATION OF A WATER DISTRICT

VS: ORDER ESTABLISHING WOOD CREEK WATER DISTRICT

WHEREAS, there has heretofore been filed a petition by Arnold F. Corey and others, freeholders and residents of an area lying in Laurel County, Kentucky, for the creation of a water district, to be known as Wood Creek Water District, pursuant to Chapter 74 of the Kentucky Revised Statutes, and

WHEREAS, a notice of the filing of such petition was published in three issues in a newspaper of general circulation in Laurel County, Kentucky, by the Laurel County Court, and

WHEREAS, a period of thirty (30) days has expired after the publication of such notice, during which time all residents of the proposed district had an opportunity to file objections, and

WHEREAS, the Court, within the ten day period following the expiration of said 30-day period, set the case for a hearing on the 30th day of April, 1964, at nine o'clock A.M., and

WHEREAS, the court has found and does hereby find that the establishment of such district is reasonably necessary for the public health, convenience, fire protection and comfort of the residents within the area described in the petition as being the area sought to be established as Wood Creek Water District, and

WHEREAS, the court has determined and does hereby determine that such petition was signed by at least 75 resident freeholders of the proposed district,

NOW, THEREFORE, it is hereby ordered that there be

and is hereby established the Wood Creek Water District, and such District shall be designated by the name of "Wood Creek Water District. It is further hereby ordered that the boundaries of said District shall be and are hereby determined to be as follows:

BEGINNING at a point on Rockcastle River, said point being the intersection of the Jackson County-Rockcastle County-Laurel County line; thence meandering along Rockcastle River begin the Jackson County-Laurel County line in a southeasterly direction 74,600 feet + to a point, said point being the intersection of the Jackson County-Laurel County line with a power transmission line; thence meandering along said power transmission line in a southwesterly direction 35,800 feet + to a point, said point being the intersection of the said power transmission line with Kentucky State Highway No. 30; thence south 44 degrees 45 minutes E. 15,350 Feet + to a high point elevation 1315 feet +, said high point being northwesterly 500 feet + from the Southard Cemetary; thence South 35 degrees 00 minutes West 8,550 feet + to a high point elevation 1305 feet +, said high point being northwesterly 1300 feet + from the intersection of the Louisville and Nashville Railroad with the City of London corporate limits; thence north 71 degrees 00 minutes West 7,400 feet + to a high point, said high point on which is located a Police radio tower; thence south 76 degrees 00 minutes West 15,375 feet + to a high point, elevation 1,203 feet +, said high point being southwesterly 4000 feet + from Warrens Grove Church; thence north 72 degrees 00 minutes East 15,650 feet + to a bench mark, elevation 1245 feet, said bench mark being in a southwesterly direction 6,500 feet + from the Swiss Colony School; thence North 13 degrees 00 minutes West 23,500 feet + to a high point, elevation 1350 feet, said high point being in a southwesterly direction 9,800 feet + from the intersection of U.S. Highway No. 25 with Wood Creek; thence North 15 degrees 00 minutes East 11,150 feet + to a point, said point being the intersection of the Rockcastle County-Laurel County line with the Rockcastle River; thence along the Rockcastle County line-Laurel County line in a northerly direction 15,000 feet + to a point on the Rockcastle River; thence continuing along the Rockcastle River being the Rockcastle County-Laurel County line, in a northeasterly direction 45,000 feet + to the point of Beginning.

This matter is passed for the further orders of
this court.

Witness my hand t is the 30 day of April, 1964.

Bryll Boag Judge
Laurel County Court.

It is certified that the above is a true and correct
copy of an order of the Laurel County Court as appears of record
in my office in Order Book V at page 287.

This the 4 day of June 1964.

Henry Walden
Henry Walden, Clerk,
Laurel County Court.

By Bessie Bowling, D.C.

P. S. C. KY NO. _____

CANCELING P. S. C. KY NO. _____

WOOD CREEK WATER DISTRICT
WASTEWATER DIVISION

OF

LAUREL COUNTY, KENTUCKY

Rates, Rules and Regulations for Furnishing
Sewer Service

AT

Laurel County, Kentucky

Filed with the PUBLIC SERVICE COMMISSION OF
KENTUCKY

ISSUED: July 12, 2001 EFFECTIVE August 13, 2001

PUBLIC SERVICE COMMISSION
OF KENTUCKY

AUG 13 2001

PURSUANT TO 807 KAR 001.1,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

ISSUED BY: Wood Creek Water District, Wastewater Division

(Name of Utility)

BY: Gene Kennedy

(Signature)

Gene Kennedy

Chairman

EXHIBIT

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. _____

Original Sheet No. 1

Canceling P. S. C. Ky No. _____

Sheet No. _____

Wood Creek Water District
Wastewater Division

CONTENTS

I. CLASSIFICATION OF SERVICE

- A. Minimum Monthly Rate
- B. Rates for Usage in Addition to Minimum Charge
- C. Deposits
- D. "Tap On" Charges
- E. Special Non-recurring Charges

II. RULES AND REGULATIONS

- 1. Additions Rules and Regulations
- 2. Application for Service
- 3. Discontinuance of Service by District
- 4. Point of Delivery
- 5. Termination of Contract by Customer
- 6. Applicant's Service Line
- 7. Right of Access
- 8. Billing and Related Information

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 13 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

DATE OF ISSUE 7/12/2001
Month / Day / Year

DATE EFFECTIVE 8/13/2001
Month / Day / Year

ISSUED BY Steve Kennedy
(Signature of Officer)

TITLE Chairman

ISSUED BY THE AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF KENTUCKY IN

CASE NO. _____

DATED _____

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. _____

Original Sheet No. 2

Canceling P. S. C. Ky No. _____

Sheet No. _____

Wood Creek Water District
Wastewater Division

CONTENTS

9. Connection to Sanitary Sewer
10. Grease and Oil Traps
11. Interruption of Service
12. Additional Loads
13. Notice of Trouble
14. Non-standard Service
15. Scope
16. Pump Station or Manhole Cover Removal
17. Applicant's Liability
18. Commercial or Industrial Sewage
19. Examination of Commercial/Industrial Sewage
20. Damage to District's Sewer System
21. Sanitary Sewer Extension
22. Approval of Extension
23. Inspection

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 13 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

DATE OF ISSUE 7/12/2001
Month / Day / Year

DATE EFFECTIVE 8/13/2001
Month / Day / Year

ISSUED BY Gene Kennedy
(Signature of Officer)

TITLE Chairman

ISSUED BY THE AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF KENTUCKY IN

CASE NO. _____

DATED _____

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. _____

Original Sheet No. 3

Canceling P. S. C. Ky No. _____

Sheet No. _____

Wood Creek Water District
Wastewater Division

CONTENTS

- 24. Customer's Responsibility for District's Property
- 25. Sewer Fluctuation Caused by Customer/Applicant
- 26. Relocation of Sewer Facilities
- 27. Revisions
- 28. Conflict
- 29. Sewer Line Infiltration
- 30. Special Nonrecurring Charges
- 31. Electrical Connections
- 32. Legal Disclaimers
- 33. Leak Adjustment Policy

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 13 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan Bue
SECRETARY OF THE COMMISSION

III ATTACHMENTS

- A. Residential Contract for Wastewater Services
- B. Commercial/Industrial Contract for Wastewater Services
- C. Guidelines for Low Pressure Sewage Systems
- D. Sample Bill

DATE OF ISSUE 7/12/2001
Month / Day / Year

DATE EFFECTIVE 8/13/2001
Month / Day / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE Chairman

ISSUED BY THE AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF KENTUCKY IN

CASE NO. _____

DATED _____

AREA Laurel County, KY

PSC KY NO. 2015-00428

1 SHEET NO. 1

Wood Creek Water District Wastewater Division
(NAME OF UTILITY)

CANCELLING PSC KY NO. 2013-00170

1 SHEET NO. 1

RATES AND CHARGES

Customers who are single residential, commercial, wholesale and industrial users with normal strength wastewater have the following service charge system:

5/8 x 3/4 - Inch Meter:

First	2,000 gallons	\$24.22 Minimum bill
Next	1,500 gallons	8.78 per 1,000 gallons
Next	1,500 gallons	8.14 per 1,000 gallons
Next	2,500 gallons	7.29 per 1,000 gallons
All over	7,500 gallons	6.36 per 1,000 gallons

1- Inch Meter:

First	5,000 gallons	\$49.60 Minimum bill
Next	2,500 gallons	7.29 per 1,000 gallons
All over	7,500 gallons	6.36 per 1,000 gallons

2 - Inch Meter:

First	20,000 gallons	\$147.30 Minimum bill
All over	20,000 gallons	6.36 per 1,000 gallons

3 - Inch Meter:

First	30,000 gallons	\$210.87 Minimum bill
All over	30,000 gallons	6.36 per 1,000 gallons

6 - Inch Meter:

First	100,000 gallons	\$655.85 Minimum bill
All over	100,000 gallons	6.36 per 1,000 gallons

DATE OF ISSUE July 14, 2016

MONTH / DATE / YEAR

DATE EFFECTIVE July 14, 2016

MONTH / DATE / YEAR

ISSUED BY *Glenn Goodman*

SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2015-00428 DATED July 14, 2016

KENTUCKY
PUBLIC SERVICE COMMISSION

Julina R. Mathews
EXECUTIVE DIRECTOR

Julina R. Mathews

EXPRODUCTION

EXPRODUCTION

PUBLIC UTILITY REG. SEC. RISK. SECTION 6.10

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. _____

Original Sheet No. 2

Canceling P. S. C. Ky No. _____

Sheet No. _____

Wood Creek Water District
Wastewater Division

RATES AND CLASSIFICATION OF SERVICE

C. DEPOSITS:

The District reserves the right to require that a nominal amount be placed on deposit with the District for the purpose of establishing or maintaining any customer's credit. The deposit will not exceed two-twelfths (2/12) of the customers estimated annual bill. Upon payment of deposit, the District shall issue a Receipt of Deposit to the customer showing the name of the Customer, the location of the initial premises occupied by the customer, and the date and the amount of the deposit. The District may require a deposit in addition to the initial deposit if the customer's classification of service changes or if there is a substantial change in usage. The District will pay interest on the customer's deposit, at a rate not to exceed current rate received by District, for a period of one (1) year or until the date of its refund to the customer.

D. "Tap on" Fees:

Standard Residential (Single Family).....\$2,500.00*

All Other: Commercial/Industrial and/or Residential**Actual Cost of Installation

*Note: Any extra depth requirements and rock which cannot be excavated by normal means (backhoe, etc.) and any additional length of service lateral will be at cost.

**Note: Requiring any additional equipment and/or appurtenances.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 13 2001

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

DATE OF ISSUE 7/12/2001
Month / Day / Year

DATE EFFECTIVE BY: Stephan D. Bell
Month / Day / Year SECRETARY OF THE COMMISSION

ISSUED BY [Signature]
(Signature of Officer)

TITLE Chairman

ISSUED BY THE AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF KENTUCKY IN

CASE NO. _____ DATED _____

Wood Creek Water District
Wastewater Division

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. T62-0934

Addendum 1 Sheet No. 2

Canceling P.S. C. Ky. No. _____
Sheet No. _____

RATES AND CLASSIFICATION OF SERVICE

D. Addendum 1. "Tap on" Fees: From the initial design, and construction but before completion of a Project, the District may (when and if the funds are available) offer a discounted "tap on" fee. ALL discounted "tap on" fees will be for existing dwelling and business only. A foundation Constructed to above grade line will be considered as existing. ALL "fees" must be paid before Completion of said Project.

Hazel Green School Wastewater Project

Standard Residential (single family).....\$600.00*

Standard Commercial/Industrial\$600.00*

*Note: Any extra depth requirements and rock which cannot be excavated by normal means (backhoe) and any additional length of service lateral, additional equipment and or appurtenances will be at cost.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 12 2002

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

Date of Issue April 12, 2002
Month/Day/Year

Date Effective May 12, 2002
Month/Day/Year

Issued by: [Signature]
(Signature of Officer)

Title Chairman

ISSUED BY THE AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF KY IN
CASE NO. _____ DATED _____

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. T62-0934

Addendum 2 Sheet No. 2

Wood Creek Water District
Wastewater Division

Canceling P.S. C. Ky. No. _____

_____ Sheet No. _____

RATES AND CLASSIFICATION OF SERVICE

E. Addendum 2. Wastewater "Tap on" Fees: From the initial design, and construction but before completion of a Project, the District may (when and if the funds are available) offer a discounted "tap on" fee.

ALL discounted "tap on" fees will be for existing dwellings and businesses only. A foundation constructed to above grade line will be considered as existing. ALL "fees" must be paid and permits (i.e., sewer connection permit from local Health/Plumbing Dept) obtained before completion of said Project.

Phase II Colony School Wastewater Project

Standard Residential (single family)\$600.00*

Standard Commercial/Industrial\$600.00*

All OthersActual Cost

***Note:** Any extra depth requirements and rock which cannot be excavated by normal means (backhoe) and any/all additional length of service lateral, additional basin height, special/additional equipment, special/additional electrical/wiring devices and or appurtenances will be at cost.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 13 2003

PURSUANT TO 807 KAR 5-011
SECTION 9 (1)

BY [Signature]
EXECUTIVE DIRECTOR

Date of Issue December 9, 2002
Month/Day/Year

Date Effective January 13, 2003
Month/Day/Year

Issued by: [Signature]
(Signature of Officer)

Title Chairman

ISSUED BY THE AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF KY IN
CASE NO. _____ DATED _____

FOR Laurel County, KY
Community, Town or City

P.S.C. KY. NO. _____

Addendum 3 SHEET NO. 2

Wood Creek Water District Wastewater Division
(Name of Utility)

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

SHEET NO. _____

RATES AND CHARGES

E. Addendum 3. Wastewater "Connection" Fees: From the initial engineering and design but before Completion of a project, the District may (when and if the funds are available) offer a discounted "connection" fee in the project area.

All discounted "connection" fees will be for existing dwellings and businesses only. A foundation Constructed to above grade line will be considered as existing. All "fees" must be paid and permits (i.e. sewer connection permit from local Health/Plumbing Dept.) obtained before completion of said Project.

Highway U.S. 25 North Wastewater Project

Standard Residential (single family)\$1,000*

All Other: Commercial/Industrial and/or ResidentialActual Cost of Installation

*** Note** Any extra depth requirements and rock which cannot be excavated by normal means (backhoe) and any/all additional length of service lateral, additional basin height, special/additional equipment, special/additional electrical or wiring devices and or appurtenances will be at cost.

DATE OF ISSUE June 11, 2007

Month / Date / Year

DATE EFFECTIVE June 11, 2007

Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2006-00497 DATED June 1, 2007

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
8/1/2007
PURSUANT TO 807 KAR 8:001
SECTION 8.1

[Signature]

Executive Director

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. _____

Original Sheet No. 3

Canceling P. S. C. Ky No. _____

Sheet No. _____

Wood Creek Water District
Wastewater Division

RATES AND CLASSIFICATION OF SERVICE

E. SPECIAL NON-RECURRING CHARGES	
Connection/Turn-on Charge	20.00
Connection/Turn-on Charge (after hours)	40.00*
Re-connection of service	20.00
Re-connection of service (after hours)	40.00*
Returned Check Charge	15.00
Late Payment Penalty	10%
Relocation Charge	Actual Cost
Service Call/ Investigation	20.00
Service Call/ Investigation (after hours)	40.00*

***NOTE-** Regular working hours for the District's Maintenance Staff is 8:00 a.m. to 4:30 p.m. Monday thru Friday, excluding holidays. Upon customer request, and subject to availability of Maintenance Staff, services may be performed outside regular working hours at the after hours rate.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 13 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan Bell
SECRETARY OF THE COMMISSION

DATE OF ISSUE 7/12/2001
Month / Day / Year

DATE EFFECTIVE 8/13/2001
Month / Day / Year

ISSUED BY Gene Kennedy
(Signature of Officer)

TITLE Chairman

ISSUED BY THE AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF KENTUCKY IN

CASE NO. _____ DATED _____

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. _____

Original Sheet No. 1

Canceling P. S. C. Ky No. _____

Sheet No. _____

Wood Creek Water District
Wastewater Division

RULES AND REGULATIONS

The following are the rules and regulations of the Wood Creek Water Districts, Wastewater Division. These rules and regulations are subject to change by the District at any time, subject to the approval of the Public Service Commission.

1. Additional Rules and Regulations. These Rules and Regulation are in addition to the rules of the Kentucky Public Service Commission.
2. Application for Service. Each prospective customer desiring sewer service will be required to sign the District's Standard Contract for Wastewater Service before service is supplied by the District.
3. Discontinuance/Termination or Refusal of Service by District.
 1. District may refuse to connect or may discontinue service for noncompliance with District or Public Service Commission Rules and Regulations, for violations of any of the provisions of the Schedule Rates and Charges, or of the application of customer or contract with customer.
 2. For nonpayment of bills: The District may terminate service for nonpayment of charges incurred for District services. The District may terminate service only after five (5) days' written notice of termination is provided, and after twenty (20) days have elapsed since the mailing date of the original unpaid bill.
 - A. When advance termination notice is required, the termination notice shall be mailed or otherwise delivered to the last known address of the customer. The termination notice shall be in writing, distinguishable and separate from any bill. The termination notice shall plainly state the reason for termination, that the termination date will not be affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination.
 3. For refusal of access: When a customer refuses or neglects to provide reasonable access to the premises for installation, operation, maintenance, or removal of District property. Such action will be taken only when corrective action negotiated between the District and customer has failed to resolve the situation.
 4. For illegal use or theft of service: The District may discontinue service to a customer without advance notice if it has evidence that a customer has obtained unauthorized service by illegal use or theft. This Right of termination is separate from and in addition to any other legal remedies that the District may pursue.
 5. Unapproved Extensions and/or Additions: Any extension or additions to an existing service connection that have not been approved by the district will be considered theft of service, and will constitute grounds for termination of service.
 6. Misrepresentation: Any misrepresentation in the application or contract as to the property or fixtures to be connected to the sewer will constitute grounds for termination of service, and the customer shall be liable for any damage to any of the district's facilities or equipment.
 7. Failure to Report Changes: Failure to notify the district of additions to the property or fixtures to be connected will constitute grounds for termination of service.

PUBLIC SERVICE COMMISSION

OF KENTUCKY

DATE OF ISSUE 7/12/2001 DATE EFFECTIVE EFFECTIVE

Month / Day / Year

Month / Day / Year

ISSUED BY [Signature] TITLE CHAIRMAN

(Signature of Officer)

AUG 13 2001

ADDRESS P.O. Box 726 ; London, KY 40741

PURSUANT TO 807 KAR 6.011,
SECTION 9 (1)

BY: [Signature]
SECRETARY OF THE COMMISSION

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. _____

Original Sheet No. 2

Canceling P. S. C. Ky No. _____

Sheet No. _____

Wood Creek Water District
Wastewater Division

RULES AND REGULATIONS

- 8. The discontinuance of service by District for any causes as stated in this rule does not release customer from his/her obligation to District for the payment of minimum bills as application of customer or contract with customer.
- 4. Point of Delivery. The point of delivery is the point, as designed by the District, on the customer's premises where the District's sewer pump station or man hole is connected to the customer's service line. All sewer lines beyond this point of delivery shall be provided and maintained by the customer at no expense to the District.
- 5. Termination of Contract by Customer. Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written notice to that effect, unless contract specified otherwise. Notice to discontinue service prior to expiration of contract term will not relieve customer from any minimum or guaranteed payment under any contract or rate.
- 6. Applicant's Service Line. It is understood that the applicant will at his/her own expense pay for the actual physical connection from his/her line to the District's pump station. The applicant's service line to be installed by homeowner or by a licensed plumber and the work must be inspected by the authorized plumbing inspector and an authorized representative of the District before the line is backfilled. Customer must maintain. The customer and/or installer making a connection to the sewer/grinder pump shall hold the District harmless from any loss or damage that may directly or indirectly be occasioned by connecting to the District sewer.
- 7. Right of Access. The applicant must agree to permit the District to lay, maintain, repair, or remove such sewer line which is the property of the District located on the applicant's property. The District's duly authorized representative and/or other duly authorized employee of the State Health Department bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, testing, in accordance with the provisions of these Rules and Regulations.
- 8. Billings and Related Information: Billing of sewer service will be based on the Customers water usage for the same billing period. No free sewer service shall be allowed or permitted.
 - 1. Information on Bills: Each bill issued by the district will clearly show the following, if applicable: class of service; present and last preceding meter readings for water usage; date of present reading; number of units consumed; net amount for services render(water and/or sewer)(the sewer portion will be preceded with ("SWR"); all taxes; any adjustments; and the gross amount of the bill. The date after which a late payment penalty applies to the gross amount will also be indicated. Estimated or calculated bills will be distinctly marked as such.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DATE OF ISSUE 7/12/2001
Month / Day / Year

DATE EFFECTIVE AUG 13 2001
8/13/2001
Month / Day / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE _____
CHAIRMAN

ADDRESS P.O. Box 726, London, KY 40741

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: [Signature]
SECRETARY OF THE COMMISSION

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. _____

Original Sheet No. 3

Canceling P. S. C. Ky No. _____

Sheet No. _____

Wood Creek Water District
Wastewater Division

RULES AND REGULATIONS

2. Rate Schedule: The rate schedule under which the bill is computed will be furnished under one (1) of the following methods:

- A. By printing it on the bill
- B. By publishing it in a local newspaper once each year
- C. By mailing it to each customer once each year
- D. By providing a copy on request of customer

3. Related Information:

- A. Bill and notices related to the district's business will be mailed to the customer at the address listed on the Contract for Wastewater Services unless a change of address has been filed with the district in writing. The District will not otherwise be responsible for delivery of any bill or notice nor will the customer be excused from payment of any bill or any performance required in the notice.
- B. Wastewater Services will be billed monthly with the water billings.
- C. Bills are payable and due on the date of issuance.
- D. Payment must be received, not postmarked, before the close of business on the fifteenth day of the month; otherwise, the delinquent bill will be assessed the late payment penalty. The late payment penalty will be assessed on the delinquent amount of the bill, less taxes and any prior penalty amounts.

9. Connection to Sanitary Sewer. No connection to the sanitary sewer mains shall be made except by an employee or representative of the District.

10. Grease and Oil Traps. Service stations, restaurants, and others who discharge grease, oil and others contaminants shall be required to install approved grease and oil traps or other acceptable methods of removal before the sewage enters the sanitary sewer system as per District's agreement with London Utility Commission. London Utility Commission Ordinance No. 840 is hereby incorporated and made a part of these Rules and Regulations by reference.

11. Interruption of Service. The District will use reasonable diligence in suppling sewer service, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from interruptions in service, sewage stop-ups, or otherwise unsatisfactory service, whether or not caused by negligence.

12. Additional Load. The service connection supplied by the District for each customer has a definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of the District. Failure to give notice of additions or changes in load, and to obtain the District's consent for same, shall render the customer liable for any damage to any of the District's lines or equipment caused by the additional or changed installation.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DATE OF ISSUE 7/12/2001
Month / Day / Year

DATE EFFECTIVE 8/13/2001
Month / Day / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE CHAIRMAN PURS. TO KAR 5011,
SECTION 9 (1)

ADDRESS P.O. Box 726 ; London, KY 40741

BY: [Signature]
SECRETARY OF THE COMMISSION

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. _____

Original Sheet No. 4

Canceling P. S. C. Ky No. _____

Sheet No. _____

Wood Creek Water District
Wastewater Division

RULES AND REGULATIONS

- 13. Notice of Trouble. Customer shall notify the District immediately should the service be unsatisfactory for any reason, or should there be defects, trouble or accidents affecting the sewage. Such notices, if verbal, should be confirmed in writing.
- 14. Nonstandard Service. Customer shall pay the cost of any special installation necessary to meet his/her peculiar requirements for service other than standard sewer tap.
- 15. Scope. This Schedule of Rules and Regulations is a part of all contracts for receiving sewer service from the District, and applies to all service received from the District, whether the service is based upon contract, agreement, signed application or otherwise. A copy of this schedule, together with a copy of the District's Schedule of Rates and Charges and London Utility Commission's Ordinance No. 840, shall be kept open to inspection at the office of the District.
- 16. Pump Station or Manhole Cover Removal. No person shall cause to be discharged or remove any pump station or manhole cover to permit any storm water, ground water, roof run off, sub-surface drainage (includes sump pumps), cooling water, or unpolluted industrial process waters into the sanitary sewer.
- 17. Applicant's Liability. No person shall discharge or cause to be discharged into the sewer, any harmful waters or wastes, whether liquid, solid, or gas, of causing obstruction to the flow in sewers, damage or hazard to structures, equipment and personnel of the sewage works, or other interferences with the proper operation of the sewage works. Applicants who discharge or causes to be discharged, any harmful waters or waste into the sewer shall be held liable for ensuing damages.
- 18. Commercial or Industrial Sewage. Prior to the admission into the sanitary sewers of any waters or waste having harmful or objectionable characteristics all shall be reviewed and approved by the District and London Utility Commission per District agreement with London Utility Com. The customer shall provide at his/her expense such preliminary treatment as may be necessary to treat these wastes prior to discharge to the sanitary sewer. Plans, specifications, and any other pertinent information relating to the proposed preliminary treatment facilities shall be submitted for the approval of the District, London Utility Commission, and the State Board of Health and no construction of such facilities shall be commenced until said approval is obtained in writing. Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the customer at his/her expense.
- 19. Examination of Commercial/Industrial Sewage. When required by the District and/or London Utility Commission, the customer who treats or creates industrial/chemical wastes shall install and maintain at his/her expense a suitable control manhole/sample station in the sewer service line to facilitate observation, sampling, and measurement of the wastes. All waste shall be determined in accordance with Ten States Standard's "Standard Methods for the Examination of Water and Sewage", and shall be determined at the control manhole/sample station and upon suitable samples taken at said control manhole/sample station.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DATE OF ISSUE 7/12/2001
Month / Day / Year

DATE EFFECTIVE AUG 13 2001
Month / Day / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE CHAIRMAN

ADDRESS P.O. Box 726 ; London, KY 40741

WARRANT TO 807 KAR 5.011,
SECTION 9(1)
BY: [Signature]
SECRETARY OF THE COMMISSION

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. _____

Original Sheet No. 5

Canceling P. S. C. Ky No. _____

Sheet No. _____

Wood Creek Water District
Wastewater Division

RULES AND REGULATIONS

- 20. Damage to District's Sewer System. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the District's sewage works. Any person violating this provision shall be subject to immediate arrest and discontinuation of water and/or sewer service.
- 21. Sanitary Sewer Extensions. If no sewer is available at the point service is desired, the applicant can pay for extending the sewer main in accordance with the construction specifications of the District. The applicant must obtain the District's written approval of all sewer plans before any construction is performed. The applicant must also obtain all approvals from local, state and any other agency/authority having jurisdiction. The District will perform construction inspections while all work is being performed. No connection to the sewer will be made along the extended section of the sewer until all engineering, (including as-built plans), inspection, and connection fees and charges are paid in full. The applicant shall pay all construction cost and design engineering in addition to reimbursing the District for inspection cost.
- 22. Approval of Extension. All plans shall meet the District's designated standards and be approved by the District before any work is performed. Also, plans and specifications shall be approved by the State Board of Health, and all other local, state, or federal agencies having jurisdiction over the work to be performed before construction begins. Upon approval and acceptance into the District's sewer system, the contractor/developer must warrant all materials and workmanship for (1) one year. The District may make needed repairs and replace defective equipment during the warranty period at which time the contractor/developer will be billed at Districts cost. The District may require bond for the warranty period.
- 23. Inspection. District shall have the right, but shall not be obligated, to inspect any installation before sewer is introduced or at any later time, and reserves the right to reject any sewer construction not in accordance with District's standard; but such inspection or failure to inspect or reject shall not render District liable or responsible for any loss or damage resulting from defects in the installation, or from violation of District's rules, or from accidents which may occur upon applicant's premises.
- 24. Customer's Responsibility for District's Property. Equipment furnished by District shall be, and remain, the property of District. Applicant shall provide a space for and exercise the proper care to protect the property of District on its premises; and, in the event of loss or damage to District's property arising from neglect of customer to care for same, the cost of the necessary repairs or replacements shall be paid for by applicant/customer.
- 25. Sewer Fluctuation Caused by Applicant. Sewage service must not be used in such a manner as to cause unusual fluctuations or disturbances to District's system. District may require applicant, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DATE OF ISSUE 7/12/2001
Month / Day / Year

ISSUED BY [Signature]
(Signature of Officer)

ADDRESS P.O. Box 726 ; London, KY 40741

DATE EFFECTIVE AUG 13 2001
8/13/2001

TITLE CHAIRMAN SECTION 9(1)

Month / Day / Year
PURSUANT TO 807 KAR 5.011,
BY: [Signature]
SECRETARY OF THE COMMISSION

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. _____

Original Sheet No. 6

Canceling P. S. C. Ky No. _____

Sheet No. _____

Wood Creek Water District
Wastewater Division

RULES AND REGULATIONS

- 26. Relocation of Sewer Facilities. District may, at the request of customer, relocate or change existing District-owned equipment. Applicant shall reimburse the District for such changes at actual cost including appropriate overhead.
- 27. Revisions. These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time without notice. Such changes when effective shall have the same force as the present Rules and Regulations.
- 28. Conflict. In case of conflict between any provision of any rate schedule and the schedule of Rules and Regulations, the rate schedule shall apply
- 29. Sewer Line Infiltration. The applicant shall correct or repair his/her sewer service line to eliminate any un-metered water from entering the sewer system within ten (10) days after written notice by the District. Failure to correct the problem after ten (10) days will result in termination of sewer and/or water service.
- 30. Special Non-recurring Charges:
 - 1. Connection/Turn-on Charge: Will be assessed for new service turn-ons, seasonal turn-ons, temporary service, or transfer of service. The charge will not be made for initial installation of service where a connection/tap-on charge is applicable.
 - 2. Re-connection of Service Charge: Will be assessed to reconnect service that has been terminated for non-payment of service or for violation of District or Public Service Commission rules and regulations, and will include the cost of the service trip for both the disconnection and the re-connection.
 - 3. Returned Check Charge: Will be assessed when a customer's check is returned, either due to insufficient funds or other reason due to customer's fault.
 - 4. Late Payment Penalty: Will be assessed on the delinquent amount of the bill only.
 - 5. Relocation Charge: Will be assessed when a customer or other authorized person request that a service and/or appurtenance of the sewer system be relocated, changed, or modified. Those requesting a change must reimburse the District for the actual costs incurred, including but not limited to appropriate legal, administrative, engineering, overhead, and other related cost.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DATE OF ISSUE 7/12/2001
Month / Day / Year

DATE EFFECTIVE 8/13/2003 2001
Month / Day / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE CHAIRMAN

ADDRESS P.O. Box 726 ;, London, KY 40741

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: [Signature]
SECRETARY OF THE COMMISSION

For Laurel County, Ky.
Community, Town or City

P. S. C. Ky. No. _____

Original Sheet No. 7

Canceling P. S. C. Ky No. _____

_____ Sheet No. _____

Wood Creek Water District
Wastewater Division

RULES AND REGULATIONS

6. Service Call/ Investigation: Will be assessed when a customer request the onsite presence of District personnel to investigate a service problem and the problem is a result of the customer's own plumbing facilities beyond the Districts delivery point, or not caused by failure of District facilities. Any maintenance and repair of facilities beyond the District's deliver point is the responsibility of the customer.

31. Electrical Connection. It is understood that the applicant will pay the cost of all electrical power to operate the grinder pump(s) and accessories. All electrical connections will be made by District personnel and/or authorized representatives of the District. All electrical equipment, wiring and appurtenances remain the property of the District.

32. Legal Disclaimers:

1. The District shall in no event be held responsible for any claims made against it for reasons of system failure or interruption of service. No persons shall be entitled to damages nor for any portion of a payment refunded for any system failure or interruption of service which in the opinion of the District is deemed necessary.
2. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any appurtenance or equipment which is a part of the District's system. Any person violating this provision will be subject to immediate arrest and/or discontinuance of water/sewer service and shall pay the cost of repairing and/or replacing the District's facilities.
3. 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 a customer, members or his/her household, his/her agent or employee, the cost of necessary repairs or replacements shall be paid by the customer of the District and any liability otherwise resulting shall be that of the customer.

33. Leak Adjustment Policy

After determination of a water leak by District personnel (and that the leak is not entering the sewer system, i.e. commode, etc.) and upon application of the customer for an adjustment to their sewer account because of said leak, the District will calculate the customer's average monthly usage over a three month period and reduce the bill(s) to the three month average. No adjustments will be granted for leaks entering the sewer system. This leak adjustment is a one time adjustment per/location/per/resident.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DATE OF ISSUE 7/12/2001
Month / Day / Year

DATE EFFECTIVE 8/13/2001

ISSUED BY [Signature]
(Signature of Officer)

TITLE CHAIRMAN

ADDRESS P.O. Box 726 ; London, KY 40741

AUG 13 2001
PURSUANT TO KAR 5.011,
SECTION 9 (1)
BY: [Signature]
SECRETARY OF THE COMMISSION

Commercial/Industrial CONTRACT FOR WASTEWATER SERVICES

THIS CONTRACT made and entered into this _____ day of _____

between _____ whose address is _____

party of the first part hereinafter called Customer and Wood Creek Water District, Waste Water Division, P. O. Box 726, London, KY party of the second part, hereinafter called District.

WITNESSETH : for and in consideration of the efforts of the party of the second part, acting through the District Commissioners, to operate a wastewater collection system, the party of the First Part agrees to pay a connection fee of \$ _____ at the time of signing this contract; to connect to the wastewater system and to pay at least a minimum bill monthly thereafter as soon as the grinder pump is installed by the District and made available to the Customer, regardless of whether the first party connects to the system. **Commercial/Industrial** customers agree to be bound by Ordinance No. 840 (and amendments thereof) of the London Utility Commission, concerning pollutant discharge limits and pretreatment (Ordinance No. 840 is incorporated herein by reference) per District's agreement with London Utility Commission.

The Customer agrees to permit the District to install, maintain, repair, remove and disconnect a service line, Grinder Pump and appurtenances, at a point on customer's property to be designated by the District for each signed connection with the right of ingress and egress on property. The District will furnish, install and maintain the grinder pump assembly, the piping from the grinder pump to the sewer line in the street, a control cabinet and wiring from the control cabinet to the grinder pump, all of which shall remain the property of the District. The Customer will pay the cost of the electrical power to operate the equipment.

The Customer will not in any manner alter, modify or tamper with the equipment, any un-authorized alterations, modifications, tampering and/or *the introduction of objects* that damage the equipment, will be repaired by District at the **Customers expense**. The Customer will not construct any structure or other permanent improvement that would prevent the District from maintaining the system. *A separate* Grinder Pump must be installed for each location and/or place of business. A separate contract will be required for each location.

The Customer shall install and maintain at their own expense, the piping necessary to extend from the dwelling to the grinder pump.

The Customer agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the District, now in force, or hereafter duly and legally supplemented, amended or changed.

This Contract is binding upon the agents, successors and assigns of both parties.

Wood Creek Water District
Wastewater Division

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DISTRICT REPRESENTATIVE

AUG 13 2001

WITNESS

CUSTOMER

WITNESS

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D Bell
SECRETARY OF THE COMMISSION

Residential CONTRACT FOR WASTEWATER SERVICES

THIS CONTRACT made and entered into this _____ day of _____
between _____ whose address is _____

party of the first part, hereinafter called Customer and Wood Creek Water District, Waste Water Division, P. O. Box 726, London, KY party of the second part, hereinafter called District.

WITNESSETH : for and in consideration of the efforts of the party of the second part, acting through the District Commissioners, to operate a wastewater collection system, the party of the First Part agrees to pay a connection fee of \$ _____ at the time of signing this contract; to connect to the wastewater system and to pay at least a minimum bill monthly thereafter as soon as the grinder pump is installed by the District and made available to the Customer, regardless of whether the first party connects to the system. **ALL** customers agree to be bound by Ordinance No. 840 (and amendments thereof) of the London Utility Commission, concerning pollutant discharge limits and pretreatment (Ordinance No. 840 is incorporated herein by reference) per District's agreement with London Utility Commission.

The Customer agrees to permit the District to install, maintain, repair, remove and disconnect a service line, Grinder Pump and appurtenances, at a point on customer's property to be designated by the District for each signed connection with the right of ingress and egress on property. The District will furnish, install and maintain the grinder pump assembly, the piping from the grinder pump to the sewer line in the street, a control cabinet and wiring from the control cabinet to the grinder pump, all of which shall remain the property of the District. The Customer will pay the cost of the electrical power to operate the equipment.

The Customer will not in any manner alter, modify or tamper with the equipment, any un-authorized alterations, modifications, tampering and/or *the introduction of objects* that damage the equipment, will be repaired by District at the **Customers expense**. The Customer will not construct any structure or other permanent improvement that would prevent the District from maintaining the system. **A separate** Grinder Pump must be installed for each residence. A separate contract will be required for each location.

The Customer shall install and maintain at their own expense, the piping necessary to extend from the dwelling to the grinder pump.

The Customer agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the District, now in force, or hereafter duly and legally supplemented, amended or changed.

This Contract is binding upon the agents, successors and assigns of both parties.

Wood Creek Water District
Wastewater Division

WITNESS

REPRESENTATIVE

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE _____ D I S T R I C T

AUG 13 2001

WITNESS

PURSUANT TO 807 KAR 011,
SECTION 9 (1)
BY: Stephan Bue
SECRETARY OF THE COMMISSION

WOOD CREEK WATER DISTRICT
WASTEWATER DIVISION
GUIDELINE FOR
LOW PRESSURE SEWER SYSTEM

Please keep this letter in your telephone book or other readily available place for future use. By referring to it, you may save yourself some problems later and you will be able to make a call for service and/or repairs.

Wood Creek Water District has put together Rules & Regulations governing the use and maintenance of the sewer system. Please make note of the following guidelines and inform all guests about the sewer system.

Basically speaking, if it isn't toilet paper or hasn't passed through your mouth, it should not be flushed. There are (8) eight items, which could cause problems if introduced into the grinder pump:

1. Large amounts of grease.
2. Large amounts of sand or grit.
3. Panty hose or elastic bands.
4. Any disposable sanitary items (including diapers)
5. Q-Tips.
6. Prophylactics.
7. Petroleum products - includes paint thinner, kerosene, gasoline, etc.
8. Paint.

Each homeowner/customer should be aware of where their sewer control box is and familiarize themselves with the alarm silence button. It is a small rubber covered button on the bottom left hand side of the box. To silence the alarm, push up on button.

If the pump should in some way malfunction, the red warning light will light up and the alarm buzzer will sound. At such time, stop ALL water usage, silence the alarm on the control box and call 843-7113, give a brief description of the problem and be sure to tell plant operator your name, address, and phone number. The pump repair personnel may need to call you back. Do not use any water until the service personnel have informed you that it is all right to do so. **DO NOT ATTEMPT TO FIX THE PUMP YOURSELF:** The District must authorize their maintenance personnel to do all repairs.

If there is a power outage, the pump has a limited holding capacity of waste. Since the power is off, many appliances will not work (washer, dishwasher, etc.) And only basic living needs will be met anyway. Any extensive use of water may cause sewage to back up into the house.

We hope you will keep these things in mind as they are intended to help your grinder pump last longer and better serve you. If a household/customer continually abuses the system by introducing the above referenced banned items causing repeated service calls, charges for these will be billed to the home owner.

Glen Williams, Chairman
Wood Creek Water District

JERRY DEBOUGH
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

SEALER

JERRY DEBOUGH

PURSUANT TO 007 MAR 8:04 SECTION 6.11

FIRST CLASS MAIL
U.S. POSTAGE PAID

PERMIT NO. .

ACCOUNT
SERVICE AT
CLASS
DATES

BILL DATE
NET BILL

SVC PREVIOUS CURRENT USAGE CODE

GROSS BILL
DUE AFTER

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 13 2001

GROSS
DUE
AFTER

NET
DUE
NOW

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

RETURN STUB WITH PAYMENT

ENCLOSE THIS STUB
WHEN PAYING BY MAIL
FOR PROPER CREDIT

RATES

First 2,000 Gallons	\$9.48 (Minimum Bill)
Next 1,500 Gallons	\$3.02 Per 1,000 Gal.
Next 1,500 Gallons	\$2.69 Per 1,000 Gal.
Next 2,500 Gallons	\$2.26 Per 1,000 Gal.
All Over 7,500 Gallons	\$1.78 Per 1,000 Gal.

WOOD CREEK WATER DISTRICT
1670 DANIEL BOONE PKWY. EAST
P.O. BOX 726
LONDON, KENTUCKY 40743-0726

PHONE DAY 878-9420
1-800-551-7965

NIGHT 843-7113
OR
NIGHT 843-2800

A LATE CHARGE WILL BE ADDED TO ALL BILLS
PAID AFTER THE 15TH OF THE MONTH.
BILLS ARE DUE AND PAYABLE UPON RECEIPT.

SERVICE
CODES: WT = WATER
SWR = SEWER
GS = GAS

CODES:
E = ESTIMATED
M = METER CHANGE
F = FINAL BILL

NOT RESPONSIBLE FOR MAIL DELIVERY

APPROVED BY STATE BOARD OF ACCOUNTS NC283-P7
© 1989 COMPUTER RESOURCES CORPORATION LOUISVILLE, KY 40205

GENERAL INFORMATION

Exact name of utility making this report (Use the words "The", "Company", "Incorporated" only when a part of the corporate name) _____

Wood Creek Water District

Give the location including street, zip code and telephone number of the principal office in Kentucky 1670 Daniel Boone Parkway, East

London, KY 40741

Telephone Number: (606) 878-9420

Give name, title, address and telephone number of the officer to whom correspondence concerning this report should be addressed _____

Glenn Williams, Chairman (effective 01/14/02)

1670 Daniel Boone Parkway East:

London, KY 40741

Name of State under the laws of which respondent is incorporated and the date of incorporation Kentucky May 1969

Date sewer utility began operations August, 2001

Name of City, Town, Community, Sub-division and County in which respondent furnishes sewer service A portion of Laurel County

Number of employees: Full time -0-, Part time -0-

All employees are considered employees of the water department.

PRINCIPAL OFFICERS

*

Title	Name	Official Address	Annual Salary and/or Fee
Chairperson	Gene Kennedy (resigned 12/01)	1670 Daniel Boone Parkway, East London, KY 40741	2,400
Treasurer	Carl Keller	1670 Daniel Boone Parkway, East London, KY 40741	2,400
Secretary	Earl Bailey	1670 Daniel Boone Parkway, East London, KY 40741	2,400
Manager	Eula Dalton	1670 Daniel Boone Parkway, East London, KY 40741	45,804
Superintendent	Paul Napier	1670 Daniel Boone Parkway, East London, KY 40741	52,175
Superintendent	Donta Evans	1670 Daniel Boone Parkway, East London, KY 40741	51,976

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WOOD
CREEK WATER DISTRICT AUTHORIZING AN APPLICATION TO
THE KENTUCKY PUBLIC SERVICE COMMISSION FOR APPROVAL
OF AN ALTERNATE INSPECTION SCHEDULE FOR SEWER
FACILITIES**

WHEREAS, Wood Creek Water District owns and operates a sewage collection system that provides sewer service to the residents of Laurel County, Kentucky;

WHEREAS, Wood Creek Water District's sewer operations are subject to the jurisdiction and regulation of the Kentucky Public Service Commission;

WHEREAS, the Kentucky Public Service Commission has promulgated 807 KAR 5:071, Section 7(4), which requires a sewer utility to inspect all mechanical equipment on a daily basis unless the Kentucky Public Service Commission authorizes in writing a different inspection schedule;

WHEREAS, Wood Creek Water District currently lacks sufficient personnel to perform daily inspections and to comply with the daily inspection requirement of 807 KAR 5:071, Section 7(4) must hire an additional 23 employees at an additional annual labor expense of \$1,103,908;

WHEREAS, If Wood Creek Water District is required to comply with the daily inspection of 807 KAR 5:071, Section 7(4), its financial condition will be severely affected and Wood Creek Water District will be forced to implement large and burdensome increases in its rates for sewer service;

WHEREAS, Wood Creek Water District has determined that, given the operating characteristics of its sewer operations and the features of its equipment, the inspection schedule appended to this Resolution can be undertaken at a much lower expense without reducing the quality and reliability of sewer service and without weakening any protections to public safety; and

WHEREAS, the Kentucky Public Service Commission's regulations permit a sewer utility to apply for authorization to make inspections on a schedule that differs from that provided in 807 KAR 5:071;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF WOOD CREEK WATER DISTRICT AS FOLLOWS:

Section 1. The facts, recitals, and statements contained in the foregoing preamble of this Resolution are true and correct and are hereby affirmed and incorporated as part of this Resolution.

Section 2. The General Manager, all appropriate Staff, and Wood Creek Water District's attorney are hereby further authorized and directed to take any and all other actions to apply to

the Kentucky Public Service Commission for authorization to make inspections of Wood Creek Water District's sewage collection facilities in accordance with the schedule appended to this Resolution.

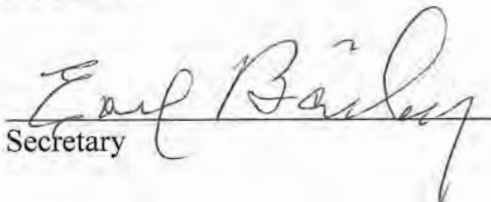
Section 3. This Resolution shall take effect upon its adoption.

ADOPTED BY THE BOARD OF COMMISSIONERS OF WOOD CREEK WATER DISTRICT at a meeting held on August 14, 2017 signed by the Chairman, and attested by the Secretary.



Chairman

ATTEST:



Secretary

WASTEWATER TREATMENT SERVICES
PURCHASE CONTRACT

This contract for the purchase of wastewater treatment services is entered into as of the 10 day of JULY, 2017, between the Utility Commission of the City of London, Kentucky, 801 North Main Street, P.O. Box 918, London, Kentucky 40743-0918 (hereinafter referred to as the "Seller") and the Wood Creek Water District, 1670 E Hal Rogers Parkway, London, Kentucky 40741 (hereinafter referred to as the "Wood Creek") (hereinafter jointly referred to as the "Purchaser").

WITNESSETH

WHEREAS, the Purchaser was created and is existing pursuant to the provisions of Chapter 74 of the Kentucky Revised Statutes, for the purpose of construction and operating a waterworks and sewage collection system serving customers within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a source for wastewater treatment. Wood Creek previously signed a contract with Seller, but has or intends to expand its customer base. At this time a new expansion project has been planned, and a modification to the contract is necessary.

WHEREAS, the Seller owns and operates a wastewater treatment works system with a capacity currently capable of serving the present customers of the Seller's system and the estimated flow of wastewater contributors/users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser.

WHEREAS, by Ordinance No. 2004-17 enacted on the 7th day of January, 2005, by the City of London, Kentucky, the sale of wastewater treatment services to the Purchaser in accordance with the provisions of said Ordinance by the City of London, Kentucky and attested by the City of London, Kentucky and attested by the City Clerk, was duly authorized.

WHEREAS, by Resolution of the Board of Commissioners of Wood Creek, previously adopted on the 11th day of May, 1998, the purchase of wastewater treatment services from the Seller was first approved; subsequently the Board of Commissioners approved and authorized the execution of this document, such approval having occurred on the 10 day of JULY, 2017.

The London Utility Commission has approved the same on the 25 day of JULY, 2017 and recommended the same to the Mayor of the City of London.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. THE SELLER AGREES:

1. **Quality:** To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this Contract or any renewal or extension thereof, wastewater treatment services meeting and subject to all applicable standards of the Kentucky Natural Resources and Environmental Protection Cabinet, Division of Water.
2. **Quantity:** The Purchaser shall have the right to continue adding additional customers to their system which will increase the amount of wastewater to be treated; however, it is understood that should such additional wastewater create a need for modification to the Seller's system, the Purchaser agrees to be responsible for a proportional part of the cost of such modifications which are necessary to provide continued service.
3. **Point of Delivery:** That wastewater will be accepted into the Seller's system at a point(s) of discharge as mutually agreed upon.
4. **Billing Procedure:** To furnish the Purchaser at the above address not later than the 1st day of each month, with an itemized statement of the amount of wastewater delivered to the Purchaser during the preceding monthly billing period.

B. THE PURCHASER AGREES:

1. **Metering Equipment:** To furnish, install, operate and maintain at its own expense and subject to the Seller's specifications at point of delivery, the necessary metering equipment, including a meter house or pit and required devices of standard type for properly measuring the quantity of wastewater delivered to the Seller and to calibrate such metering equipment whenever requested by the Seller but not more frequently than once every three (3) months. A meter registering not more than five percent (5%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water discharged during such period shall be deemed to be the amount of water discharged in the corresponding period immediately prior to failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read monthly. An appropriate official of the Seller at all reasonable times shall have access to the meter for the purpose of verifying its readings.
2. **Rates and Payment Date:** To pay the Seller, not later than the 20th day of each month for wastewater treated in accordance with the following schedule of rates:
 - a) \$2.94 per 1,000 gallons of wastewater. A 10% surcharge shall be added to all delinquent accounts in accordance with the applicable City Rate Ordinance.

- b) It is agreed that modifications of the above rates shall be made in accordance with any amendments to the City of London Ordinance No. 2004-17 and that such modifications shall be made on a pro rata basis with any adjustments made in such ordinance. Other modifications in rates shall be made at the end of each one-year period.
3. **Odor Controls:** The purchasers agree to be responsible for implementing odor control measures deemed necessary by the London Utility Commission to properly control odors emitted at the point of discharge to the Seller's system as well as points immediately downstream from injection point.
 4. **Repairs:** The Purchaser agrees to repair or pay to the Seller the cost(s) of performing repairs and replacement of infrastructure belonging to the Seller that is damaged by the Purchaser as a result of the discharge of any corrosive, hazardous or flammable liquid or gas.
 5. **Customer Limits:** The amount of wastewater from Purchaser's customers to be served by this agreement shall not exceed 400,000 gallons per day or a peak flow greater than 600 GPM. At such time a new expansion project is planned, a modification to the contract must be presented to the London Utility Commission and projected flows submitted and approved before adding additional customers from any such expansions.
 6. **Flow Discharge:** The amount of daily flow discharge shall not exceed 400,000 gallons per day or a peak flow greater than 600 GPM through the "192 pumping station". Other connection points may be established in flow directed through other pumping stations, but such connection points must be agreed upon by the London Utility Commission. The parties recognize that they may agree as to a new discharge point near the treatment plant and if such occurs, the parties may renegotiate this agreement with regard to the maximum flow of 400,000 gallons per day; however the London Utility Commission is not obligated to do so.
 7. **Modification Costs:** The Purchaser shall bear the cost of any modifications necessary to accommodate additional flows in excess of the volumes specified herein. Should the Purchaser's system continue to grow, the Seller may require the Purchaser to install a force main to a discharge point closer to the treatment plant or larger pumps may have to be installed by the Purchaser at the pumping stations that handle the flow from the Purchaser's system.
 8. **Violation of City of London Ordinance #2011-09:** The Purchaser agrees to notify the Seller of any potential customers that may have a waste stream that could potentially violate London Ordinance #2011-09 or that a potential customer should be included as a part of the industrial pretreatment program. These specifics are outlined in the existing multi-jurisdictional agreement. The Seller shall pass to the Purchaser any additional costs, fines, expenses, penalties or assessments as a result of the same.

9. **Purchaser agrees:** that any connections to the Seller's gravity sewer system, the Purchaser must implement controls necessary to insure that all gravity sewer and the associated appurtenances are constructed and operated in such a manner as to eliminate the potential for intrusion of storm or ground water to the satisfaction of the Seller.
10. **Operation Compliance:** The Purchaser shall operate the sewer system in such a manner that the system is in compliance with all City of London Ordinances.

C. IT IS FURTHER MUTUALLY AGREED BETWEEN THE SELLER AND THE PURCHASER AS FOLLOWS:

1. **Term of Contract:** That this contract may be renewed on an annual basis for Forty-Five (45) years from the date of the initial delivery of wastewater treatment as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.
2. **Failure to Deliver:** That the Seller shall, at all times, operate and maintain its system in an efficient manner and shall undertake to furnish the Purchaser with wastewater treatment required by the Purchaser. Temporary or partial failures to deliver wastewater treatment shall be remedied with all possible dispatch.
3. **Modification of Contract:** That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for wastewater treatment are subject to modification at the end of every one year period. Other provisions of this contract may be modified or altered by mutual agreement.
4. **Successor to the Purchaser:** That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.
5. The parties acknowledge that this document shall not become effective until it has been reviewed and filed by the Kentucky Public Service Commission.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original. This Contract shall supersede all prior contracts that are or may have been in place.

**UTILITY COMMISSION OF THE
CITY OF LONDON, KENTUCKY**

SELLER

By: Troy Rudder
MAYOR, TROY RUDDER
CITY OF LONDON

Attest: Carol Adams
CAROL ADAMS
CITY CLERK

By: Steve Baker
SUPERINTENDENT STEVE BAKER
LONDON UTILITY COMMISSION

By: Michael Hamm
CHAIRMAN MICHAEL HAMM
LONDON UTILITY COMMISSION

Attest: Michael Bowling
MICHAEL BOWLING
SECRETARY/TREASURER

**WOOD CREEK WATER DISTRICT
PURCHASER**

By: Glenn Williams
GLENN WILLIAMS
CHAIRMAN OF THE BOARD

Attest: Earl Bailey
EARL BAILEY
SECRETARY/TREASURER

**PUBLIC SERVICE COMMISSION
COMMONWEALTH OF KENTUCKY**

By: _____

WASTEWATER TREATMENT SERVICES
PURCHASE CONTRACT

This contract for the purchase of wastewater treatment services is entered into as of the 19th day of September, 2008, between the Utility Commission of the City of London, Kentucky, 801 North Main Street, P.O. Box 918, London, Kentucky 40743-0918 (hereinafter referred to as the "Seller") and the Wood Creek Water District, 1670 Daniel Boone Parkway, London, Kentucky 40741 (hereinafter referred to as the "Purchaser").

WITNESSETH

WHEREAS, the Purchaser was created and is existing pursuant to the provisions of Chapter 74 of the Kentucky Revised Statutes, for the purpose of construction and operating a waterworks and sewage collection system serving customers within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a source for wastewater treatment. At this time a new expansion project has been planned, and a modification to the contract is necessary.

WHEREAS, the Seller owns and operates a wastewater treatment works system with a capacity currently capable of serving the present customers of the Seller's system and the estimated flow of wastewater contributors/users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

WHEREAS, by Ordinance No. 2004-17 enacted on the 7th day of January, 2005, by the City of London, Kentucky, the sale of wastewater treatment services to the Purchaser in accordance with the provisions of said Ordinance by the City of London, Kentucky and attested by the City of London, Kentucky and attested by the City Clerk, was duly authorized, and

WHEREAS, by Resolution of the Board of Commissioners of the Purchaser, previously adopted on the 11th day of May, 1998, the purchase of wastewater treatment services from the Seller was approved; subsequently the execution of this Contract by the Chairman of the Board of the Purchaser, and attested by the Secretary was duly authorized by the Board of Commissioners of the Purchaser prior to the execution of the same, such approval having occurred on the 8th day of September, 2008.

The London Utility Commission has approved the same on June 24, 2008 and recommended the same to the Mayor of the City of London.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
10/30/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Stephanie Rumber
Executive Director

A. THE SELLER AGREES:

1. **Quality:** To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this Contract or any renewal or extension thereof, wastewater treatment services meeting and subject to all applicable standards of the Kentucky Natural Resources and Environmental Protection Cabinet, Division of Water.
2. **Quantity:** The Purchaser shall have the right to continue adding additional customers to their system which will increase the amount of wastewater to be treated; however, it is understood that should such additional wastewater create a need for modification to the Seller's system, the Purchaser agrees to be responsible for a proportional part of the cost of such modifications which are necessary to provide continued service.
3. **Point of Delivery:** That wastewater will be accepted into the Seller's system at a point(s) of discharge as mutually agreed upon.
4. **Billing Procedure:** To furnish the Purchaser at the above address not later than the 1st day of each month, with an itemized statement of the amount of wastewater delivered to the Purchaser during the preceding monthly billing period.

B. THE PURCHASER AGREES:

1. **Metering Equipment:** To furnish, install, operate and maintain at its own expense and subject to the Seller's specifications at point of delivery, the necessary metering equipment, including a meter house or pit and required devices of standard type for properly measuring the quantity of wastewater delivered to the Seller and to calibrate such metering equipment whenever requested by the Seller but not more frequently than once every three (3) months. A meter registering not more than five percent (5%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water discharged during such period shall be deemed to be the amount of water discharged in the corresponding period immediately prior to failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read monthly. An appropriate official of the Seller at all reasonable times shall have access to the meter for the purpose of verifying its readings.
2. **Rates and Payment Date:** To pay the Seller, not later than the 20th day of each month for wastewater treated in accordance with the following schedule of rates:
 - a) \$2.74 per 1,000 gallons of wastewater. A 10% surcharge shall be added to all delinquent accounts in accordance with the applicable City Rate Ordinance.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/29/2009
City Rate Ordinance KAR 5:011
SECTION 9 (1)

By 
Executive Director

- b It is agreed that modifications of the above rates shall be made in accordance with any amendments to the City of London Ordinance No. 2004-17 and that such modifications shall be made on a pro rata basis with any adjustments made in such ordinance. Other modifications in rates shall be made at the end of each one-year period.
3. **Odor Controls:** The purchasers agree to be responsible for implementing odor control measures deemed necessary by the London Utility Commission to properly control odors emitted at the point of discharge to the Seller's system as well as points immediately downstream from injection point.
 4. **Repairs:** The Purchaser agrees to repair or pay to the Seller the cost(s) of performing repairs and replacement of infrastructure belonging to the Seller that is damaged by the Purchaser as a result of the discharge of any corrosive, hazardous or flammable liquid or gas.
 5. **Customer Limits:** The number of Purchaser's customers to be served by this agreement shall not exceed 250,000 gallons per day. At such time a new expansion project is planned, a modification to the contract must be presented to the London Utility Commission and projected flows submitted and approved before adding additional customers from any such expansions.
 6. **Flow Discharge:** The amount of daily flow discharge shall not exceed 250,000 gallons per day through the "192 pumping station". Other connection points may be established in flow directed through other pumping stations, but such connection points must be agreed upon by the London Utility Commission. The parties recognize that they may agree as to a new discharge point near the treatment plant and if such occurs, the parties may renegotiate this agreement with regard too the maximum flow of 250,000 gallons per day; however the London Utility Commission is not obligated to do so.
 7. **Modification Costs:** The Purchaser shall bear the cost of any modifications necessary to accommodate additional flows in excess of the volumes specified herein. Should the Purchaser's system continue to grow, the Seller may require the Purchaser to install a force main to a discharge point closer to the treatment plant or larger pumps may have to be installed by the Purchaser at the pumping stations that handle the flow from the Purchaser's system.
 8. **Violation of City of London Ordinance 840:** The Purchaser agrees to notify the Seller of any potential customers that may have a waste stream that could potentially violate London Ordinance 840 or that a potential customer should be included as a part of the industrial pretreatment program. These specifics are outlined in the existing multi-jurisdictional agreement. The Seller shall pass to the Purchaser any additional costs, fines, expenses, penalties or assessments as a result of the same.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EXECUTIVE DIRECTOR

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Stephanie Dumber
Executive Director

9. **Expansion Program for 2004-2005 [Moren Road/Hal Rogers Parkway; Johnson Road/ Hal Rogers Parkway]:** Prior to adding customers for this expansion project the Purchaser agrees to move the point of connection from the Moren Road/Hal Rogers Parkway area to a point agreed upon by the Purchaser's and Seller's representatives near the intersection of Johnson Road/Hal Rogers Parkway. This change is necessary because of the age, size and current load on the Tobacco Road collector sewer system.
10. **Purchaser agrees:** that any connections to the Seller's gravity sewer system, the Purchaser must implement controls necessary to insure that all gravity sewer and the associated appurtenances are constructed and operated in such a manner as to eliminate the potential for intrusion of storm or ground water to the satisfaction of the Seller.
11. **Operation Compliance:** The Purchaser shall operate the sewer system in such a manner that the system is in compliance with all City of London Ordinances.

C. IT IS FURTHER MUTUALLY AGREED BETWEEN THE SELLER AND THE PURCHASER AS FOLLOWS:

1. **Term of Contract:** That this contract may be renewed on an annual basis for Forty-Five (45) years from the date of the initial delivery of wastewater treatment as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.
2. **Failure to Deliver:** That the Seller shall, at all times, operate and maintain its system in an efficient manner and shall undertake to furnish the Purchaser with wastewater treatment required by the Purchaser. Temporary or partial failures to deliver wastewater treatment shall be remedied with all possible dispatch.
3. **Modification of Contract:** That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for wastewater treatment are subject to modification at the end of every one year period. Other provisions of this contract may be modified or altered by mutual agreement.
4. **Successor to the Purchaser:** That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.
5. This document shall not be binding on either party until or unless approved by the Kentucky Division of Water, the Kentucky Public Service Commission, and if necessary, the Kentucky Attorney General.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
10/30/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in three counterparts, each of which shall constitute an original. This Contract shall supersede all prior contracts that are or may have been in place.

**PUBLIC SERVICE COMMISSION
COMMONWEALTH OF KENTUCKY**

By _____

Title _____

**ATTORNEY GENERAL
COMMONWEALTH OF KENTUCKY**

By: _____

Title _____

Attest: _____

Title _____

**UTILITY COMMISSION OF THE
CITY OF LONDON, KENTUCKY
SELLER**

By *Michael F. Hamm*
MICHAEL F. HAMM

Attest *Michael Bowling*
MICHAEL BOWLING
SECRETARY/TREASURER

By *Randy Bingham*
RANDY BINGHAM
SUPERINTENDENT

By *Troy Rudder*
MAYOR, TROY RUDDER
CITY OF LONDON

**WOOD CREEK WATER DISTRICT
PURCHASER**

By: *Glenn Williams*
GLENN WILLIAMS
CHAIRMAN OF THE BOARD

Attest: *Earl Bailey*
EARL BAILEY
SECRETARY/TREASURER

By *Donta Evans*
DONTA EVANS
SUPERINTENDENT
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE 10/30/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By *Stephanie Hunter*
Executive Director

MULTI-JURISDICTIONAL AGREEMENT

BETWEEN

THE UTILITY COMMISSION OF THE CITY OF LONDON

AND

WOOD CREEK WATER DISTRICT

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 24 1998

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Stephan O Bell
SECRETARY OF THE COMMISSION

This Agreement is entered into this 19TH day of MAY, 1998, between The Utility Commission of the City of London (hereinafter referred to as "London Utility Commission") and Wood Creek Water District (hereinafter jointly referred to as the "Parties").

R E C I T A L S

1. London Utility Commission owns and operates a wastewater treatment system.
2. Wood Creek Water District is seeking utilization of this wastewater treatment system for a sewage collection system it will build and operate.
3. Proposed facilities to be located in Wood Creek Water District's service area may include industrial waste. These facilities are hereinafter referred to as industrial users.
4. London Utility Commission must implement and enforce a pretreatment program to control discharges from all industrial users of its wastewater treatment system pursuant to requirements set out in 40 CFR Part 403 (and State Code citation if appropriate). In this Agreement Wood Creek Water District agrees to adopt by resolution a set of Rules and Regulations governing its sewer system that subjects the industrial users within its boundaries to the necessary pretreatment controls and London Utility Commission is authorized to implement and enforce said Rules and Regulations.

AGREEMENT

1.A. Wood Creek Water District will adopt by resolution a set of Rules and Regulations governing its sewer system which are no less stringent and are as broad in scope as the sewer use ordinance (City of London Sewer Use Ordinance (#840) of the London Utility Commission. Wood Creek Water District will forward to London Utility Commission for

review a draft of its proposed Rules and Regulations within ninety (90) days of the date of this Agreement. Both Parties hereto acknowledge that Wood Creek Water District is subject to the jurisdiction of the Public Service Commission of Kentucky ("PSC") and that any Rules and Regulations promulgated by Wood Creek Water District must be approved by the PSC, prior to adoption. After approval of the draft rules and regulations (Not including final rates to be charged to the Wood Creek customers) by the London Utility Commission, Wood Creek Water District will proceed to make final submissions to both the Division of Water and the Public Service Commission. Wood Creek Water District will adopt final rules within thirty (30) days of final Public Service Commission approval and will forward same to London Utility Commission.

1.B. Whenever the City of London revises its sewer use ordinance, it will forward a copy of the revisions to Wood Creek Water District. Wood Creek Water District will adopt revisions to its Rules and Regulations that are at least as stringent as those adopted by the London Utility Commission/City of London, provided such revisions are approved by the PSC. Wood Creek Water District will forward to the PSC and London Utility Commission for review its proposed revisions within thirty (30) days of receipt of the London Utility Commission/City of London revisions. Wood Creek Water District will adopt its revisions within thirty (30) days of receiving approval from the PSC and London Utility Commission of the content thereof.

1.C. Wood Creek Water District will submit to the PSC for approval pollutant specific local limits which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by London Utility Commission/City of London. If London Utility Commission makes any revisions or additions to its local limits, London Utility Commission will forward to Wood Creek Water District a copy of such revisions or additions within thirty (30) days for enactment thereof. Wood Creek Water District will submit to the PSC for approval any such revisions or additions within thirty (30) days of receipt thereof.

2.A. Wood Creek Water District designates London Utility Commission as the agent of Wood Creek Water District for the purposes of implementation and enforcement of Wood Creek Water District's Rules and Regulations against industrial users located in the territorial boundaries of Wood Creek Water District. London Utility Commission may take any action under Wood Creek Water District's Rules and Regulations that could have been taken by Wood Creek Water District, including the enforcement of the Rules and Regulations in courts of law. London Utility Commission agrees to provide wood Creek Water District with a copy of all documentation relating to enforcement of the Wood Creek Water District Rules and Regulations as it applies to industrial users, including all correspondence, permits, court pleading, etc.

2.B. London Utility Commission/City of London, on behalf of and as agent for Wood Creek Water District, will perform technical and administrative duties necessary to implement

PUBLIC SERVICE COMMISSION
OF KENTUCKY
SECRETARY

JUL 24 1998

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan O. Bue
SECRETARY OF THE COMMISSION

and enforce Wood Creek Water District's Rules and Regulations. London Utility Commission will: (1) update the industrial waste survey; (2) issue permits to all industrial users required to obtain a permit; (3) conduct inspections, sampling and analysis; (4) take all appropriate enforcement action is outlined in London Utility commission's enforcement response plan and provided for in Wood Creek Water District's Rules and Regulations; and (5) perform any other technical or administrative duties and Parties deem appropriate. London Utility Commission agrees to provide Wood Creek Water District with a copy of all documentation relating to items 1 thru 5 of this paragraph 2(B) as it applies to industrial users, including all correspondence, reports, surveys, permits, court pleading, etc. In addition, London Utility Commission may, as agent of Wood Creek Water District, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

3. Before an industrial user located outside the territorial boundaries of Wood Creek Water District discharges into Wood Creek Water District's sewer system, Wood Creek Water District and London Utility Commission will enter into an agreement with the jurisdiction in which such industrial user is located. Such agreement will be substantially equivalent to this Agreement and must be entered into prior to a discharge from any such industrial user.

4. London Utility Commission shall enforce Wood Creek Water District's Rules and Regulations as pertains to pretreatment as specified in this agreement. Wood Creek Water District agrees to reimburse the London Utility Commission for any costs, including but not limited to attorney fees, court costs, expert witness fees, arbitration and mediation fees or costs and any other fees or costs associated in any manner with the enforcement or interpretation of this agreement in any judicial forum. Any actions concerning the enforcement or interpretation of this agreement shall be in the Laurel Circuit Court. Wood Creek Water District shall be consulted at all steps of any litigation for which it will be liable for any costs and shall have the right to participate in all decisions concerning said litigation.

5.A. If any term of this Agreement is held to be invalid in judicial action, the remaining terms will be unaffected.

5.B. The Parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. 1251 et seq.) and rules and regulations (see 40 CFR Part 403) issued thereunder, as necessary, but at least once every year on a date to be determined by the Parties.

5.C. The Utility Commission of the City of London, 801 North Main Street, P.O. Box 918, London, Kentucky 40743-0918, may terminate this Agreement by providing one hundred eighty (180) days written notice, by "certified mail", to the Wood Creek Water District, District Director, P.O. Box 670, London, Kentucky 40743-0670.

JUL 24 1998

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Daniel Boone Parkway, London, Kentucky 40741. All benefits and obligations under this Agreement will cease following one hundred eighty (180) days from receipt of such notice.

6. If the authority of London Utility Commission to act as agent for Wood Creek Water District under this Agreement is questioned by an industrial user, court of law, or otherwise, Wood Creek Water District will take whatever action is necessary, including all legal fees incurred and any and all associated expense to ensure the implementation and enforcement of its Rules and Regulations against its industrial users, including, but not limited to, implementing and enforcing its Rules and Regulations on its own behalf and/or amending this Agreement to clarify London Utility Commission's authority.

7. This document shall not be binding on either party until or unless approved by the Kentucky Division of Water, the Kentucky Public Service Commission, and if necessary, the Kentucky Attorney General.

**UTILITY COMMISSION OF THE
CITY OF LONDON**

By *Michael F. Hamm*
Michael F. Hamm
Chairman of the Board

Attest *Stephen Chesnut*
Stephen Chesnut
Secretary / Treasurer

WOOD CREEK WATER DISTRICT

By *Gene Kennedy*
Gene Kennedy
Chairman of the Board

Attest *Earl Bailey*
Earl Bailey
Secretary / Treasurer

**PUBLIC SERVICE COMMISSION
COMMONWEALTH OF KENTUCKY**

By _____

Title _____

Attest _____

Title _____

**ATTORNEY GENERAL
COMMONWEALTH OF KENTUCKY**

By _____

Title _____

Attest _____
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Title _____

JUL 24 1998

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: *Stephan D. Bell*
SECRETARY OF THE COMMISSION

WOOD CREEK WATER DISTRICT

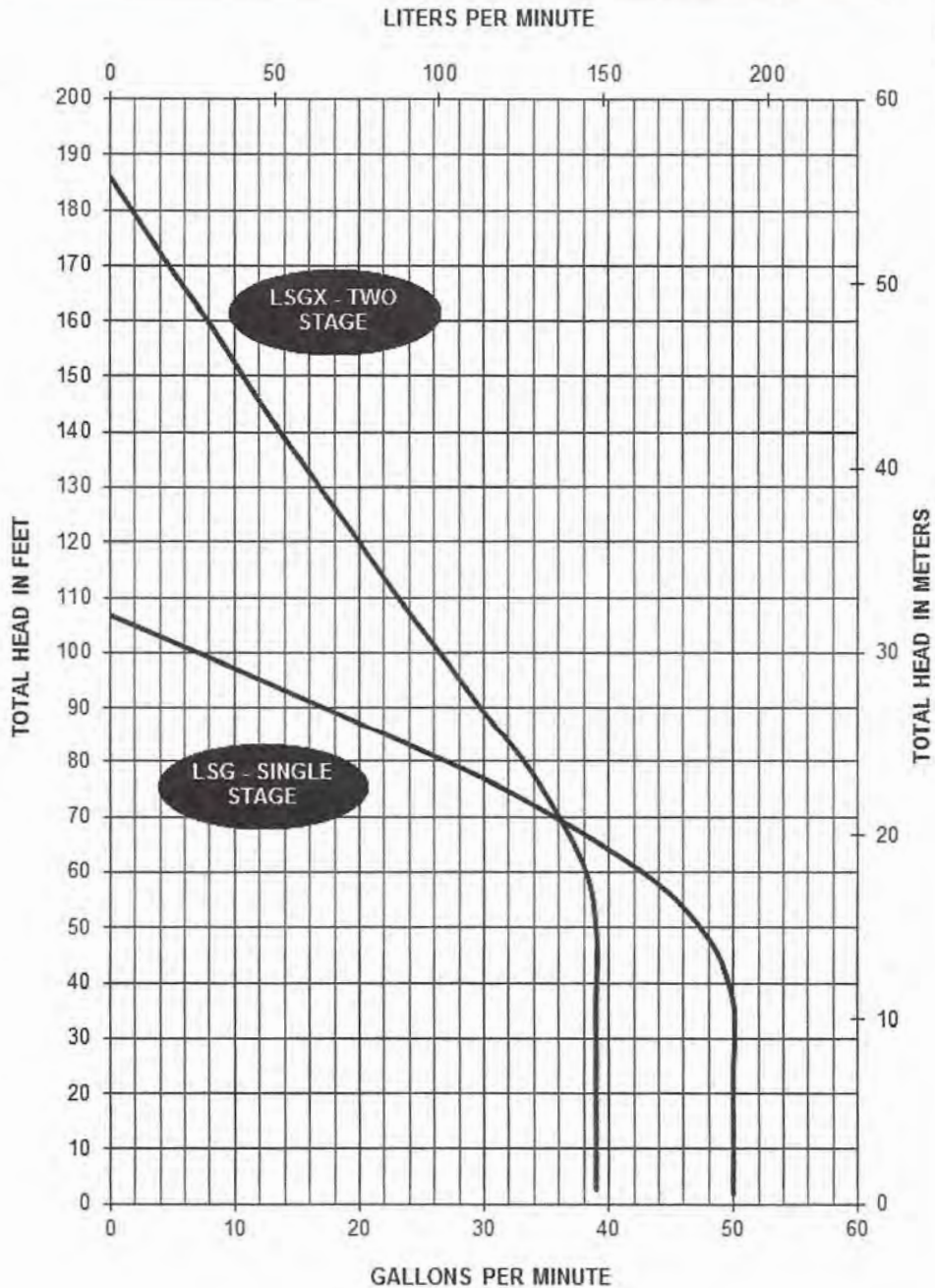
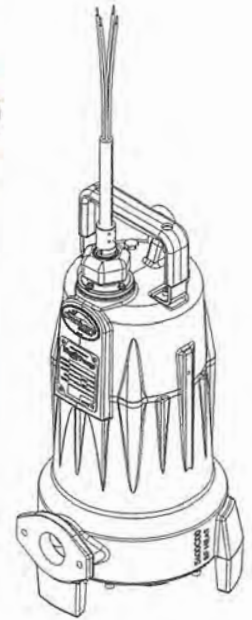
NAME	CLASS	TYPE	NO.	Agency Interest No.	Expires
Billy Chaney	2	WW Collection	20283	28342	6/30/2019
	1	WW Treatment	14959		6/30/2019
Arvin Gay	2	WW Collection	19972	106347	6/30/2019
Chase Casteel	2	WW Collection	19973	70677	6/30/2019
Tyler Evans	2	WW Collection	26368	47086	6/30/2017
Robert Doan II	2	WW Collection	19318	31290	6/30/2019
Jarrold Lee George	2	WW Collection	24495	77776	6/30/2019
Joshua A. Durham	2	WW Collection	19676	105810	6/30/2019
Carl Roark	1	WW Treatment	14986	50340	6/30/2019
	2	WW Collection	19317		6/30/2019
Christopher L. Mills	2	WW Collection	24497	114239	6/30/2019
Timothy L. Edwards	2	WW Collection	24496	105006	6/30/2019
David Williams	2	WW Collection	19564	103166	6/30/2019

Pump Specifications

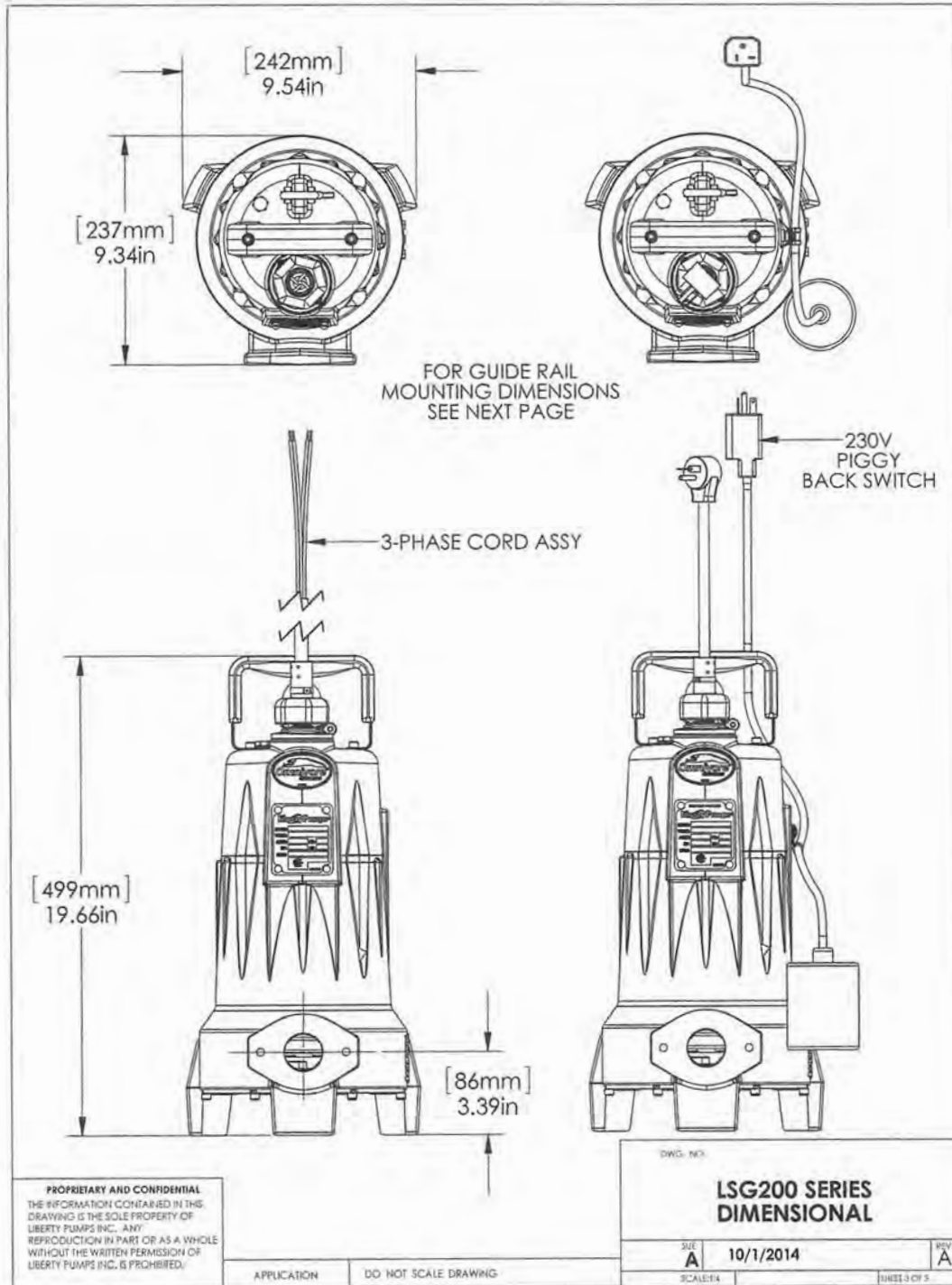
LSG200-SERIES (SINGLE STAGE)

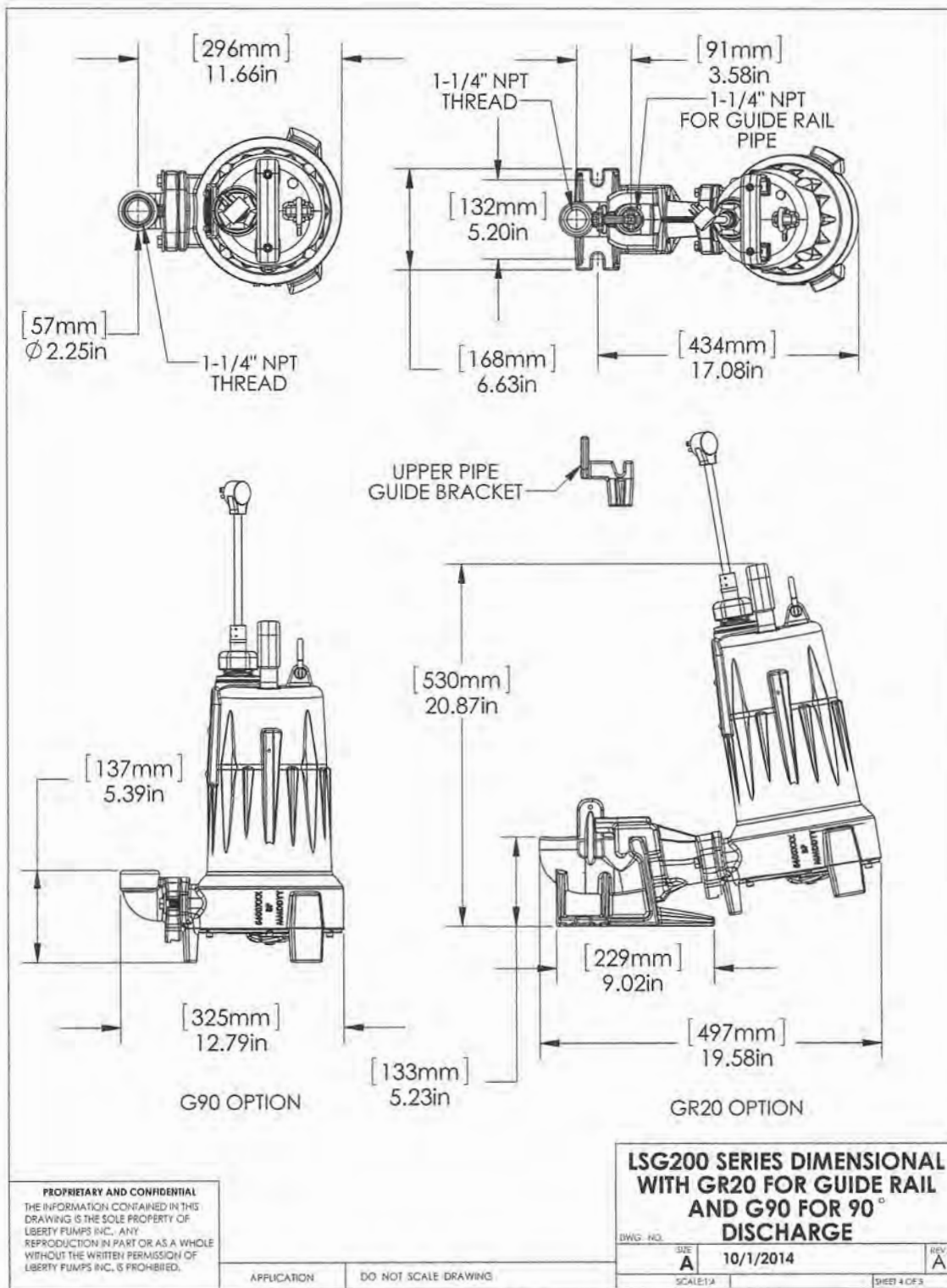
LSGX200-SERIES (TWO STAGE)

Omnivore® 2HP Submersible Grinder Pumps



LSG/LSGX 200-Series Dimensional data





LSG/LSGX 200-Series Electrical data

MODEL	H P	VOLTAGE	PHASE	SF	FULL LOAD AMPS	LOCKED ROTOR AMPS	THERMAL OVERLOAD TEMP	STATOR WINDING CLASS	CORD LENGTH FT	DISCHARGE	AUTOMATIC
LSG202A	2	208/230	1	1.0	15	53	105°C 221°F	B	25	1-1/4" NPT + FLANGE	YES
LSG202M	2	208/230	1	1.0	15	53	105°C 221°F	B	25	1-1/4" NPT + FLANGE	NO
LSG202M-3*	2	208/230	1	1.0	15	53	105°C 221°F	B	35	1-1/4" NPT + FLANGE	NO
LSG202M-C*	2	208/230	1	1.0	15	53	135°C 275°F	B	35	1-1/4" NPT + FLANGE	NO
LSG203M	2	208/230	3	1.0	10.6	61	N/A	B	25	1-1/4" NPT + FLANGE	NO
LSG204M	2	440-480	3	1.0	5.3	31	N/A	B	25	1-1/4" NPT + FLANGE	NO
LSG205M	2	575	3	1.0	4.9	31	N/A	B	25	1-1/4" NPT + FLANGE	NO
LSGX202A	2	208-230	1	1.0	15	53	135°C 275°F	B	25	1-1/4" NPT + FLANGE	YES
LSGX202M	2	208-230	1	1.0	15	53	135°C 275°F	B	25	1-1/4" NPT + FLANGE	NO
LSGX202M-3*	2	208-230	1	1.0	15	53	135°C 275°F	B	35	1-1/4" NPT + FLANGE	NO
LSGX202M-C*	2	208-230	1	1.0	15	53	135°C 275°F	B	35	1-1/4" NPT + FLANGE	NO
LSGX203M	2	208/230	3	1.0	10.6	61	N/A	B	25	1-1/4" NPT + FLANGE	NO
LSGX204M	2	440-480	3	1.0	5.3	31	N/A	B	25	1-1/4" NPT + FLANGE	NO
LSGX205M	2	575	3	1.0	4.9	31	N/A	B	25	1-1/4" NPT + FLANGE	NO

*Notes: ¹ LSG202M-C & LSGX202M-C are for external capacitor applications and require the use of control panels fitted with properly matched capacitors and start relays. Consult Liberty Pumps catalog for proper panel model when ordering. For retrofit applications, order Liberty start kit K001316 which includes the correct Start Capacitor, Run capacitor, and Potential Start Relay. In all cases, control panels must be constructed per applicable UL and/or CSA standards and be installed per NEC.

² LSG202M-3 and LSGX202M-3 35' cord manual pump models have bare leads (no plug end)

LSG/LSGX 200-Series Technical Data

IMPELLER	300 SERIES S.S.
PAINT	POWDER COAT
MAX LIQUID TEMP	60°C 140°F
MAX STATOR TEMP	140°C
THERMAL OVERLOAD	SEE ABOVE (single phase only) SJOOW (1-Phase) / SEOOO (3-phase)
POWER CORD TYPE	SOOW (external capacitor models)
MOTOR HOUSING	CLASS 25 CAST IRON
VOLUTE	CLASS 25 CAST IRON
SHAFT	300 SERIES S.S.
HARDWARE	STAINLESS
ORINGS	BUNA N
MECHANICAL SEAL	UNITIZED SILICON CARBIDE
MIN BEARING LIFE	50,000 HRS

LSG/LSGX 200-Series Specifications

1.01 GENERAL:

The contractor shall provide labor, material, equipment, and incidentals required to provide _____ (QTY) centrifugal grinder pumps as specified herein. The pump models covered in this specification are Series LSG200 and LSGX200 single phase or three phase grinder pumps. The pump furnished for this application shall be model _____ as manufactured by Liberty pumps.

2.01 OPERATING CONDITIONS:

Each submersible pump shall be rated at 2 hp _____ volts _____ phase 60 Hz. 3450 RPM. The unit shall produce _____ G.P.M. at _____ feet of total dynamic head.

The submersible pump shall be capable of handling residential and commercial sewage and grinding it to a fine slurry, enabling it to be pumped over long distances in pipelines as small as 1.25" in diameter. The LSG series single stage submersible pump shall have a shut-off head of 110 feet and a maximum flow of 50 GPM @ 10 feet of total dynamic head. The LSGX series two stage submersible pump shall have a shut-off head of 185 feet and a maximum flow of 38 GPM @ 10 feet of total dynamic head.

Single phase pumps shall have capacitors and start relay mounted ____ in the pump, or ____ in the panel.

The pump shall be controlled with:

_____ A piggy back style on/off float switch (Single Phase Only).

_____ A NEMA 4X outdoor simplex control panel with three float switches and a high water alarm.

_____ A NEMA 1 indoor simplex control panel with three float switches and a high water alarm.

_____ A NEMA 4X outdoor duplex control panel with three float switches and a high water alarm.

_____ A NEMA 1 indoor duplex control panel with three float switches and a high water alarm.

_____ A NEMA 4X outdoor duplex control panel with four float switches and a high water alarm.

_____ A NEMA 1 indoor duplex control panel with four float switches and a high water alarm.

3.01 CONSTRUCTION:



Each centrifugal grinder pump shall be equal to the ^C ^{US} certified Series LSG Grinder pumps as manufactured by Liberty Pumps, Bergen NY. The castings shall be constructed of class 25 cast iron. The motor housing shall be oil filled to dissipate heat. Air filled motors shall not be considered equal since they do not properly dissipate heat from the motor. All mating parts shall be machined and sealed with a Buna-N o-ring. All fasteners exposed to the liquid shall be stainless steel. The motor shall be protected on the top side with sealed cord entry plate with molded pins to conduct electricity eliminating the ability of water to enter internally through the cord. The motor shall be protected on the lower side with a dual seal arrangement. The first seal is a double lip seal molded in elastomeric rubber.

The second / main seal shall be a unitized hard face silicon carbide seal with stainless steel housings and spring.

The upper and lower bearing shall be capable of handling all radial thrust loads. The lower bearing shall have the additional ability to handle the downward axial thrust produced by the impeller and cutters by design of angular contact roller races. The pump housing shall be of the concentric design thereby equalizing the pressure forces inside the housing which will extend the service life of the seals and bearings.

Additionally there shall be no cutwater in the housing volute in order to discourage the entrapment of flowing debris. The pump shall be furnished with stainless steel handle having a nitrile grip.

4.01 ELECTRICAL POWER CORD

The submersible pump shall be supplied with 25 feet of multi-conductor power cord (35ft for LSG202M-C and LSGX202M-C external capacitor models). It shall be cord type SJOOW (1-phase) or SEOOW (3-phase) or SOOW (external capacitor models), capable of continued exposure to the pumped liquid. The power cord shall be sized for the rated full load amps of the pump in accordance with the National Electric Code. The power cable shall not enter the motor housing directly but will conduct electricity to the motor by means of a water tight compression fitting cord plate assembly, with molded pins to conduct electricity. This will eliminate the ability of water to enter internally through the cord, by means of a damaged or wicking cord.

5.01 MOTORS

All motors shall be oil filled, class B insulated NEMA B design, rated for continuous duty. Since air filled motors are not capable of dissipating heat they shall not be considered equal. Single phase pump motors shall be capacitor start/ capacitor run and have an integral thermal overload switch in the windings for protecting the motor. Three phase motors shall be used with an appropriate controller with integral overload protection. On all single phase models (excluding LSG202M-C and LSGX202M-C), the capacitor circuit shall be mounted internally and motors shall have an integral solid state starting circuit switch for switching the start winding off.

6.01 BEARINGS AND SHAFT

An upper radial and lower thrust bearing shall be required. The upper bearing shall be a single ball / race type bearing. The lower bearing shall be an angular contact heavy duty ball / race type bearing, designed to handle axial grinder pump thrust loads. Both bearings shall be permanently lubricated by the oil, which fills the motor housing. The bearing system shall be designed to enable proper cutter alignment from shut off head to maximum load at 10 ' of TDH. The motor shaft shall be made of 300 or 400 series stainless steel and have a minimum diameter of .670".

7.01 SEALS

The pump shall have a dual seal arrangement consisting of a lower and upper seal to protect the motor from the pumping liquid. The lower seal shall be a elastomeric rubber molded double lip seal, designed to exclude foreign material away from the main upper seal. The upper seal shall be a unitized silicon carbide hard face seal with stainless steel housings and spring equal to Crane Type T-6a. The motor plate / housing interface shall be sealed with a Buna-N o-ring.

8.01 IMPELLER

The impeller shall be a investment cast stainless steel impeller, with pump out vanes on the back shroud to keep debris away from the seal area. it shall be keyed and bolted to the motor shaft.

9.01 CUTTER MECHANISM

The cutter and plate shall consist of 440 stainless steel with a Rockwell C hardness of 55-60. The stationary cutter plate shall have specially designed orifices through it, which enable the slurry to flow through the pump housing at an equalized pressure and velocity. The stationary cutter plate shall consist of V shapes to maximize cutting action and arc shape exclusion slots to outwardly eject debris from under the rotary cutter. The rotary cutter shall have (4) blades and be designed with a recessed area behind the cutting edge to prevent the accumulation and binding of any material between rotary cutter and the stationary cutter plate. The cutting system must incorporate close tolerances for optimum performance. Ring or radial cutters, or those that grind on the outside circumference of shall not be considered equal.

10.01 CONTROLS

All single phase units (excluding external cap models) can be supplied with CSA and UL approved automatic wide angle tilt float switches. The switches shall be equipped with piggy back style plug that allows the pump to be operated manually without the removal of the pump in the event that a switch becomes inoperable. Manual Pumps are operable by means of a pump control panel.

11.01 PAINT

The exterior of the casting shall be protected with Powder Coat paint.

12.01 SUPPORT

The pump shall have cast iron support legs, enabling it to be a free standing unit. The legs will be high enough to allow solids and long stringy debris to enter the cutter assembly.

13.01 SERVICEABILITY

Components required for the repair of the pump shall be shipped within a period of 24 hours.

14.01 FACTORY ASSEMBLED TANK SYSTEMS WITH GUIDE RAIL AND QUICK DISCONNECT DISCHARGE

_____ Guide factory mounted rail system with pump suspended by means of bolt on quick disconnect which is sealed by means of nitrile grommets. The Discharge piping shall be schedule 80 PVC and furnished with a PVC shut-off ball valve. The Tank shall be wound fiberglass or roto-molded plastic. A cast iron inlet hub shall be provided with the fiberglass systems.

- _____ Stainless steel Guide Rail
- _____ Zinc plated steel Guide Rail
- _____ "diameter of basin size
- _____ "height of basin size
- _____ "distance from top of tank to discharge pipe outlet
- _____ Fiberglass cover
- _____ Structural foam polymer cover
- _____ Steel cover
- _____ Simplex System with Outdoor panel and alarm
- _____ Duplex System with Outdoor panel and alarm
- _____ Separate Outdoor Alarm
- _____ Remote Outdoor Alarm

15.01 TESTING

The pump shall have a ground continuity check and the motor chamber shall be Hi-potted to test for electrical integrity, moisture content and insulation defects. The motor and volute housing shall be pressurized, and an air leak decay test is performed to ensure integrity of the motor housing. The pump shall be run, voltage current monitored, and the tester checks for noise or other malfunction.

16.01 QUALITY CONTROL

The pump shall be manufactured in an ISO 9001 certified Facility.

17.01 WARRANTY

Standard limited warranty shall be 3 years.

Liberty pump supplier shall be responsible for all costs, necessary paperwork, communications involved with pickup, return of warranty pumps to Liberty, and delivery of new warranty covered pumps back to the owners warehouse.

6. 3 Year Limited Warranty

Liberty Pumps, Inc. warrants that pumps of its manufacture are free from all factory defects in material and workmanship for a period of 3 years from the date of purchase. The date of purchase shall be determined by a dated sales receipt noting the model and serial number of the pump. The dated sales receipt must accompany the returned pump if the date of return is more than 3 years from the "CODE" (date of manufacture) number noted on the pump nameplate.

The manufacturer's obligation under this Warranty shall be limited to the repair or replacement of any parts found by the manufacturer to be defective, provided the part or assembly is returned freight prepaid to the manufacturer or its authorized service center, and provided that none of the following warranty-voiding characteristics are evident.

The manufacturer shall not be liable under this Warranty if the product has not been properly installed; if it has been disassembled, modified, abused or tampered with; if the electrical cord has been cut, damaged or spliced; if the pump discharge has been reduced in size; if the pump has been used in water temperatures above the advertised rating, or water containing sand, lime, cement, gravel or other abrasives; if the product has been used to pump chemicals or hydrocarbons; if a non-submersible motor has been subjected to excessive moisture; or if the label bearing the serial, model and code number has been removed. Liberty Pumps, Inc. shall not be liable for any loss, damage or expenses resulting from installation or use of its products, or for consequential damages, including costs of removal, reinstallation or transportation.

There is no other express warranty. All implied warranties, including those of merchantability and fitness for a particular purpose, are limited to three years from the date of purchase.

This Warranty contains the exclusive remedy of the purchaser, and, where permitted, liability for consequential or incidental damages under any and all warranties are excluded.

Liberty pump supplier shall be responsible for all costs, necessary paperwork, communications involved with pickup, return of warranty pumps to Liberty, and delivery of new warranty covered pumps back to the owners warehouse.

Liberty pump supplier shall have a full service pump repair center, with on staff pump service technicians and pump service fleet.



7000 Apple Tree Avenue
Bergen, NY 14416
Phone: (800) 543-2550
Fax: (585) 494-1839
www.libertypumps.com



Matthew G. Bevin
Governor

Charles G. Snaveley
Secretary
Energy and Environment Cabinet

Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, Kentucky 40602-0615
Telephone: (502) 564-3940
Fax: (502) 564-3460
psc.ky.gov

Michael J. Schmitt
Chairman

Robert Cicero
Vice Chairman

Daniel E. Logsdon Jr.
Commissioner

June 8, 2017

Jay Williamson
Assistant Superintendent
Wood Creek Water District
1670 East Hal Rogers Parkway, P. O. Box 726
London, KY 40743

Re: Periodic Waste Water Inspection
Wood Creek Water District – Waste water Division
Laurel County, KY

Dear Williamson:

Public Service Commission staff performed a periodic inspection of the Wood Creek Water District (Waste water Division) system on April 27, 2017, reviewing utility operations and management practices pursuant to Commission regulations. The report of this inspection is enclosed with this letter.

Based on the inspector's observations, the following deficiency was identified:

1. The utility does not make daily inspections of the 1087 residential grinder stations within their sewer system as per 807 KAR 5:071, Section 7(4) that states, the sewage utility shall make inspections of all mechanical equipment on a daily basis.

For the deficiency listed above, please provide an explanation of why this occurred, what action is being taken to correct it and what actions are being taken to prevent this deficiency from occurring again. A letter addressing the organization's actions regarding the deficiency needs to be submitted by July 10, 2017.

Please review the enclosed inspection report in its entirety as you will find further information noted in regard to the inspection. If you have any questions regarding this inspection, feel free to contact Brian L. Rice at 502-330-5986 or via email at Brian.Rice@ky.gov

Periodic Waste Water Inspection
Wood Creek Water District (Waste Water Division)
June 1, 2017
Page 2 of 2

Sincerely,



Brian L. Rice
Utility Regulatory & Safety Investigator
Public Service Commission

Enclosure(s)

Copy: Glen Williams, Wood Creek Water District (Waste Water Division)

Kentucky Public Service Commission

Periodic Compliance Inspection

Utility: Wood creek Water District – Wastewater Division

Utility location: 1670 Hal Rogers Parkway P. O. Box 726, London, KY 40743

Utility representative during inspection:

Jay Williamson,

Counties served: Laurel County

Customers: 1235

Investigator: Brian L. Rice

Date(s) of inspection: April 27, 2017

Date(s) of last inspection: July 1, 2014

Deficiencies noted during last inspection: 0

Have deficiencies been corrected since last inspection:

Yes No N/A

If no, provide a response as to why these deficiencies have not been addressed.

Primary utility representative(s) involved with inspection:

<u>Name</u>	<u>Title</u>
Jay Williamson	Assistant Superintendent
Brad Wilson	Project Coordinator
DeWayne Lewis	Office Manager
Carl Roark	Foreman

Kentucky Public Service Commission

Periodic Compliance Inspection

Who with the utility should receive the inspection report cover letter from the commission?

Name: Jay Williamson

Title: Assistant Superintendent

Mailing address: P. O. Box 726 London, KY 40743

Phone number: (606) 878-9420

General Questions

Treatment Facility: Yes No N/A

Collection System: Yes No N/A

Note: This is collection system only. Wood Creek WD-Sewer Division collects the wastewater and sends it to the city of London to be treated.

Age of System: According to the 2015 annual report, sewer utility began operations on August 1, 2001

Type of Collection system. (Ex. Gravity, low pressure system, etc.): Low pressure system.

Are both the pumping equipment and electrical wiring in each lift station protected from exposure to the elements?

Yes No N/A

Are their residential grinder stations in the utility's system?

Yes No N/A

Who owns the residential grinder stations?

Utility

Kentucky Public Service Commission

Periodic Compliance Inspection

Who maintains the residential grinder stations? Utility Residents N/A

Utility Residents N/A

How often are the residential grinder stations inspected?

Note: Utility inspects them Annually

Utility Information

Number of Utility Employees: 39

Number of Office Employees: 8

Number of Certified Wastewater Treatment Employees: 2

Number of Certified Collection Employees: 11

Utility Chairperson/President: Glen Williams/Chairman

Utility Manager/Supervisor: Donta Evans

807 KAR 5:006 (General Rules)

Section 4: Reports

Has the utility filed its gross annual operating revenue report?

Yes No N/A

Section 7: Billings, Meter Readings, and Information.

Billing and Collection is done by: Wood Creek Water District

Kentucky Public Service Commission

Periodic Compliance Inspection

Does each bill for utility service issued periodically by a utility clearly show the following?

The date the bill was issued: Yes No N/A

Class of service: Yes No N/A

Present and last preceding meter readings: Yes No N/A

Date of the present reading: Yes No N/A

Number of units consumed: Yes No N/A

Meter constant, if applicable: Yes No N/A

Net amount for service rendered: Yes No N/A

All taxes: Yes No N/A

Adjustments, if applicable: Yes No N/A

The gross amount of the bill: Yes No N/A

The date after which a penalty may apply to the gross amount:

Yes No N/A

If the bill is estimated or calculated: Yes No N/A

Is the rate schedule under which the bill is computed posted on the utility's Web site (if it maintains a Web site)? Yes No N/A

Also furnished by one (1) of the following methods, by:

Printing it on the bill: Yes No N/A

Publishing it in a newspaper of general circulation once each year:

Yes No N/A

Mailing it to each customer once each year; or:

Yes No N/A

Kentucky Public Service Commission

Periodic Compliance Inspection

Provide a place on each bill for a customer to indicate the customer's desire for a copy of the applicable rates:

Yes No N/A

Does the utility maintain the information required by this subsection, and is it available to the commission and any customer requesting this information?

Yes No N/A

Section 8. Deposits.

Is the utility requiring a minimum cash deposit or other guarantee from customers to secure payment of bills?

Yes No N/A

Section 10: Customer Complaints to the Utility

Upon complaint to a utility by a customer at the utility's office, by telephone or in writing, does the utility make a prompt and complete investigation and advise the customer of the utility's findings?

Yes No N/A

Does the utility keep a record of all written complaints concerning the utility's service?

Yes No N/A

Does the record include the following?

The customer's name and address: Yes No N/A

The date and nature of the complaint: Yes No N/A

The disposition of the complaint: Yes No N/A

Does the utility maintain these records for two (2) years from the date of resolution of the complaint?

Kentucky Public Service Commission

Periodic Compliance Inspection

Yes No N/A

If a written complaint or a complaint made in person at the utility's office is not resolved, does the utility provide written notice to the customer of his or her right to file a complaint with the commission?

Yes No N/A

Does the utility provide the customer with the mailing address, Web site address, and telephone number of the commission?

Yes No N/A

If a telephonic complaint is not resolved, does the utility provide at least oral notice to the customer of his or her right to file a complaint with the commission?

Yes No N/A

Section 14: Utility Customer Relations

Does the utility post and maintain regular business hours and provide representatives available to assist its customers and to respond to inquiries from the commission regarding customer complaints?

Yes No N/A

Does the utility designate at least one (1) representative to be available to answer customer questions, resolve disputes, and negotiate partial payment plans at the utility's office?

Yes No N/A

If the utility's annual operating revenue is \$250,000 or more is there a designated representative available during the utility's established working hours not fewer than seven (7) hours per day, five (5) days per week excluding legal holidays?

Yes No N/A

If the utility's annual operating revenue is less than \$250,000 make is there a designated representative available during the utility's established working hours

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not fewer than seven (7) hours per day, one (1) days per week?

Yes No N/A

Does the utility provide the following:

Maintain a telephone: Yes No N/A

Publish the telephone number in all service areas:

Yes No N/A

Permit all customers to contact the utility's designated representative without charge:

Yes No N/A

Does the utility prominently display in each office open to the public for customer service (and shall post on its Web site, if it maintains a Web site) a summary, prepared and provided by the commission, of the customer's rights pursuant to this section and Section 16 of this administrative regulation?

Yes No N/A

Section 20: Access to Property

Do employees of the utility (whose duties require him to enter the customer's premises) wear a distinguishing uniform or other insignia, identifying them as an employee of the utility, and show a badge or other identification that shall identify them as an employee of the utility?

Yes No N/A

Section 23: System Maps and Records

Does the utility have on file at its principal office located within the state and shall file upon request with the commission a map or maps of suitable scale of the general territory it serves or holds itself ready to serve?

Yes No N/A

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Is the map or maps available in electronic format as a PDF file or as a digital geographic database?

Yes No N/A

Is following data available on the map or maps?

Operating districts: Yes No N/A

Rate districts Yes No N/A

Communities served: Yes No N/A

Section 24: Location of Records.

All records required by 807 KAR Chapter 5 shall be kept in the office of the utility and shall be made available to representatives, agents, or staff of the commission upon reasonable notice at all reasonable hours.

Are all records required by 807 KAR Chapter 5 kept in the office of the utility and shall be made available to representatives, agents, or staff of the commission upon reasonable notice at all reasonable hours?

Yes No N/A

Section 25: Safety Program:

Each utility shall adopt and execute a safety program, appropriate to the size and type of its operations. At a minimum, the safety program shall:

(1) Establish a safety manual with written guidelines for safe working practices and procedures to be followed by utility employees;

(2) Instruct employees in safe methods of performing their work.

(3) Instruct employees who, in the course of their work, are subject to the hazard of electrical shock, asphyxiation, or drowning, in accepted methods of artificial respiration.

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Has the utility adopted and executed a safety program, appropriate to the size and type of its operations?

Yes No N/A

Has the utility established a safety manual with written guidelines for safe working practices and procedures to be followed by utility employees?

Yes No N/A

Has the utility instructed their employees in safe methods of performing their work?

Yes No N/A

Instruct employees who, in the course of their work, are subject to the hazard of electrical shock, asphyxiation, or drowning, in accepted methods of artificial respiration:

Yes No N/A

Section 26: Inspection of Systems:

(1) A utility shall adopt inspection procedures to assure safe and adequate operation of the utility's facilities and compliance with KRS Chapter 278 and 807 KAR Chapter 5 and shall file these procedures with the commission for review.

(2) Upon receipt of a report of a potentially hazardous condition at a utility facility, the utility shall inspect all portions of the system that are the subject of the report.

(3) Appropriate records shall be kept by a utility to identify the inspection made, the date and time of inspection, the person conducting the inspection, deficiencies found, and action taken to correct the deficiencies.

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Has the utility adopted inspection procedures to assure safe and adequate operation of the utility's facilities and compliance with KRS Chapter 278 and 807 KAR Chapter 5?

Yes No N/A

Have these inspection procedures been filed with the commission for review?

Yes No N/A

Upon receipt of a report of a potentially hazardous condition at a utility facility, does the utility inspect all portions of the system that are the subject of the report?

Yes No N/A

Are appropriate records kept by a utility to identify the inspection made, the date and time of inspection, the person conducting the inspection, deficiencies found, and action taken to correct the deficiencies?

Yes No N/A

(8) Sewage utility inspection. Each sewage utility shall make systematic inspections of its system in the manner established in 807 KAR 5:071 to ensure that the commission's safety requirements are being met. These inspections shall be made as often as necessary but not less frequently than as established in 807 KAR 5:071.

Section 27: Reporting of Accidents, Property Damage, or Loss of Service.

(1) Within two (2) hours following discovery each utility, other than a natural gas utility, shall notify the commission by telephone or electronic mail of a utility related accident that results in:

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(a) Death or shock or burn requiring medical treatment at a hospital or similar medical facility, or any accident requiring inpatient overnight hospitalization;

(b) Actual or potential property damage of \$25,000 or more; or

(c) Loss of service for four (4) or more hours to ten (10) percent or 500 or more of the utility's customers, whichever is less.

(2) A summary written report shall be submitted by the utility to the commission within seven (7) calendar days of the utility related accident. For good cause shown, the executive director of the commission, shall, upon application in writing, allow a reasonable extension of time for submission of this report.

Within two (2) hours following discovery does the utility notify the commission by telephone or electronic mail of a utility related accident that results in the following:

Death or shock or burn requiring medical treatment at a hospital or similar medical facility, or any accident requiring inpatient overnight hospitalization:

Yes No N/A

Actual or potential property damage of \$25,000 or more:

Yes No N/A

Loss of service for four (4) or more hours to ten (10) percent or 500 or more of the utility's customers, whichever is less:

Yes No N/A

Are summary written reports submitted by the utility to the commission within seven (7) calendar days of the utility related accident?

Yes No N/A

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Section 28: Deviations from Administrative Regulation:

In special cases, for good cause shown, the commission shall permit deviations from this administrative regulation.

Has the utility been permitted by the commission to deviate from these administrative regulations?

Yes No N/A

If yes, provide a list of the deviations (Case Number).

807 KAR 5:011
(Tariffs)

Section 12: Posting tariffs, Administrative Regulations, and Statutes

Does the utility display a suitable placard, in large type, that states that the utility's tariff and statutes are available for public inspection?

Yes No N/A

Does the utility provide a suitable table or desk in its office or place of business on which the public may view all effective tariffs?

Yes No N/A

Section 13: Special Contracts

Does the utility have any special contracts that establish rates, charges, or conditions of service not contained in its tariff?

Yes No N/A

If yes, has the utility filed the special contracts with the PSC?

Yes No N/A

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807 KAR 5:071 (Sewage):

Section 1: General. The purpose of this administrative regulation is to provide standard rules administrative regulations governing the service of sewage utilities operating under the Jurisdiction of the Public Service Commission.

Section 4: Information Available to Customers.

(1) System maps or records. Each utility shall maintain up-to-date maps, plans, or records of its entire force main and collection systems, with such other information as may be necessary to enable the utility to advise prospective customers, and others entitled to the information, as to the facilities available for serving any locality.

Does the Utility have a current map and/or plans for its system available for customers?

Yes No N/A

(2) Rates, rules, and regulations. A schedule of approved rates for sewage service applicable for each class of customers and the approved rules and regulations of the sewage utility shall be available to any customer or prospective customer upon request.

Does the utility have rates, rules and regulations available to customers upon request?

Yes No N/A

Section 5. Quality of Service.

(1) General. Each utility shall maintain and operate sewage treatment facilities of adequate size and properly equipped to collect, transport, and treat sewage, and discharge the effluent at the degree of purity required by the health laws of the State of Kentucky, and all other regulatory agencies, federal, state, and local, having jurisdiction over such matters.

(2) Limitations of service. No sewage disposal company shall be obliged to receive for treatment or disposal any material except sewage as defined by Section 2(7) of this administrative regulation. In compliance with the administrative regulation, the

Kentucky Public Service Commission

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utility shall make all reasonable efforts to eliminate or prevent the entry of surface or ground water, or any corrosive or toxic industrial liquid waste into its sanitary sewer system. A utility may request assistance from the appropriate state, county, or municipal authorities in its efforts, but such a request does not relieve the utility of its aforementioned responsibilities.

Is the utility in compliance with the Division of Water?

Yes No N/A

Is the utility making every reasonable effort to eliminate or prevent the entry of surface or ground water, or any corrosive or toxic industrial liquid waste into its sanitary sewer system?

Yes No N/A

Section 6: Continuity of Service.

(1) Emergency interruptions. Each utility shall make all reasonable efforts to prevent interruptions of service and when such interruptions occur shall endeavor to reestablish service with the shortest possible delay consistent with the safety of its customers and the general public.

(2) Scheduled interruptions. Whenever any utility finds it necessary to schedule an interruption of its service, it shall notify all customers to be affected by the interruption stating the time and anticipated duration of the interruption. Whenever possible, scheduled interruptions shall be made at such hours as will provide least inconvenience to the customers.

(3) Record of interruptions. Each utility shall keep a complete record of all interruptions on its system. This record shall show the cause of interruption, date, time, duration, remedy, and steps taken to prevent recurrence.

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Is the utility making all reasonable efforts to prevent interruptions of service and when such interruptions occur shall endeavor to reestablish service with the shortest possible delay consistent with the safety of its customers and the general public?

Yes No N/A

If the utility schedules an interruption of service are all customers notified that are affected by the interruption?

Yes No N/A

Does the utility make all reasonable efforts to schedule interruptions at such hours as will provide least inconvenience to the customers?

Yes No N/A

Does the utility maintain a record of all interruptions of service with regard to the following items?

Yes No N/A

Cause of interruption

Yes No N/A

Date

Yes No N/A

Time

Yes No N/A

Duration

Yes No N/A

Remedy

Yes No N/A

of customers affected

Yes No N/A

steps taken to prevent reoccurrence

Yes No N/A

Is standby pumping equipment provided in the event of failure of the primary pumping equipment?

Yes No N/A

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Section 7. Design, Construction, and Operation.

(1) General. The sewage treatment facilities of the sewage utility shall be constructed, installed, maintained and operated in accordance with accepted good engineering practice to assure, as far as reasonably possible, continuity of service, uniformity in the quality of service furnished, and the safety of persons and property.

(2) Design and construction requirements. The design and construction of the sewage utility's collecting sewers, treatment plant and facilities, and all additions thereto and modifications thereof, shall conform to the requirements of the Kentucky Department for Natural Resources and Environmental Protection, Bureau of Environmental Quality, Division of Water Quality.

(3) Adequacy of facilities. The capacity of the sewage utility's sewage treatment facilities for the collection, treatment and disposal of sewage and sewage effluent must be sufficiently sized to meet all normal demands for service and provide a reasonable reserve for emergencies.

(4) Inspection of facilities. Each sewage utility shall adopt procedures for inspection of its sewage treatment facilities to assure safe and adequate operation of its facilities and compliance with commission rules. These procedures shall be filed with the commission. Unless otherwise authorized in writing by the commission, the sewage utility shall make inspections of collecting sewers and manholes on a scheduled basis at intervals not to exceed one (1) year, unless conditions warrant more frequent inspections and shall make inspections of all mechanical equipment on a daily basis. The sewage utility shall maintain a record of findings and corrective actions required, and/or taken, by location and date.

Is the utility operating and maintaining their facility in accordance with accepted good engineering practice to assure, as far as reasonably possible, continuity of service, uniformity in the quality of service furnished, and the safety of persons and property?

Yes No N/A

Is the utility adhering to their inspection procedures to assure safe and adequate operation of its facilities and compliance with the Commission rules?

Yes No N/A

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Unless otherwise authorized in writing by the commission, does the sewage utility make inspections of their collecting sewers and manholes on a scheduled basis at intervals not to exceed one (1) year, unless conditions warrant more frequent inspections?

Yes No N/A

Does the utility make inspections of all mechanical equipment on a daily basis?

Yes No N/A

Note: Wood Creek Water District has approximately 1087 residential grinder stations and these are checked on an annual basis.

Does the utility maintain a record of findings and corrective actions required, and/or taken, by location and date?

Yes No N/A

Deficiency

1. The utility is not inspecting all mechanical equipment on a daily basis as required by 807 KAR 5:071, Section 7(4). The utility has approximately residential grinder stations. The utility makes annual inspections of the residential grinder stations.

Comment: During this periodic regulatory compliance inspection, it was not possible to review/discuss every record relating to all Commission requirements. Therefore, in some instances the results contained in this report are indicative of those items inspected and reviewed on a sample basis.

Kentucky Public Service Commission

Periodic Compliance Inspection

Report by:

Date: June 1, 2017



Brian L. Rice

Utility Regulatory & Safety Investigator

Kentucky Public Service Commission

WOOD CREEK WATER DISTRICT
 Inspection Cost of 1,289 Grinder Pump Stations Each Day

Given:
 Sewer Customers 1,289

Avg. Pumps Inspected per Employee (per Hour)	Avg. Pumps Inspected per Employee (per Day)	Additional Employees Required	Annual Salary per Additional Employee (+Fringes/Benefits)	Overtime Pay per Employee Saturday & Sunday (Time and Half)	Additional Revenue Required (Salary + OT)	Avg. Vehicle Cost (per Employee)	Additional Revenue Required (Vehicles Only)	Total Additional Revenue Required
6	48	27	\$30,000.00	\$17,996.00	\$1,295,892.00	\$25,000.00	\$675,000.00	\$1,970,892.00

Sewer Rate Increase:
 Total Additional Revenue Required \$1,970,892.00

Number of Existing Customers 1,289
 Additional Revenue Per Monthly Bill (Min.) \$127.42

	Current Rates	Proposed Rates
First 2,000 Gallons (Min.)	\$24.22	\$151.64
Next 1,500 Gallons	\$8.78	\$8.78
Next 1,500 Gallons	\$8.14	\$8.14
Next 2,500 Gallons	\$7.29	\$7.29
All Over 7,500 Gallons	\$6.36	\$6.36
 Cost for 4,000 Gallons	 \$35.71	 \$163.13
 Percent Rate Increase	 356.78%	

WOOD CREEK WATER DISTRICT
DEPARTMENTAL STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
SEWER FUND
For the years ended December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Operating revenues		
Sewer services	\$ 668,979	\$ 639,537
Penalties and service charges	12,777	-
Tap on fees	84,117	71,253
Other operating income	-	11,569
Total operating revenues	<u>765,873</u>	<u>722,359</u>
Operating expenses		
Purchased water and power	28,813	26,056
Administration and general	16,061	10,684
Sewer maintenance and treatment	445,292	388,687
Depreciation	291,286	386,273
Total operating expenses	<u>781,452</u>	<u>811,700</u>
Operating income (loss)	<u>(15,579)</u>	<u>(89,341)</u>
Nonoperating revenues (expenses)		
Interest income	26	20
Federal and state grants	-	-
Local grants	-	-
Interest on long-term debt	-	-
Miscellaneous	-	-
Total nonoperating revenues (expenses)	<u>26</u>	<u>20</u>
Change in net position	(15,553)	(89,321)
Net Position, January 1	<u>4,996,629</u>	<u>5,085,950</u>
Net Position, December 31	<u>\$ 4,981,076</u>	<u>\$ 4,996,629</u>

EXHIBIT 9

WOOD CREEK WATER DISTRICT
DEPARTMENTAL STATEMENT OF CASH FLOWS - SEWER FUND
For the years ended December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Receipts from customers	\$ 737,208	\$ 654,408
Receipts from other activities	-	71,253
Payments to employees	(16,061)	
Payments to suppliers	<u>(453,314)</u>	<u>(494,883)</u>
Net cash used in operating activities	<u>267,833</u>	<u>230,778</u>
Cash flows from noncapital and related financing activities		
Federal, state, and local grants	<u>-</u>	<u>-</u>
Net cash provided by noncapital and related financing activities	<u>-</u>	<u>-</u>
Cash flows from capital and related activities		
Purchases of property, plant, and equipment	(239,690)	(234,173)
Principal payments on debt	-	-
Payments received from loans to water fund	10,839	21,321
Proceeds received on loan from water fund	(10,850)	3,411
Other activities	-	-
Interest on debt	<u>-</u>	<u>-</u>
Cash provided (used) in capital and related activities	<u>(239,701)</u>	<u>(209,441)</u>
Cash flows from investing activities		
Interest received on investments	<u>26</u>	<u>20</u>
Cash provided (used) in investing activities	<u>26</u>	<u>20</u>
Net increase in cash and cash equivalents	28,158	21,357
Cash and cash equivalents as of January 1	<u>34,502</u>	<u>13,145</u>
Cash and cash equivalents as of December 31	<u>\$ 62,660</u>	<u>\$ 34,502</u>
Reconciliation of change in net position to net cash used in operating activities		
Operating income/(loss)	\$ (15,579)	\$ (89,341)
Adjustments to reconcile change in net position to net cash used in operating activities:		
Depreciation	291,286	386,273
Changes in assets and liabilities:		
(Increase) Decrease in customer and other accounts receivable	(28,665)	3,302
(Increase) Decrease in inventory	-	9,683
Increase (Decrease) in accounts payable	20,791	(79,139)
Increase (Decrease) in other payables	<u>-</u>	<u>-</u>
Net cash provided by operating activities	<u>\$ 267,833</u>	<u>\$ 230,778</u>