

HILL & HILL
ATTORNEYS AT LAW
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P.O. BOX 1605
CORBIN, KENTUCKY 40702

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October 18, 2022

Kentucky Public Service Commission
P.O. Box 615
Frankfort, Kentucky 40602-0615

RE: Cumberland Falls Highway Water District

To Whom It May Concern:

This correspondence is being sent to you on behalf of the Cumberland Falls Highway Water District, hereinafter referred to as "CFHWD." CFHWD is requesting the Commission's approval to allow it to deviate from its tariff due to extenuating circumstances. CFHWD wishes to reimburse a developer of a local subdivision for up to 50 feet of line extension.

CFHWD's tariff, which is filed with the commission, is attached hereto and labeled, for your convenience, as Exhibit A. As you can see, CFHWD has in place a tariff pertaining to reimbursement to developers for up to 50 feet of waterline extension.

Sometime in or around February of 2021, a local businessman, ██████████ Sparks, began working with CFHWD on a subdivision he was developing. Mr. Sparks is, by trade, an insurance agent. This is his first subdivision/development. Around this same time, or not long prior thereto, CFHWD had instated a new board and district manager.

An unsigned Contract for Extension of Water Main was sent to Mr. Sparks by email. Mr. Sparks advised the Board that he never received the contract because it went into his junk/spam folder, as opposed to his inbox. Even though the contract had not been signed, Mr. Sparks worked with CFHWD and hired the district engineer to assist him in his development. The Board approved the project in March of 2021.

Toward the end of the year, Mr. Sparks began bringing in receipts to CFHWD. At or around this time, CFHWD realized that the contract sent to Mr. Sparks had never been signed.

Accordingly, a contract was not executed until December, 2021 (see attached Exhibit B). Mr. Sparks continued his project and continued bringing in receipts and bills. However, "original 'Bill[s] of Materials or Invoices'" were not submitted within ten days of completion of work, as mandated by the tariff.

Nevertheless, as the project was ongoing, both Mr. Sparks, and CFHWD acted under the assumption that everything was being done correctly, and in accordance with the tariff. Mr. Sparks was working with CFHWD during this entire period of time. He was also regularly bringing in bills, invoices and proof of payment, in what he believed to be a timely manner, and attending most of the monthly Board meetings.

At the Board meeting held on September 19, 2022, after extensively reviewing Mr. Sparks' invoices and proof of payment information, the Board, 4-1, voted to reimburse Mr. Sparks for up to 50 feet of the waterline extension, in the amount of \$1,020.50 per lot, contingent upon the Commission granting CFHWD permission to deviate from its tariff. The member not in agreement opted to allow the request to be submitted to the Commission for review.

Attached hereto, and labeled as Exhibit C, are copies of Mr. Sparks' invoices and proof of payments.

CFHWD believes that although the tariff was not followed to the exact letter, there has been substantial compliance with the tariff. Further, CFHWD would like to foster a relationship with local contractors and developers so as to encourage more development in its district. The Board is satisfied that it has ascertained the "true and actual costs" of the project. The Board is satisfied that although the contract was not signed before work commenced and not all original documents were provided within ten days after completion, there has been substantial compliance with the tariff and therefore the Board wishes to reimburse Mr. Sparks for up to 50 feet of the cost of the extension of the waterlines.

If the Commission would like to have any additional documentation, or if the Commission would like any additional information regarding this matter, please advise.

Thank you in advance for your attention to this matter.

Sincerely,

/s/ Amanda Hill

Amanda Hill, Esq.

Enclosures: As stated.

ALH/anh

CUMBERLAND FALLS HIGHWAY WATER DISTRICT

6926 Cumberland Falls Highway ♦ Corbin, Kentucky 40701
Phone 628-0222 ♦ Fax 682-6675

CONTRACT FOR EXTENSION OF WATER MAIN

Date: _____

The Kentucky Public Service Commission (PSC) outlines in it's regulations (807 Kar 5:006E. Water. Section 12) the way in which the District may extend it's water lines. These regulations are followed and adhered to in this contract.

In this case, the actual work will be done by the customer under supervision of the Water District. Materials used and time spent by the District employees will be charged to the customer and paid to the District at the end of construction.

First, _____, owner of private property located at _____ with potential of new customers has advised the District that water service is desired by filing an application with the District. The District will judge the request in terms of the number of new customers to be served, it's ability to supply the amount of water needed at an adequate pressure, and the construction conditions expected as determined by the system engineer.

Second, The District has estimated the total cost to be approximately \$ _____ to install the main line.

ITEM A: Shall include a drawing of the new area,
Detailed list of materials required to do the job
Total estimated cost
This information becomes part of the contract

The District alone determines the size, location, materials and all features of the new water line. All main lines shall have thirty inches of cover. All valves, tees, and bends shall have sufficient concrete backing. All road crossings shall be installed in casing pipe. All backfill material shall be good dirt free of rock, or either #57 limestone gravel. If it is necessary for the new water line to lay on private property, the property owner or owners must grant a permanent easement to the District.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 17 2000

PURSUANT

BY _____
SECRETARY

EXHIBIT

Third, the new customer must sign this contract with the District before installing a new water line. It is agreed that the definition of a customer shall mean: A place where people live or work that uses water and is billed for usage on a monthly basis. It is further agreed that any other connection to this system, including a fire hydrant installed for flushing or for public fire protection is not a customer and shall not be considered a "customer" connection to this water main.

Fourth, On completion of construction, original itemized bills with proof of their payment of money spent for the construction of a new water line shall be submitted to the District by the customer and the actual cost of the water line will be determined.

Fifth, Each customer must pay a tap-on fee of \$800.00 for a 3/4 inch meter and a usage deposit of \$110.00. One and only one dwelling may be served by one meter. The customer is completely responsible for the installation and maintenance of the water service line from the water meter to the desired point of service. * The customer's water service must be inspected and approved by the District before it is covered with dirt or gravel and all fees and deposits must be paid before service will begin.

Sixth, As each new customer is connected directly to the line, the District will refund to those who paid for it in the beginning the amount equal to 50 feet times the actual cost per foot. This money goes to the signer of this contract. The District accepts no responsibility for the sharing or distribution of this money. These reimbursements will continue for 10 years from the date of this contract or until the amount originally paid for the water line is refunded, which ever happens first. These reimbursements will be done only once per year in the month of December.

* NOTE: When a new water line extension is placed in service it becomes a part of the District's system from it's point of connection to an existing District water line to the customer's meter. The District will then accept responsibility for maintenance and upkeep of the line extension.

APPROVED BY:

Applicant/Customer

CFHWD Representative

Address

City, State, Zip Code

Phone

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 17 2000

PURSUANT TO 807 KAR 8011,
SECTION 9 (1)
BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

CUMBERLAND FALLS HIGHWAY WATER DISTRICT
REQUIREMENTS FOR
LINE EXTENSION CONTRACT

The CFHWD tariff with the Kentucky Public Service Commission states:

"The District shall construct water main extensions under the authority and procedure stipulated in Public Service Commission Regulation 807 KAR 5:006 and any extension made under this option shall be subject to refund as outlined in said regulation."
"The applicant must execute a contract and agreement for line extension on form approved by the District."

For a refund to be made:

- a. Customer shall execute a contract, before any work starts.
- b. Customer shall follow all Division of Water Regulations and the Districts regulations.
- c. Customer shall provide the District with the original " Bill of Materials or Invoices", within 10 days of completion of work, so a true and actual cost of the extension can be made.
- d. All items above shall be completed, or the contract, as signed in item a, is void and no refunds shall be made.

Approved by the Commissioners: _____

As stated in the minutes of a regular scheduled board meeting dated: _____

Applicant initial to verify receiving this info:

_____ Date: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
NOV 17 2000
PURSUANT TO 807 KAR 6.011,
SECTION 9(1)
BY: Stephan B. B. B.
SECRETARY OF THE COMMISSION

THE MEADOWS
CUMBERLAND FALLS HIGHWAY
-Whitley County, KY

CUMBERLAND FALLS HIGHWAY WATER DISTRICT

REQUIREMENTS FOR
LINE EXTENSION CONTRACT

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- b. Customer shall follow all Division of Water Regulations and the Districts regulations.
- c. Customer shall provide the District with the original " Bill of Materials or Invoices", within 10 days of completion of work, so a true and actual cost of the extension can be made.
- d. All items above shall be completed, or the contract, as signed in item a, is void and no refunds shall be made.

Approved by the Commissioners: 5 ayes 0 noes

As stated in the minutes of a regular scheduled board meeting dated: Jan. 19, 2021

Applicant initial to verify receiving this info:

[Signature] Date: 12-28-2021

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 17 2000

PURSUANT TO 807 KAR 8:011,
SECTION 8(1)
BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

EXHIBIT

tabbiter

B

Third, the new customer must sign this contract with the District before installing a new water line. It is agreed that the definition of a customer shall mean: A place where people live or work that uses water and is billed for usage on a monthly basis. It is further agreed that any other connection to this system, including a fire hydrant installed for flushing or for public fire protection is not a customer and shall not be considered a "customer" connection to this water main.

Fourth, On completion of construction, original itemized bills with proof of their payment of money spent for the construction of a new water line shall be submitted to the District by the customer and the actual cost of the water line will be determined.

Fifth, Each customer must pay a tap-on fee of \$578.00 for a 3/4 inch meter and a usage deposit of \$110.00 of \$69.00. One and only one dwelling may be served by one meter. The customer is completely responsible for the installation and maintenance of the water service line from the water meter to the desired point of service. * The customer's water service must be inspected and approved by the District before it is covered with dirt or gravel and all fees and deposits must be paid before service will begin.

Sixth, As each new customer is connected directly to the line, the District will refund to those who paid for it in the beginning the amount equal to 50 feet times the actual cost per foot. This money goes to the signer of this contract. The District accepts no responsibility for the sharing or distribution of this money. These reimbursements will continue for 10 years from the date of this contract or until the amount originally paid for the water line is refunded, which ever happens first. These reimbursements will be done only once per year in the month of December.

*NOTE: When a new water line extension is placed in service it becomes a part of the District's system from it's point of connection to an existing District water line to the customer's meter. The District will then accept responsibility for maintenance and upkeep of the line extension.

APPROVED BY:


Applicant/Customer

SPARKS

Address


Corbin, KY 40701
City, State, Zip Code

Phone


CSHWD Representative

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 17 2000

FURNANT TO 807 KAR 8.011,
SECTION 9 (1)
BY: 
SECRETARY OF THE COMMISSION

Cumberland Falls Highway Water District

Developer
Opinion of Probable Cost

Total Development Installed by Outside Contractor

February 2, 2021

Item No.	Item	Unit	Quantity	Unit Price	Item Price
1	4" PVC Water Main w/tape and wire	LF	6,280	\$10.00	\$62,800.00
2	3" PVC Water Main w/tape and wire	LF	260	\$9.00	\$2,340.00
3	Leak Detection Meter	LS	1	\$1,200.00	\$1,200.00
4	12"x4" Wet Tap	LS	1	\$4,000.00	\$4,000.00
5	3"x3" Wet Tap	LS	1	\$4,000.00	\$4,000.00
6	Blow-off Assembly	EA	1	\$1,500.00	\$1,500.00
8	4" Gate Valve	EA	4	\$1,200.00	\$4,800.00
9	3" Gate Valve	EA	1	\$1,000.00	\$1,000.00
10	Misc. Fittings, Materials and Testing	LS	1	\$3,000.00	\$3,000.00

Total Construction Cost	\$84,440.00
KY Division of Water Permit Fee	155.00
Engineering Design *	4,000.00
Total Estimated Project Cost	\$88,595.00

* Includes Ky Division of Water Permit; Plans and Specifications; periodic spot construction inspection; post construction KDOW certification. Does not include daily construction inspection by engineering firm. Utility to provide comprehensive construction inspection.

November 1st, 2021

Passed out 9-19-22

Corbin, KY 40701

Cumberland Falls Water Department,

Below is the billing from the 50 feet of water line installation at my house:

- | | |
|--------------------------|-----------|
| 1. Cost of Pipe: | 7.74/ft. |
| 2. Installation of Pipe: | 4.26/ft. |
| 3. Rock Adjustment: | 10.00/ft. |
| 4. Water Tap: | .35/ft. |
| 5. Engineering: | 1.79/ft. |
| 6. Sleeving the Road: | .35/ft. |
| 7. Tracer Wire: | .24/ft. |

$\$24.73 \times 50\text{ft.} = \$1,236.50$

Thanks,

~~Sparks~~



THE INDUSTRY BOARD
LEXINGTON, KY 40505-0000

Handwritten notes:
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ORDER NO. 801-001-2000 FROM 500-000-1000
 REQUIRED DATE 10/10/81 SHIP WHS. 10/10/81 SELL WHS. 10/10/81

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY	INSTRUCTIONS
801-001-2000	00000		000000	10/10/81	JOHN J. BROWN	PLEASE TAKE CARE TO... BY 10/10/81, FROM... FROM... CALL... 10/10/81
SOLD TO			SHIP TO			SHIP VIA
LEXINGTON, KY 40505			LEXINGTON, KY 40505			TRUCK
CUSTOMER P.O. NO.		JOB NAME		ATTN:		SHIP WT.
801-001-2000		ALUMINUM		JOHN J. BROWN		5/6
PACKED BY		CHECKED BY		DELIVERED BY		SHIP DATE
G.M.		G.M.		S.F.R.		10/10/81

LINE	ORDER QTY.	SHIP QTY.	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	aisle loc
1	1750	1750	000000	ALUMINUM	1.00	EA	1750.00		
2	1	1	000000	ALUMINUM	1.00	EA	1.00		
3	1	1	000000	ALUMINUM	1.00	EA	1.00		
4	1	1	000000	ALUMINUM	1.00	EA	1.00		
5	1	1	000000	ALUMINUM	1.00	EA	1.00		
6	1	1	000000	ALUMINUM	1.00	EA	1.00		
7	1	1	000000	ALUMINUM	1.00	EA	1.00		
8	1	1	000000	ALUMINUM	1.00	EA	1.00		
9	1	1	000000	ALUMINUM	1.00	EA	1.00		
10	1	1	000000	ALUMINUM	1.00	EA	1.00		
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NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.
 SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE

CUSTOMER'S SIGNATURE: _____ DATE: _____ TERMS: _____
 CUSTOMER COPY

LEXINGTON, KY 40505-0000

(14) 20 off

1

ORDER NO. 008-001-2001 REQUIRED DATE 10/06/00 SHIP WHS. SELL WHS.

SPR 12 4"

CUSTOMER NO.	CUSTOMER ALPHA	CONTRACT NO.	BID NO.	ORDER DATE	ORDERED BY
0000	440000			04/20/00	

INSTRUCTIONS

SHIP VIA

PCS BAGS BOXES CRATES LENGTHS BUNDLES

WRITER	SALESMAN
TAG PD. NO.	
O/M CONTACT	
VENDOR	
VENDOR P.O. NO.	
ROUTE NO.	RUN NO. DEPART

200 FOREIGN TRAIL
BORDEN, KY 40701

S
H
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LEXINGTON, KY 40501
BORDEN, KY 40701

CUSTOMER P.O. NO.	JOB NAME	ATTN:
	LEXINGTON	

SHIP WT.	SHIP DATE	DELIVERED BY

ROUTED ESC.	PACKED BY	CHECKED BY

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14	1	1	0 140000	A 140 140 140 140 140					

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.

SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE

CUSTOMER'S SIGNATURE:

DATE:

TERMS:

CUSTOMER COPY

①

Inquiry

0235635

Order Invoice Information

~~XXXXXXXXXX~~ LLC

1. Aging Date : 05/07/21 Invoice
2. Date Shipped : 05/07/21 Process
3. Terms Code : COD CASH ON DEMAND Print D
4. Disc Date : 05/07/21 13. Picked
5. Tax Jurisdiction : KYONLY 14. Checked
6. Exempt# : 15. Deliver
7. Small Order Charge: 0.00

INVOICE SUBTOTAL 12,410.38

8. Inbound Freight : 0.00
9. Outbound Shipping : 0.00

①

Mike Sparks

From: [Redacted]
Sent: Wednesday, June 15, 2022 10:23 AM
To: Sparks
Subject: [EXTERNAL] Fwd:

Sent from my iPhone

Begin forwarded message:

From: Sparks
Date: April 13, 2022 at 6:12:24 PM EDT
Subject: Fwd:4

Sent from my iPhone

Begin forwarded message:

From: [Redacted]
Date: April 13, 2022 at 3:40:32 PM EDT
[Redacted].com
Subject: [Redacted]

Please see attached invoice with the tax included. I apologize this got left off initially!

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
Corbin, KY 40701
~~XXXXXXXXXXXXXXXXXXXX~~

2

BILL TO:

~~XXXXXXXXXXXXXXXXXXXX~~
Cumberland Falls Hwy
Corbin KY 40701
~~XXXXXXXXXXXXXXXXXXXX~~

Description	Quantity	Rate	Amount
Install 4" waterline (material and labor)	1700	4.26	\$ 7,242.00

3

~~_____~~
Corbin, KY 40701
~~_____~~

BILL TO:

~~_____~~
Cumberland Falls Hwy
~~_____~~

Description	Quantity	Rate	Amount
Rock Adjustment	1000	10.00	\$ 10,000.00

243

COBBIN, KY 40701

DATE 07/16/2021

11
73-82

PAY TO THE ORDER OF [REDACTED]

\$ 1724

Seventeen Thousand Two Hundred Forty Two DOLLARS

HOMETOWN
HB BANK
Covington • London • Elizabethtown • Williamsburg

FOR Waterline Construction [REDACTED] [Signature]

4



Invoice

Date: 7/19/2021

Phone

Email

To: Attention Sparks

Contact Person	Job	Location of Work	Work Requested By	Date of Work	Payment Terms	Due Date
Branson	New Development	Falls Hwy	Sparks	June, 2021	30 Days	8/20/2021

Quantity	Unit	Item #	Description	Unit Price	Line Total
1	LS		Wet-Tap, labor only	\$600	\$600.0

4

Hometown Bank

Transaction Report

Report Date: 12/08/2021 at 5:09pm

Page 1

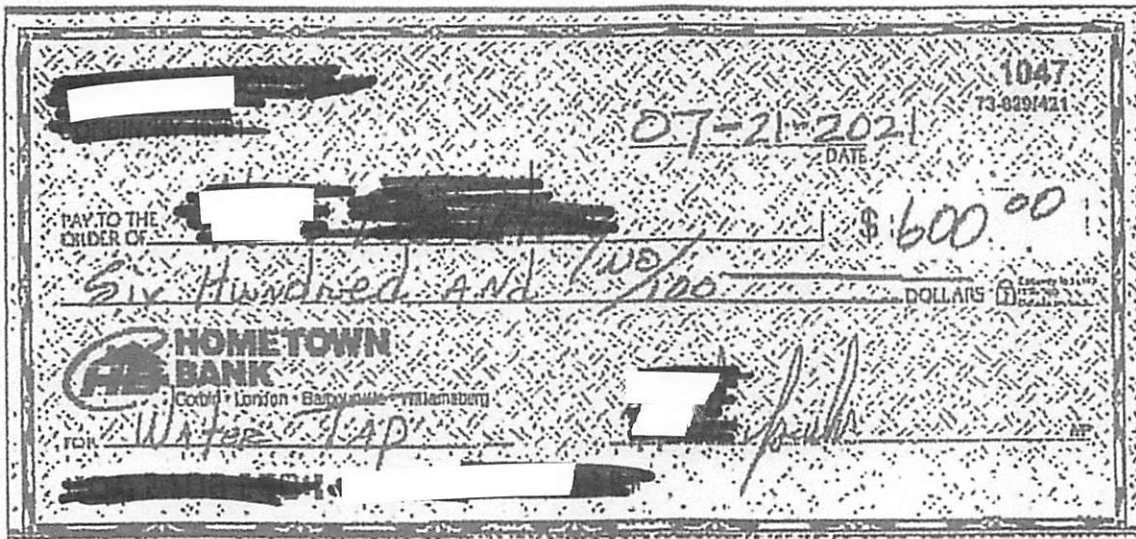
ACCOUNT	CATEGORY	TRANSACTION DATE	AMOUNT
[REDACTED]		07/27/2021	\$600.00

DESCRIPTION
CK # 1047

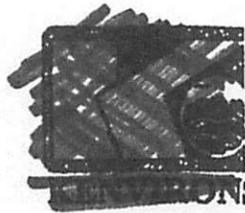
NOTE

ATTACHED IMAGES

FRONT



5



[Redacted] Inc.

[Redacted]

Phone: [Redacted] • Fax: [Redacted]

Civil & Environmental Engineering and Laboratory service

August 18, 2021

[Redacted]

Corbin, Kentucky 40701

ATTN: [Redacted] SPARKS

RE: [Redacted]

Design, Permitting, & Inspection - Final
Project No. 2021006 – Invoice No. 20210758

- INVOICE -

Sr. Project Engineer – 10.0 hrs. @ \$135.00/hr.	\$	1,350.00
Staff Engineer – 6.0 hrs. @ \$95.00/hr		570.00
Sr. CAD Designer – 11.5 hrs. @ \$80.00/hr.....		920.00
Technician I – 1.0 hrs. @ \$45.00/hr.....		45.00
Expenses: KY DOW Filing Fee		<u>154.50</u>

6

CORBIN, KY 40701

PAY TO THE ORDER OF

07/16/2021
DATE

106
73-8281/4

One Thousand Three and no/100 \$ 103.00

HOMETOWN
FIB BANK

Corbin • London • Spanglers • Wrensburg

FOR *Shelley White*

11/1/21

DOLLARS



Tracer
Wire

CORBIN, KY 40701 (606) 528-8900

PICK UP INFORMATION
TO OBTAIN STOCK MERCHANDISE DESIGNATED AS
(PICK UP LATER) ON THIS RECEIPT, YOU MUST
COME TO THE CUSTOMER SERVICE DESK.

7

- SALE -

SALES#: 60494K02 1178745 TRANS#: 356/9878 07-30-21

293648	14	SOLID CU RED TIRN 500-	59.88
	61.98	DISCOUNT EACH	-3.10
293647	14	BUILD CU WHITE TIRN 30	59.88
	61.98	DISCOUNT EACH	-3.10
688879	1-1/4	INXO.12-GR SHTG EQ	4.75
	37.98	DISCOUNT EACH	-39.23
12214	19/32	CAT SE GSB SREATHIN	370.00
	60.27	DISCOUNT EACH	-50.77
	60 @	9.90	- sure

PICK UP LATER - LOWES b 494 on 07/31/2021 *BIT*

SUBTOTAL: 692.51
TAX: 41.55
INVOICE 67342 TOTAL: 734.06
LAR: 734.06

TOTAL DISCOUNT: 3.085.63

LAR:XXXXXXXXXXXX033 AMOUNT:734.06 AUTHCD:001440
KEYED REFID:989126 07/30/21 16:11:54
ACCOUNT NAME: DEL PH
AUTH BUYER: *F*

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION