

HAZELRIGG & COX, LLP

ATTORNEYS AT LAW

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JOHN B. BAUGHMAN
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LOUIS COX (1907-1971)

FAX: (502) 875-7158
TELEPHONE: (502) 227-2271

February 12, 2010

RECEIVED

FEB 12 2010

PUBLIC SERVICE
COMMISSION

Mr. Jeff R. Derouen, Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, Kentucky 40602-0615

2010-00060

Re: Fox Run Utilities, LLC- Formal Application for Tariff Revisions
and to increase certain non-recurring charges

Dear Executive Director Derouen:

Fox Run Utilities, LLC hereby submits its Application to revise tariff language to include standard tariff language and the below listed non-recurring charges for the sewer utility owned by Fox Run Utilities, LLC. The non-recurring charge cost justifications for the following items and the proposed new Tariff have been enclosed as Attachments A and B, respectively.

- 1) Bad check fee;
- 2) Termination of service charge; and,
- 3) Re-connection of service charge.

Fox Run Utilities, LLC is requesting the approval of the non-recurring charges because the increased costs attributable to these non-recurring charges can not be absorbed by the Utility. The customers affected by these increases will be the customers that caused the Utility to incur these additional expenses. Fox Run Utilities, LLC does not believe that the additional revenue generated from the proposed tariff revisions will exceed by five percent (5%) the total revenues provided by all miscellaneous and non-recurring charges for a recent twelve (12) month period.

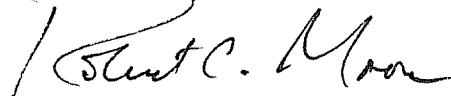
The proposed revisions to the tariff could not have previously been made by Fox Run Utilities, LLC because the issues have arisen since general economic conditions within the state have worsened. The Utility is currently experiencing more late payments and delinquencies due to the difficult economic conditions. The proposed revisions need to be made at this time so that only the customers causing the Utility to incur the increased expenses will pay for same, and these additional expenses will not cause harm to the other customers of the Utility or to the Utility.

Mr. Jeff F. Derouen
February 12, 2010
Page Two

The Utility has previously filed income statements and balance sheets with the Public Service Commission. These income statements and balance sheets are currently on file with the Commission. Pursuant to 807 KAR 5:011, Section 8 and KRS 278.185, each customer of the Utility was provided with notice of the proposed changes to the tariff and certain non-recurring charges by mail. A copy of the notice provided to the customers has been enclosed as Attachment C. A copy of the Articles of Association of Brocklyn Utilities, LLC is attached as Attachment D.

A copy of this Application and related filings has been sent to the Office of the Attorney General, State Capitol Building, Suite 118, Frankfort, Kentucky 40601.

Yours truly,

A handwritten signature in black ink that reads "Robert C. Moore". The signature is written in a cursive style with a large, sweeping initial "R".

Robert C. Moore

RCM/neb
Enclosure

ATTACHMENT A

FOX RUN UTILITIES, LLC
NONRECURRING CHARGE COST JUSTIFICATION

Type of Charge: Bad Check Fee

1. Field Expense:

A. Materials (Itemize)

_____	\$ _____
_____	_____
_____	_____

B. Labor (Time and Wage)

_____	_____
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Total Field Expense \$ _____

2. Clerical and Office Expense

A. Supplies - Stationary, envelopes and postage	\$ <u>1.00</u>
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B. Labor - 1/2 hour at \$10 per hour	<u>10.00</u>
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Total Clerical and Office Expense \$ 11.00

3. Miscellaneous Expense

A. Transportation	\$ _____
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B. Other (Itemize)

<u>Charge assessed by bank</u>	<u>9.00</u>
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<u>See Attachment</u>	_____
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Total Miscellaneous Expense \$ 9.00

Total Nonrecurring Charge Expense \$ 20.00

Photocopying/Reproduction	
Duplicate/Special statement	\$5.00 per statement
Item reproduction	\$2.50 per item
If check safekeeping, copies of first three items	
per year	Free
Research/Checkbook balancing	
(one hour minimum)	\$20.00 per hour
Retirement account transfer	
Assessed when a direct transfer of a retirement account (IRA, Roth IRA, SEP) is made to a retirement account at a non-National City institution.	\$30.00 per transfer
Returned deposited item	
Assessed when a deposited check or item is returned unpaid by the bank on which it was drawn.	
Domestic	\$10.00 per item
International	\$35.00 per item
(other bank fees and exchange rates may apply)	
Stop payment order/renewal	\$32.00 per item
Verification of deposit account	\$6.00 per request
Wire transfer	
Incoming	\$11.00 per wire
Outgoing	\$17.00 per wire
Non-deposit customer	\$20.00 per wire

Please refer to your Personal Account Agreement and other disclosures for complete product information.

- ¹Limit of one free box per order.
- ²Subject to credit qualification.
- ³Non-National City ATM transactions are subject to fees listed under Miscellaneous Service Fees.
- ⁴Fee varies based on previous OD/NSF activity, length of account relationship and account balances.
- ⁵Transfers must be submitted prior to 8 p.m. Eastern Time (7 p.m. Central Time) on a business day to be posted to the receiving account effective on the same business day.

National City

NationalCity.com
National City Bank, Member FDIC
©2008, National City Corporation

OH, KY, FL, IL, IN, MO & NJ, (11, 12, 13, 15, 23) 74-0277-99 (Rev 5/08)

PRICING SCHEDULE

Personal Accounts

Service Charges and Fees for Personal Accounts

For National City Bank locations in:

Florida, Indiana, Kentucky,
Missouri, Ohio

and

Illinois

Excluding Cook, DuPage, Kane, Kendall,
Lake, McHenry and Will Counties

Effective April 28, 2008

National City

Consumer (Personal, Family, Household Purpose)

Limitations: You must deposit \$50.00 to open this account.

Account Fees: See account fees below;;; Balance Information: Your account will be a money master deposit account ("master account") which will consist of two sub-accounts, a Checking account and a money market deposit account ("MMDA"). This classification will not effect your account in any way. Each statement period, the Bank will review your master account historic activity to determine that money not routinely needed to pay your debits ("Threshold Balance"). Funds will be allocated daily between your two sub-accounts by comparing the ending balance and the Threshold Balance for your master account. Funds equal to or less than your Threshold Balance will be credited to your account. All checks, debits and withdrawals will be paid from your account. If the ending balance in your account is less than that day's aggregate debit activity, a transfer will be made from available funds in your MMDA to your account. Concurrent with a sixth transfer from your MMDA in a statement period, all funds in your MMDA will be credited to your account for the remainder of that statement period;;; Account Fees: Your account will not be assessed a monthly service charge. The following fees apply to this account: ATM Foreign Withdrawal: \$2.00 per withdrawal; ATM/Debit Card Replacement: \$7.00 per card; Checks not Compatible with Proof: \$0.36 per check; Customer Check Book Balancing: \$15.00 per hour (1 hour minimum); Daily Overdraft: Beginning on the third consecutive day the account shows a negative ending balance, an \$8.00 fee per day will be charged; NSF or Overdraft Item: \$35.00 per item (by check, in person withdrawal, ATM withdrawal, other electronic means, etc.); Overdraft Protection Transfer: \$9.00 per transfer; Deposit Special Handling: \$25.00 per month per account; Return Item Handling Instructions: \$10.00 per month per instruction; Hold Mail: \$10.00 per month; Statement Special Cutoff: \$5.00 per cutoff; Stop Payment: \$35.00 per item; Verbal Telephone Transfer: \$6.50 per transfer; Returned Mail: \$10.00 per month if undeliverable after 60 days; Temporary Checks: \$1.00 per check; Researched Items: \$5.00 per copy; Research: \$25.00 per hour (1 hour minimum); Redeposited Item: \$6.00 per item; Account Early Closing: \$25.00 if closed within 180 days of account opening; Return Deposited Item: \$9.00 per item; International ATM/Debit Card Transaction: 3% of Transaction; Overdraft Protection: \$30.00 annual fee (allowable on select product types only); Statement Special Handling: \$5.00 per month; Copy of POS Debit Card receipt: \$6.00 per copy; and Dormant: \$5.00 per month.

DEPOSIT PRO, Ver. 8.73.00.000 Cent. Harbor Financial Solutions, Inc. 1995, 2001. All Rights Reserved. KY - KY - in the United States TR-100743

OLD NATIONAL

Linda - hope this work = Kathy

FOX RUN UTILITIES, LLC
NONRECURRING CHARGE COST JUSTIFICATION

Type of Charge: Reconnection of Service Charge

1. Field Expense:

A. Materials (Itemize)

See attached quote obtained from \$ _____
Murphy's Excavating _____
_____ not to exceed \$650.00

B. Labor (Time and Wage)

Total Field Expense \$ not to exceed \$650.00

2. Clerical and Office Expense

A. Supplies \$ _____

B. Labor - 1 hour @\$20.00 per hour 20.00

Total Clerical and Office Expense \$ 20.00

3. Miscellaneous Expense

A. Transportation \$ _____

B. Other (Itemize)

Total Miscellaneous Expense \$ _____

Total Nonrecurring Charge Expense \$ not to exceed \$670.00

MURPHYS EXCAVATING
 379 BROOKSVIEW CR.
 BROOKS, KY. 40109
 PHONE-9573775-MOBIL-7733526-FAX-9576185
 12-16-09

NON PAYMENT PROCEDURES FOR:

FOX RUN UTILITIES

- FOR THE EXCAVATION AT PROPERTY SERVICE CONNECTION, FOR DISCONNECTING SEWER LINE—DUE TO NONPAYMENT, UP TO, BUT WILL NOT EXCEED-----\$650.00

SIX HUNDRED & FIFTY DOLLARS

- FOR THE EXCAVATION & RECONNECTION AT PROPERTY SERVICE CONNECTION. SEED & STRAW—UP TO, BUT WILL NOT EXCEED-----\$650.00

SIX HUNDRED & FIFTY DOLLARS

THANK YOU

JOE MURPHY

**FOX RUN UTILITIES, LLC
NONRECURRING CHARGE COST JUSTIFICATION**

Type of Charge: Termination of Service Charge

1. Field Expense:

A. Materials (Itemize)

<u>See attached quote obtained from</u>	\$ _____
<u>Murphy's Excavating</u>	_____
	<u>not to exceed \$650.00</u>

B. Labor (Time and Wage)

_____	_____
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Total Field Expense	\$ <u>not to exceed \$650.00</u>
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2. Clerical and Office Expense

A. Supplies

\$ _____

B. Labor - 1 hour \$20.00

\$ 20.00

Total Clerical and Office Expense	\$ <u>20.00</u>
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3. Miscellaneous Expense

A. Transportation

\$ _____

B. Other (Itemize)

_____	_____
_____	_____
_____	_____

Total Miscellaneous Expense	\$ _____
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Total Nonrecurring Charge Expense	\$ <u>not to exceed \$670.00</u>
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MURPHYS EXCAVATING
 379 BROOKSVIEW CR.
 BROOKS, KY. 40109
 PHONE-9573775-MOBIL-7733526-FAX-9576185
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NON PAYMENT PROCEDURES FOR:

FOX RUN UTILITIES

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SIX HUNDRED & FIFTY DOLLARS

- FOR THE EXCAVATION & RECONNECTION AT PROPERTY SERVICE CONNECTION. SEED & STRAW—UP TO, BUT WILL NOT EXCEED-----
-----\$650.00

SIX HUNDRED & FIFTY DOLLARS

THANK YOU

JOE MURPHY

ATTACHMENT B

Key for revisions to the tariff language:

Pursuant to 807 KAR 5:007, the letter “T” signifies a change in Text.

Language that is shaded is to be deleted.

Language that is underlined is to be added.

P.S.C. Ky. No.1.....

Cancels P.S.C. Ky. No.

DOWNSTREAM INC.

OF

FRANKFORT KENTUCKY

Rates, Rules and Regulations for Furnishing

Sewer Service

AT

Fox Run Estates

In The Western Portion of Franklin County

Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY

ISSUED...December..22....., 19..82..

EFFECTIVE..September..26....., 19...80

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 11 1983

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

BY: 

ISSUED BY...DOWNSTREAM INC.....

(Name of Utility)

BY 

Walter E. Malmer

President

FOR Western Franklin County
Community, Town or City

P.S.C. KY. NO. 1

1st Revision SHEET NO. 1

CANCELLING P.S.C. KY. NO. 1

Original SHEET NO. 1

Downstream, Inc.
(Name of Utility)

RATES AND CHARGES

Single Family Residential

\$ 55.85 rate
per unit

DATE OF ISSUE September 26, 2006
Month / Date / Year

DATE EFFECTIVE October 1, 2006
Month / Date / Year

ISSUED BY *Hodney K. Harty*
(Signature of Officer)

TITLE President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2006-00195 DATED 9/22/06

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
10/1/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By *[Signature]*
Executive Director

T This schedule of Rules and Regulations governs the furnishing of sewage service by Downstream, Inc. Fox Run Utilities, LLC hereinafter referred to as the Utility and applies to all service received from the Utility. No employee or individual director of the Utility is permitted to make an exception to Rates, Rules or Regulations. All Rules and Regulations are to be in effect so long as they are not in conflict with Public Service Commission Rules and Regulations. The Utility is further subject to all Rules and Regulations of the Commission even though not contained herein.

REVISIONS

These Rules and Regulations may be revised, amended, supplemented or otherwise changed from time to time subject to approval of the Public Service Commission, and shall have the same force as the present Rules and Regulations.

SERVICE AREA

T The Utility furnishes sewage service to the Fox Run Estates Subdivision located at Frankfort, Kentucky in Franklin County, Kentucky.

AVAILABILITY

Sewer service is available to any domestic, commercial or industrial consumer within the Utility's area.

SUBSTANCES NOT TO BE DISCHARGED INTO SEWERS

No substances shall be placed or discharged into the sanitary sewer system which will create a combustible, gaseous, explosive or inflammable condition in such sewer system nor shall any substances or objects be placed or discharged into the sewer system which will not dissolve and which will thus cause an obstruction and clogging within the system. No petroleum products shall be placed or discharged into the sewer system.

No storm water or surface water drain shall be connected with the sanitary sewer system nor shall any storm or surface water be otherwise introduced into the sewer system.

SEWER FAILURE

The Utility is responsible for sewer failure only when in control of the Utility's employees. No consumer is paid damages for equipment unless such damages are specifically found to be caused by an act of negligence on the part of the Utility or its employees.

PROTECTION BY CONSUMER

T The consumer shall protect the equipment of the Utility on his premises and shall not interfere with

Utility's property or permit interference except by duly authorized representatives of the Utility.

NOTICE OF TROUBLE

T The consumer shall give immediate notice to the Utility of any irregularities or unsatisfactory service and of any defects known to consumer.

MAINTENANCE

The Utility may at any time deemed necessary, suspend sewer service to any consumer or consumers for the purpose of making repairs, changes or improvements upon any part of its system. The Utility shall give reasonable notice of such suspension of service to the consumer.

T
T
T The Utility shall be responsible for the maintenance of that portion of the service line installed by the Utility and the consumer shall be responsible for the maintenance of that portion of the service line installed by the consumer, his agent or predecessor. Households sharing lateral lines with other homes shall be responsible for maintaining these laterals. No sewer easement will be infringed upon by outbuildings or any structures that will hinder access to the Utility's sewer lines.

CONNECTION CHARGES

A. Normal Connection:

Normal connections to existing sewer lines shall be made without charge for a prospective consumer who shall apply for and contract to use service for one (1) year or more and provides a guarantee for such service. Any such connection made at the property line of a prospective customer shall be classified as a normal connection.

B. Other Connections:

The charges for connections made for the purpose of land development or for any party that will not be committed to the payment of a monthly rate in accordance with the established rate schedule as approved by the Public Service Commission are subject to negotiation between the Utility and the party requesting the connection. Any such connection that will affect the rate paid by any consumer of this Utility shall be subject to the approval of the Public Service Commission.

LINE RELOCATIONS

When necessary to move or relocate facilities, the cost will be paid by party or parties requesting such relocation.

BILLING, COLLECTION, PENALTIES

T
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T
T
Billing for sewage service furnished by the sewer system shall be made no later than the 1st day of each month and will be due and payable within ten (10) days. A 10% late payment penalty charge will be applicable after the due date of any account by Fox Run Utilities on a monthly basis, and each such bill shall be subject to the schedule for payment imposed by Fox Run Utilities according to its applicable Rules.

DEPOSITS

T
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T
The Utility may require from any customer or applicant for service a cash deposit or other guaranty to secure payment of bills not to exceed two-twelfths (2/12) of the estimated annual bill of such customer, or applicant where bills are rendered monthly, or three-twelfths (3/12) of the estimated annual bill where bills are rendered bimonthly, or four-twelfths (4/12) of the estimated annual bill where bills are rendered quarterly. Interest at the rate of six percent (6%) per annum will be paid on deposits so required, accruing from the date of deposit.

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 is for nonpayment 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

T can make other living arrangements or until not less than ten (10) days elapse from the date of the Utility's notification. When a dangerous condition is found to exist on the customer's or applicant's premises, the service shall be cut off without notice or refused, provided that the utility notify the customer or applicant immediately of the reasons for the discontinuance or refusal and the corrective action to be taken by the applicant or customer before service can be rendered.

1. Fox Run Utilities adopts all applicable Commission regulations for all instances not covered by the regulations of the company.
 2. Late payment charge: A late payment or delinquent charge of 10% of the monthly bill shall be made when the bill is not paid within twenty days from the original mailing date of the bill. The Utility shall charge a bad check fee of \$20.00 for all returned checks.
 3. Deposit: Each customer may be requested to deposit 2/12 of the estimated annual bill to secure service. The deposit shall be returned upon discontinuance of service and payment of all charges. Interest will be paid on deposits as required by KRS 278.460.
 4. Termination of service charge and reconnection of service charge: The Utility shall charge the customer a service charge not to exceed \$670.00 when the Utility terminates service by disconnecting the customer from the sewer service. The Utility shall charge the customer a service charge not to exceed \$670.00 when the Utility reconnects the customer to the sewer service. The customer shall also pay in full all amounts owed the Utility by the customer prior to reconnection.
- T

P.S.C. Ky. No.1.....

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EFFECTIVE ~~September 26~~....., 19...80

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 11 1983

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

BY: 

ISSUED BY DOWNSTREAM INC.

(Name of Utility)

BY .....
Walter E. Malmer

President

FOR Western Franklin County
Community, Town or City

P.S.C. KY. NO. 1

1st Revision SHEET NO. 1

CANCELLING P.S.C. KY. NO. 1

Original SHEET NO. 1

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(Name of Utility)

RATES AND CHARGES

Single Family Residential

\$ 55.85 rate
per unit

DATE OF ISSUE September 26, 2006
Month / Date / Year

DATE EFFECTIVE October 1, 2006
Month / Date / Year

ISSUED BY *Robert L. Paul*
(Signature of Officer)

TITLE President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2006-00195 DATED 9/22/06

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
10/1/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By *[Signature]*
Executive Director

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The consumer shall give immediate notice to the Utility of any irregularities or unsatisfactory service and of any defects known to consumer.

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The Utility shall be responsible for the maintenance of that portion of the service line installed by the Utility and the consumer shall be responsible for the maintenance of that portion of the service line installed by the consumer, his agent or predecessor. Households sharing lateral lines with other homes shall be responsible for maintaining these laterals. No sewer easement will be infringed upon by outbuildings or any structures that will hinder access to the Utility's sewer lines.

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B. Other Connections:

The charges for connections made for the purpose of land development or for any party that will not be committed to the payment of a monthly rate in accordance with the established rate schedule as approved by the Public Service Commission are subject to negotiation between the Utility and the party requesting the connection. Any such connection that will affect the rate paid by any consumer of this Utility shall be subject to the approval of the Public Service Commission.

LINE RELOCATIONS

When necessary to move or relocate facilities, the cost will be paid by party or parties requesting such relocation.

BILLING, COLLECTION, PENALTIES

Billing for sewage service furnished by the sewer system shall be made no later than the 1st day of each month and will be due and payable within ten (10) days. A 10% late payment penalty charge will be applicable after the due date of any account by Fox Run Utilities on a monthly basis, and each such bill shall be subject to the schedule for payment imposed by Fox Run Utilities according to its applicable Rules.

DEPOSITS

The Utility may require from any customer or applicant for service a cash deposit or other guaranty to secure payment of bills not to exceed two-twelfths (2/12) of the estimated annual bill of such customer or applicant where bills are rendered monthly, or three-twelfths (3/12) of the estimated annual bill where bills are rendered bimonthly, or four-twelfths (4/12) of the estimated annual bill where bills are rendered quarterly. Interest at the rate of six percent (6%) per annum will be paid on deposits so required, accruing from the date of deposit.

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 is for nonpayment 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 notification. When a dangerous condition is found to exist on the customer's or applicant's premises, the service shall be cut off without notice or refused, provided that the utility notify the customer or applicant immediately of the reasons for the discontinuance or refusal and the corrective action to be taken by the applicant or customer before service can be rendered .

1. Fox Run Utilities adopts all applicable Commission regulations for all instances not covered by the regulations of the company.
2. Late payment charge: A late payment or delinquent charge of 10% of the monthly bill shall be made when the bill is not paid within twenty days from the original mailing date of the bill. The Utility shall charge a bad check fee of \$20.00 for all returned checks.
3. Deposit: Each customer may be requested to deposit 2/12 of the estimated annual bill to secure service. The deposit shall be returned upon discontinuance of service and payment of all charges. Interest will be paid on deposits as required by KRS 278.460.
4. Termination of service charge and reconnection of service charge: The Utility shall charge the customer a service charge not to exceed \$670.00 when the Utility terminates service by disconnecting the customer from the sewer service. The Utility shall charge the customer a service charge not to exceed \$670.00 when the Utility reconnects the customer to the sewer service. The customer shall also pay in full all amounts owed the Utility by the customer prior to reconnection.

ATTACHMENT C

NOTICE

Fox Run Utilities, LLC proposes to make the following revisions to its tariff to include standard tariff language and to add certain non-recurring charges. The proposed effective date for the change is April 1, 2010.

TARIFF

Proposed revisions for nonrecurring charges:

- 1) The Utility will charge a bad check fee of \$20.00 for all returned checks.
- 2) The Utility will charge a delinquent customer a service charge not to exceed \$670.00 when terminating service by disconnection.
- 3) The Utility will charge a delinquent customer a service charge not to exceed \$670.00 when reconnecting sewer service. The customer shall also pay in full all previously owed.

The tariff revisions and non-recurring charges contained in this Notice are proposed by Fox Run Utilities, LLC. However, the Public Service Commission may order tariff revisions and non-recurring charges that differ from those proposed by Fox Run Utilities, LLC. Such action may result in tariff revisions and non-recurring charges that differ from those set forth in this Notice.

Any corporation, association, body politic, or person may, by motion, within thirty (30) days after publication or mailing of notice of the proposed tariff revisions and non-recurring charges, request leave to intervene; and the motion shall be submitted to the Public Service Commission, P. O. Box 615, Frankfort, Kentucky 40602, and shall set forth the grounds for the request including the status and interest of the party.

Intervenors may obtain copies of the Application and related filings at no cost by contacting Fox Run Utilities, LLC. Fox Run Utilities, LLC has available for inspection at its office the proposed changes to its tariff. The office is located at 1706 Bardstown Road, Louisville, Kentucky 40205.

This Notice is made pursuant to 807 KAR 5:011-Tariffs.

Fox Run Utilities, LLC

ATTACHMENT D

FILED IN OFFICE

JAN 10 2008

By _____ D.C.

0678555.06

Dcornish
LAOO

Trey Grayson
Secretary of State
Received and Filed
11/13/2007 4:33:10 PM
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**ARTICLES OF ORGANIZATION
OF
FOX RUN UTILITIES, LLC**

The undersigned organizer, desiring to form a Limited Liability Company under the Kentucky Limited Liability Company Act hereby states as follows:

ARTICLE I

The name of the Limited Liability Company is Fox Run Utilities, LLC.

ARTICLE II

The name and address of the original registered agent is Robert C. Moore, 415 West Main Street, P.O. Box 676, Frankfort, Kentucky 40602-0676.

ARTICLE III

The mailing address of the initial principle place of business of the Limited Liability Company is: 1706 Bardstown Road, Louisville, Kentucky, 40205.

ARTICLE IV

The Limited Liability Company has two members.

ARTICLE V

The Limited Liability Company is to be managed by its members.

ARTICLE VI

Unless earlier dissolved in accord with the Kentucky Limited Liability Company Act and the operating agreement of the Limited Liability Company, the duration of Fox Run Utilities, LLC, is perpetual.

ARTICLE VII

Except as otherwise provided by Kentucky law, no member, manager, agent or employee of the Limited Liability Company shall be personally liable for the debts, obligations, or liabilities of the Limited Liability Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other member, manager, agent or employee of the Limited Liability Company.

IN TESTIMONY WHEREOF, the undersigned has duly executed these Articles of Organization this thirteenth day of November, 2007.

IN TESTIMONY WHEREOF, the undersigned has duly executed these Articles of Organization this thirteenth day of November, 2007.

Robert C. Moore
Robert C. Moore, Organizer

STATE OF KENTUCKY)
)SS
COUNTY OF FRANKLIN)

SWORN TO AND ACKNOWLEDGED before me this thirteenth day of November, 2007, by Robert C. Moore, organizer.

My commission expires 3/17/10.

Amey & Bailey
NOTARY PUBLIC

CONSENT OF INITIAL REGISTERED AGENT FOR SERVICE OF PROCESS

I, Robert C. Moore, registered agent, having a principle place of business of 415 West Main Street, P.O. Box 676, Frankfort, Kentucky 40602-0676, hereby agree and consent to serve as registered officer and agent for service of process of Fox Run Utilities, LLC.

Robert C. Moore
Robert C. Moore

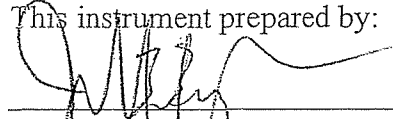
STATE OF KENTUCKY)
)SS
COUNTY OF FRANKLIN)

SWORN TO AND ACKNOWLEDGED before me this thirteenth day of November, 2007, by Robert C. Moore.

My commission expires 3/17/10.

Amey & Bailey
NOTARY PUBLIC

This instrument prepared by:



John B. Baughman
Hazelrigg & Cox, LLP
415 West Main Street
P.O. Box 676
Frankfort, Kentucky 40602-0676