

PEAKS MILL WATER DISTRICT

Church Quarles, Chairman

310 Perkins Road
Frankfort, Kentucky 40601

(502) 227-5740

January 5, 2009

Public Service Commission
P.O. Box 615
Frankfort, KY 40602

2009-00002

RECEIVED

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PUBLIC SERVICE
COMMISSION


To the COMMISSION:

The PEAKS MILL WATER DISTRICT respectfully asks the COMMISSION for a deviation from 807 KAR 5:006, Section 14.

The District and Classic Construction, Inc. have entered into a contract for the collection of sewer bills by the DISTRICT and for the discontinuance of water service for failure of the customer to pay said charges. The contract between the parties has been previously submitted to the COMMISSION and a copy is enclosed for your convenience along with the attached tariff.

If you have any questions, please contact Warner Broughman at 859-271-1778, as he is handling this matter.

Yours truly,


Church Quarles, Chairman

CQ:pac

Peaks Mill Water District
310 Perkins Road
Frankfort, KY 40601

P.S.C. KY No. _____
2nd Revised SHEET NO. 2
CANCELLING P.S.C. SHEET NO. _____
AMENDED SHEET NO. 2
(Sheet No)

RULES AND REGULATIONS

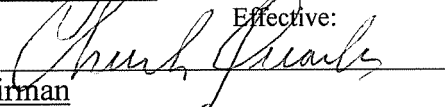
DISCONTINUANCE OF SERVICE BY UTILITY

The utility may refuse or discontinue service to an applicant or customer, after proper notice, for failure to comply with its rules and regulations or state and municipal rules and regulations, when a customer or applicant refuses or neglects to provide reasonable access to the premises, for fraudulent or illegal use of service, or for nonpayment of bills. If discontinuance for non-payment of bills, the customer shall be given at least forty-eight (48) hours written notice, separate from the original bill, and cut-off shall be effected not less than twenty (20) days after the mailing date of the original bill unless, prior to discontinuance, a residential customer presents to the utility a written certificate signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may not be effected until the affected resident can make other living arrangements or until not less than ten (10) days elapse from the date of the Utility's notifications. When a dangerous condition is found to exist on the customer's or applicant's premises, the service shall be cut off or refused without notice, provided that the utility notify the customer or applicant immediately of the reasons for discontinuance or refusal and the corrective action to be taken by the applicant or customer before service can be rendered. (T)

The utility may refuse or discontinue service to an applicant or customer, after proper notice, for non-payment of sewer bills.

GENERAL

1. Meters will be read monthly on or about the 20th of each month
2. Bills will be dated and mailed on or about the first of each month. Said bills will state that they are to be paid within ten days. If not paid by the 10th of the following month, a ten percent penalty will be applied to the bill.
3. All meters will be located on DISTRICT mains and in the absence of special permission on the property to be served.
4. Complaints may be made to the operator, Gatewood Water Service (502) 695-2641, of the system and may be appealed to the District Commission.

Date of January 2, 2009 Date June 15, 1986
Issue: _____ Effective: _____
Issued by: 
Title: Chairman
Issued by the authority of an Order of the
Public Service Commission of Kentucky
in Case No. _____ Dated _____

AGREEMENT FOR SEWER SERVICE BILLING

This agreement, made and entered into on this the 25th day of August, 2008, by and between the Peaks Mill Water District, Frankfort, Franklin County, Kentucky, a duly created Water Service District, (The District) and Classic Construction, doing business in Franklin County, Kentucky as a provider of sewage services for certain areas located in Frankfort and Franklin County, Kentucky (Sewer Provider).

WITNESSETH

WHEREAS, the District is presently providing water services to certain areas of Frankfort and Franklin County, Kentucky, pursuant to Ordinance of the Franklin County Fiscal Court, and

WHEREAS, the District as part of its service provisions has created and maintains a bookkeeping and billing system to track and bill customers of its services, and

WHEREAS, the Sewer Provider provides and manages sewer services for certain customers in the Frankfort and Franklin County areas, and

WHEREAS, the Sewer Provider and District have agreed to allow the District to provide and collect the billing services on behalf of the Sewer Provider for those customers and parties have in common in the Ridgewood Subdivision and Circle Subdivision in Franklin County, Kentucky;

NOW, THEREFORE, in consideration of the mutual promises, benefits, and forbearances herein contained, the parties agree as follows:

1. Unless terminated by the parties by 60 days written notice to all parties, the term of this agreement shall be for two (2) years from the date executed by the parties and approved by the Public Services Commission, which ever is later. This Agreement shall be automatically extended, unless terminated as per this section.
2. Sewer Provider shall provide to the District a full and complete listing of addresses for which sewer billing services shall be provided. Sewer Provider shall also make available to the District copies of the Sewer Provider Customer Agreements or contracts, and copies of any and all notices Sewer Provider may From time to time send to its customers.
3. As needed, and no less than annually, the Sewer Provider shall timely update its listing of names and addresses of customers served in the Circle Subdivision and Ridgewood Subdivision areas of Franklin County, Kentucky.

4. The District shall collect on behalf of the Sewer Provider monthly sewer bills for customers shared by the parties in the Ridgewood Subdivision and Circle Subdivision of Franklin County, Kentucky, beginning the first month following the beginning of the term of this agreement.
5. In consideration for its billing services, the District will charge to the Sewer Provider a fee equal to Fifteen Percent (15%) of the total, gross bill charged by the Sewer Provider, said total monthly gross bill for each customer being set as of June 1, 2008, in the amount of Twenty-Nine Dollars and Fifty-Seven Cents (\$29.57). The parties agree and acknowledge the sewer bill may increase from time to time, and the Sewer Provider agrees to timely update and advise the District of any changes in rates for sewer services.
6. The Sewer Provider's bills shall be presented by the District along with the District's regular monthly billing and shall be paid care of the District, pursuant to the District's regular billing cycle.
7. District agrees that after deduction of its agreed upon fee, above, it will promptly and within Thirty (30) days of receipt, forward the balance to the Sewer Provider.
8. The District agrees to provide to Sewer Provider a monthly statement of all accounts billed and amounts collected on behalf of Sewer Provider.
9. The District shall collect on behalf of the Sewer Provider any delinquent accounts Pursuant to the Classic Construction policies, which may include termination of water services, as provided for in the parties' agreements with their respective customers.
10. This Agreement shall be binding upon the parties, and shall not in any form be assigned or encumbered in any fashion.
11. This Agreement may not be amended except by a writing signed by both parties.
12. This writing constitutes the entire Agreement between the parties, and neither party hereto is relying upon any promise, representation, or agreement not expressly contained herein.

Dated: 8.25.08

PEAKS MILL WATER DISTRICT

CLASSIC CONSTRUCTION INC.

Chuck Quade

Darlene Green