

P.S.C.Ky. No. 1

Cancels P.S.C.Ky. No. _____

JESSAMINE SOUTH ELKHORN WATER DISTRICT

OF

Jessamine County, Kentucky

Rates, Rules and Regulations for Furnishing

Sewer Service

AT

**District's Service Area
Jessamine County, Kentucky**

**Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY**

ISSUED: January 28, 2008

EFFECTIVE February 27, 2008

ISSUED BY: JESSAMINE-SOUTH ELKHORN WATER DISTRICT

(Name of Utility)

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

BY

L. Nicholas Strong

2/27/2008

PURSUANT TO 807 KAR 5:011

Chairman

By

Executive Director

FOR District's Service Area

P.S.C. KY. NO. 2

SHEET NO. 1

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

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

SHEET NO. 1

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- Service Line Inspection Charge
- Service Reconnection Charge
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- Service Charge for Damage to Facilities

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DATE OF ISSUE June 4, 2015

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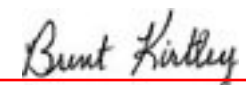
ISSUED BY X 

L. Nicholas Strong

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2014-00377; DATED June 4, 2015

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 6/4/2015 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 2

SHEET NO. 2

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

SHEET NO. 2

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DATE OF ISSUE October 6, 2010
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ISSUED BY L. Nicholas Strong
L. Nicholas Strong

TITLE Chairman

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

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE
11/5/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)


FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 2
SHEET NO. 3


JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

CANCELLING P.S.C. KY. NO. 1
SHEET NO. 2

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DATE OF ISSUE October 6, 2010
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ISSUED BY 
L. Nicholas Strong
TITLE Chairman
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH

EFFECTIVE
11/5/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Jessamine-South Elkhorn Water District

AREA_ District's Service Area

PSC KY NO. 1

2nd Revised SHEET NO. 2

CANCELLING PSC KY NO. 2

1st Revised SHEET NO. 2

RATES & CHARGES

NONRECURRING CHARGES

Miscellaneous

Returned Check Service Charge: A charge of \$12.00 will be levied by the District (R) and shall be paid by the customer for any payment made by check or by automatic withdrawal from a bank account where the bank returns the check for any reason or refuses the withdrawal for any reason.

Service Line Inspection Charge: A charge of \$15.00 will be levied by the District (R) and shall be paid by the customer for any inspection of a service line requested by the customer or required by the District to maintain or insure proper operation of its system.

Service Reconnection Charge: A charge of \$13.00 will be levied by the District (R) and shall be paid by the customer for actions taken by the District due to termination of service for any reason. The same charges will be levied and paid for filed collections of bills owed.

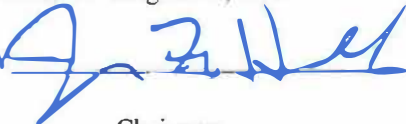
Grease Trap Inspection Charge: A charge of \$15.00 will be levied by the District (R) and shall be paid by the customer for each grease trap inspection made by the District.

Unauthorized Use of Service Investigation Charge: Any individual or entity that is discovered to be using the sanitary sewer facilities of the District without first having received authorization from the District to do so shall pay the actual costs incurred by the District in investigating and terminating such unauthorized use.

Service Charge for Damage to Facilities: Any individual or entity that causes damage to the District's facilities shall pay the actual costs incurred by the District to investigate the damage and repair the damaged facilities.

DATE OF ISSUE August 25, 2022

DATE EFFECTIVE August 25, 2022

ISSUED BY 

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00053 DATED August 25, 2022

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 8/25/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR: District's Service Area

PSC KY NO. 1

6th Revised _____ SHEET NO. 1

Jessamine-South Elkhorn Water District

CANCELLING PSC KY NO. 1

5th Revised _____ SHEET NO. 1

MONTHLY SEWER RATES
Effective on and after July 1, 2023

I **SINGLE UNIT METER**

I FIRST 2000 GALLONS \$ 31.42 minimum bill

I ALL OVER 2000 GALLONS \$ 0.01560 per gallon

MONTHLY SEWER RATES
Effective on and after August 25, 2023

I **SINGLE UNIT METER**

I FIRST 2000 GALLONS \$ 34.87 minimum bill

I ALL OVER 2000 GALLONS \$ 0.01731 per gallon

DATE OF ISSUE: 09/06/2023
MONTH / DATE / YEAR

DATE EFFECTIVE: 07/01/2023
MONTH / DATE / YEAR

ISSUED BY: /s/ James F. Hall
SIGNATURE OF OFFICER

TITLE: CHAIRMAN

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00217 DATED 08/16/2023

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 7/1/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR: North Jessamine County

PSC KY NO. I

_____ SHEET NO. 1

Jessamine-South Elkhorn Water District

CANCELLING PSC KY NO. 1

_____ SHEET NO. 1

MONTHLY SEWER RATES

SINGLE UNIT METER

~~FIRST 2000 GALLONS
ALL OVER 2000 GALLONS~~

Cancelled 9-2-16.
See prior pg. 1.

~~\$21.90 minimum bill
\$10.95 per 1,000 gallons~~

N MULTI-UNIT METER:

minimum bill charge X number of units + (total usage minus [2,000 gallons X number of units] divided by 1000 X per 1,000 gallon charge)

DATE OF ISSUE November 24, 2015
MONTH / DATE / YEAR

DATE EFFECTIVE December 24, 2015
MONTH / DATE / YEAR

ISSUED BY [Signature]
SIGNATURE OF OFFICER

TITLE: CHAIRMAN

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

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 12/24/2015 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 3

6th Revised SHEET NO. 4

Jessamine-South Elkhorn Sewer District

CANCELLING P.S.C. KY. NO. 3

5th Revised SHEET NO. 4

RATES & CHARGES

NON-RECURRING CHARGES: SEWER TAP-ON FEES

If the District performs the installation, the fee will be \$2,632.00 plus applicable amount(s) shown in tables below.

If the District does not perform the installation, the fee will be \$76.00 plus applicable amount(s) shown in tables below.

Single-family residences, townhomes, and duplexes (per unit) occupying lots:

Of 1/4 acre or less	\$1,548.15
From 1/4 acre to 1/2 acre	2,874.85
From 1/2 acre to 3/4 acre	4,205.22
From 3/4 acre to 1 acre	5,753.36
Larger than 1 acre	7,301.49

Apartments, condominiums, hospitals, and nursing homes:

Each efficiency unit	\$619.97
Each 1-bedroom unit	1,149.53
Each 2-bedroom unit	1,503.83
Each 3- or 4-bedroom unit	1,859.94
Minimum for each building	3,096.24

Motels/Hotels: Each living unit \$1,149.53

Trailer Parks: Each trailer or space \$1,548.15

Service Stations (stand alone or convenience store): Each station \$8,849.61

Swimming Pools: For the erection of each swimming pool a fee per 100 cubic feet (L x W x Avg Depth / 100) \$2.657



DATE OF ISSUE June 7, 2023

DATE EFFECTIVE July 7, 2023

ISSUED BY /s/ Jerry Haws

TITLE Vice Chairman, and Acting Chair

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
7/7/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 3

6th Revised SHEET NO. 4

Jessamine-South Elkhorn Sewer District

CANCELLING P.S.C. KY. NO. 3

5th Revised SHEET NO. 4

RATES & CHARGES

NON-RECURRING CHARGES: SEWER TAP-ON FEES (CONTINUED)

Restaurants, Business, Professional, Commercial, and Industrial Buildings
including facilities in hospitals or nursing homes:

A fee to be per square foot of floor space	\$1.772
Minimum fee for each sewer connection	\$1,548.15

Storage Areas, Warehouses, and Distribution Centers:

A fee to be per square foot of floor space	\$0.369
Minimum fee for each sewer connection	\$1,548.15

Non-Profit School Establishments:

A fee to be per square foot of floor space	\$0.884
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-I-



DATE OF ISSUE June 7, 2023

DATE EFFECTIVE July 7, 2023

ISSUED BY /s/ Jerry Haws

TITLE Vice Chairman, and Acting Chair

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

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

EFFECTIVE
7/7/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 1

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

This schedule of Rules and Regulations governs the furnishing of sewer service by the Jessamine-South Elkhorn Sewer District hereinafter referred to as the District and applies to all service received from the District. No employee or individual Commissioner of the District is permitted to make an exception to these 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 District is further subject to all Rules and Regulations of the Public Service Commission even though not contained herein.

1. 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, shall be kept open to inspection at the office of the District. The rules are promulgated under direction and authority granted pursuant to Chapter 13 of Kentucky Revised Statutes and Administrative Regulations 807 KAR Chapter 5 established via authority of Executive Order 81-126 dated March 4, 1981. The aforesaid Rules and Regulations are hereby adopted and included the same as herein written now or as may be legally changed from time to time.

2. Revisions

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time by either of the two (2) following methods:

- A. By order of the Public Service Commission upon application by the District, and after a hearing as provided by Commission regulation set forth in 807 KAR 5:011
- B. By issuing and filing on at least thirty (30) days in the to the Commission and the public all proposed changes and/or additions in the Rules and Regulations, as provided by commission regulations set forth in 807 KAR 5:011.

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
Month / Date / Year

ISSUED BY L. Nicholas Strong
L. Nicholas Strong

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

OR District's Service Area

Community, Town or City

P.S.C. KY. NO. 2

SHEET NO. 2

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

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

(Name of Utility)

SHEET NO. 2

RULES AND REGULATIONS

3. Conflict

In case of conflict between any provisions of any rate schedule and the Rules and Regulations herein, the rate schedule shall control. Also, should any of the Rules and Regulations contained herein conflict with 807 KAR Chapter 5 as of this date, same shall take precedence over those contained herein.

4. Application For Service

Any person, firm, agency or governmental entity within the current service area of the District may request service. Said request must be in writing on a form approved by the District.

No service requested shall be granted unless the property of said applicant is adjacent and contiguous to an existing sewer main of the District. Should the applicant desire to have the existing system extended for service, the District shall acquire any and all necessary easements on private land at the applicant's sole expense. Any easements acquired by the applicant shall be tendered for review and approval by the District's counsel as to adequacy. The path of the easement shall be subject to the District's approval.

[T]

Should the District determine that service to an applicant is available, each prospective applicant desiring sewer service shall be required to execute and sign the District's application and contract for sewer service before service is supplied by the District.

DATE OF ISSUE September 4, 2013
Month / Date / Year

DATE EFFECTIVE October ,2013
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 10/20/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 2A

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

CANCELLING P.S.C. KY. NO. N/A

(Name of Utility)

SHEET NO. N/A

RULES AND REGULATIONS

5. Point Of Delivery

The point of delivery is the point where the sewer main or lateral enters upon the customer's premises. All lines, plumbing, and equipment beyond this point shall be installed and maintained by the customer at his own expense in a safe and efficient manner and in accordance with the District's Rules and Regulations and with the regulations of the Jessamine County Health Department. The District reserves the right to determine in its sole discretion the location point of delivery but with due regard to the wishes of the prospective customer.

[T]

Should a situation occur where it would be feasible to provide service to a potential customer at a point of delivery not on the customer's premises, then the District shall acquire any and all necessary easements on private land at the applicant's sole expense. Any easements acquired by the applicant shall be tendered for review and approval by the District's counsel as to adequacy. The path of the easement shall be subject to the District's approval.

DATE OF ISSUE September 4, 2013
Month / Date / Year

DATE EFFECTIVE October 2013
Month / Date / Year

ISSUED BY [Signature]
L. Nicholas Strong

TITLE Chairman

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

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/20/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 3

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

6. Billing

Bills and notices relating to the conduct of the business of the District will be mailed to the customer at the address listed on the user's agreement unless a change of address has been filed in writing with the District; and the District shall not otherwise be responsible for delivery of any bill or notice nor will the customer be excused from the payment of any bill or any performance required in said notice.

Bills for sewer service are due and payable at the office of the District, or to any designated agent, on the date of issue. The past due date shall be the tenth day after the date of issue. Bills will be dated and mailed on or about the twentieth (20th) day of each month.

All bills not paid on or before the first of the next month shall be deemed delinquent. When a bill becomes delinquent, the District shall serve a customer a written final notice of said delinquency, and of the intent of the District to discontinue service ten days after the date of such notice unless such bill is paid prior to the expiration of said ten (10) days. If a delinquent bill is not paid within ten (10) days after date of such final notice, the sewer supply to the customer may be discontinued without further notice; provided, however, if, prior to discontinuance of service, there is delivered to the District, or to its employee empowered to discontinue service, a written certificate signed by a physician, a registered nurse, or a public health officer that, in the opinion of the certifier, discontinuance of service will aggravate an existing illness or infirmity on the affected premises, service shall not be discontinued until the affected resident can make other living arrangements or until ten (10) days elapse from the time of the District's receipt of said certificate whichever occurs first. A penalty of 10% of the amount of bill owed shall be levied and payable by the customer on all bills not paid within ten (10) days from the date of issue.

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 4

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

7. Termination Of Service

District Initiated Termination of Service:

- A. The termination notice requirements stated herein will not apply if termination notice requirements to a particular customer or customers are otherwise dictated by the terms of a special contract between the District and customer which has been approved by the Public Service Commission.
- B. When advance termination notice is required, the termination notice shall be mailed or otherwise delivered to the last know 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.
- C. The District may terminate service to a customer under the following conditions with an advance termination notice:
 - (1.) For noncompliance with District or Public Service Commission rules and regulations. The District cannot terminate service to any customer for noncompliance without having made a reasonable effort to obtain customer compliance. After such effort by the District, service may be terminated only after the customer has been given at least ten (10) days written termination notice.
 - (2.) For refusal of access. When a customer refuses or neglects to provide reasonable access to the premises for installation, operation, meter reading, maintenance, or removal of District property, the District may terminate service. Such action will be taken only when corrective action negotiated between the District and customer has failed to resolve the situation and after the customer has been given at least ten (10) days' written notice of termination.

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 5

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

- (3.) For noncompliance with state, local, or other codes. The District may terminate service to a customer that does not comply with state, municipal, and/or other codes, rules, and regulations that apply to such service. A District may terminate service only after ten (10) days' written notice of termination is provided unless ordered to terminate immediately by a governmental official.
 - (4.) For nonpayment of bills. As pursuant to 807: KAR 5:006, the District may terminate water service for nonpayment of sewer service. The District may terminate water service for nonpayment of sewer service. The District may terminate service only after five (5) days' notice of termination is provided, and after twenty (20) days have elapsed since the mailing date of the original unpaid bill.
- D. The District may terminate service to a customer if the following conditions exist without an advance termination notice. Within twenty-four (24) hours after such termination, the District shall send written notification to the customer of the reason(s) for termination upon which the District relies, and of the customer's right to challenge the termination by filing a formal complaint with the Public Service Commission. The District will not restore service until the customer agrees to comply with all rules and regulations of the District and Public Service Commission.
- (1.) For illegal use or theft of service. The District may terminate 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 for illegal use or theft of service.
 - (2.) For dangerous conditions. If a dangerous condition relating to the District's service which could subject any person to imminent harm or result in substantial damage to the property of the District or others is found to exist on the customer's premise, then service will be terminated immediately. Upon termination the District will leave notification at the customer's dwelling and, if possible, orally contact the customer to inform him/her of the reasons for the termination. Such notice will be recorded by the

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
Month / Date / Year

ISSUED BY L. Nicholas Strong
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 6

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

District and will include the corrective action to be taken by the customer or District before service can be restored.

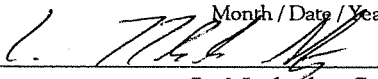
- (3.) Unapproved Extensions and/or Additions. Any extension or additions to an existing service connection that have not been approved by the District will be considered theft of service, and will constitute grounds for termination of service. This right of termination is separate from and in addition to any other legal remedies that the District may pursue for illegal use or theft of service.
- (4.) Misrepresentation. Any misrepresentation in the application or contract as to the property or fixtures to be supplied or additional use to be made of water will constitute grounds for termination of sewer service, and the customer shall be liable for any damage to any of the District's facilities or equipment.
- (5.) Failure to Report Changes. Failure to notify the District of additions to the property or fixtures to be supplied or additional use to be made of water will constitute grounds for termination of sewer service.

E. The District will not terminate service to a customer if the following conditions exist:

- (1.) If payment for service is made. Service will not be terminated to a customer that was sent a termination notice if the customer delivers full payment to the District prior to the actual termination of service.
- (2.) If a partial payment agreement is in effect. Service will not be terminated for nonpayment if the customer and the District have entered into a partial payment plan and the customer is meeting the requirements of the plan.

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 7

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

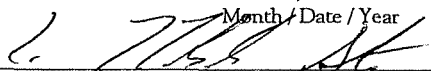
CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

RULES AND REGULATIONS

- (3.) If a medical certificate is presented. Service will not be terminated for thirty (30) days beyond the termination date if a physician, registered nurse or public health officer certifies in writing that termination of service will aggravate a debilitating illness or infirmity on the affected premises. The District may refuse to grant consecutive extensions for medical certificates past the original thirty (30) days unless the certificate is accompanied by an agreed partial payment plan. The District will not require a new deposit from a customer to avoid termination of service for a thirty (30) day period who presents to the District a medical certificate certified in writing by a physician, registered nurse or public health officer.
- (4.) The system operator will be the designated representative to answer customer questions, resolves disputes and negotiate partial payment plans. Any member who does not receive a satisfactory answer, resolution or partial payment plan may present the matter to the next regular meeting of the Board of Commissioners of the District.

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 8

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. 8

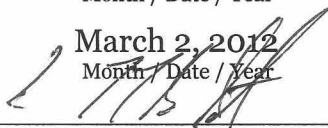
RULES AND REGULATIONS

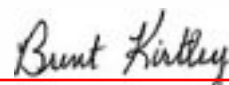
8 Discontinuance Of Service By Customer

Any customer having fulfilled his contract terms and desiring to discontinue the sewer service to his premises for any reason must give notice of discontinuance in writing or in person at the business office of the District at least three (3) days prior to the date on which the customer desires to discontinue service. If such notice is not given, the customer shall remain liable for all sewer service rendered to such premises by the District until such notice is received by the District.

9 Authority To Institute Legal Proceeding For Collection Of Monies Owed

[T] The District's legal counsel is authorized and directed to take all steps and to institute any and all necessary legal proceedings and/or litigation in the name of the District in any court having jurisdiction over such matters of enforcement and for the collection of delinquent accounts, damage or monies owed to the District. In the event the District incurs legal fees and costs as a result of the foregoing, it shall be entitled to recover from the customer the amount due plus any attorney's fees and court costs awarded by the court having jurisdiction.

DATE OF ISSUE: May 2, 2011
Month / Date / Year
DATE EFFECTIVE: March 2, 2012
Month / Date / Year
ISSUED BY 
L. Nicholas Strong
TITLE Chairman
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2011 - 00198 DATED March 2, 2012

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH

EFFECTIVE
3/2/2013
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 9

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

10. Deposit

- A. Deposits to secure payment. The utility may require a minimum cash deposit or other guaranty to secure payment of bills.
- B. Equal deposits. An equal deposit amount for each class of customers will be established based on the average annual bill of customers in that class, deposit amounts will not exceed two-twelfths (2/12) of the average annual bill of customers in each class where bills are rendered monthly.
- C. Recalculation of deposits. If the utility retains the deposit for more than eighteen (18) months, it will notify customers in writing that, at the customer's request; the deposit will be recalculated every eighteen (18) months based on actual usage of the customer. The notice of deposit recalculation will be included either on the customer's application for service or on the receipt of deposit, or may be included annually with or on customer bills. The notice of deposit recalculation will state that if the deposit differs by more than ten (10) dollars for residential customers, or by more than ten (10) percent for nonresidential customers, from the deposit calculated on actual usage, the utility will refund any over-collection and by collect any underpayment. Refunds will be made either by check or by credit to the customer's bill, except that the utility will not refund any excess deposit if the customer's bill is delinquent at the time of recalculation.
- D. Waiver of Deposits. The deposit may be waived upon a customer's showing of satisfactory credit or payment history. In determining whether a deposit will be required or waived, the following criteria will be considered:
- (1.) Previous payment history with the utility. If the customer has no previous history with the utility, statements from other utilities, banks, etc. may be presented by the customer as evidence of good credit.
 - (2.) Whether the customer has an established income or line of credit.
 - (3.) Length of time the customer has resided or been located in the area.

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 10

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

- (4.) Whether the customer owns the property to be served.
- (5.) Whether another customer with a good payment history is willing to sign as a guarantor for an amount equal to the required deposit.
- E. Additional deposit requirement. If a deposit has been waived or returned and the customer fails to maintain a satisfactory payment record, the utility may require that a deposit be made. The utility 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.
- F. Receipt of deposit. The utility will issue a receipt to every customer that pays a deposit. The receipt will show the name of the customer, location of the service or customer account number, date, and amount of deposit. If the notice of recalculation described in this section is not included in the utility's application for service or mailed with customer bills, the receipt of deposit will contain the notification. If deposit amounts change, the utility will issue a new receipt of deposit to the customer.
- G. Deposits as a condition of service. Service may be refused or discontinued if payment of requested deposits is not made.
- H. Interest on deposits. Interest will accrue on all deposits at the rate prescribed by law beginning on the date of the deposit. Interest accrued will be refunded to the customer or credited to the customer's bill on an annual basis except that the utility will not be required to refund or credit interest on deposits if the customer's bill is delinquent on the anniversary of the deposit date. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill with any remainder refunded to the customer.

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
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ISSUED BY L. Nicholas Strong
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 2

SHEET NO. 11

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

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

(Name of Utility)

SHEET NO. 11

RULES AND REGULATIONS

11. Interruption Of Service

The District will use reasonable diligence in supplying sewer service, but it shall not be liable in the event of, or for any loss, injury, or damage to persons or property resulting from interruptions in service, main blockage and surcharge, or otherwise unsatisfactory service, whether or not caused by its negligence.

The District shall in no event be held responsible for any claim made against it by reason of the breaking or blockage of any mains or laterals or by reason of any other interruption of the supply of sewer caused by the failure of machinery or stoppage for necessary repairs or other reason. No person shall be entitled to damages nor a payment refund for any interruption of service which in the opinion of the District may be deemed necessary.

The District shall make all reasonable efforts to end interruption of service and when such interruption occurs will endeavor to re-establish service with the least possible delay. When the service is interrupted, all customers affected by such interruption will be notified in advance, whenever it is possible.

12. Relocation Of Sewer Facility

[T]

The District may, at the request of a customer or other person, relocate, change or modify existing District owned equipment, mains or appurtenances. Those requesting shall reimburse District for such changes at actual cost including but not limited to appropriate legal, administrative, engineering and overhead costs. If additional easement(s) are required, the District shall acquire any and all necessary easements on private land at the applicant's sole expense. Any easements acquired by the applicant shall be tendered for review and approval

DATE OF ISSUE September 4, 2013
Month / Date / Year

DATE EFFECTIVE October 2013
Month / Date / Year

ISSUED BY L. Nicholas Strong

TITLE Chairman

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

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/20/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 2

SHEET NO. 12

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

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

(Name of Utility)

SHEET NO. 12

RULES AND REGULATIONS

by the District's counsel as to adequacy. The path of the easement shall be subject to the approval of the District.

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 water system. Any person violating this provision will be subject to criminal charges, civil suit, and/or discontinuance of water service and shall pay the cost of repairing or replacing the District's facilities.

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 of 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.

13. Additional Load

The service connection supplied by the District for each customer has a definite capacity, and no addition to the requested service line connected thereto shall be allowed except by written consent of the District. Failure to give notice and to obtain the District's written consent for such additions or changes in load shall render the customer liable to the District for all loss, cost, and expense, including but not limited to attorneys' fees and court costs, for any damage to any of the District's lines or equipment or cost caused by the additional load.

DATE OF ISSUE September 4, 2013
Month / Date / Year

DATE EFFECTIVE October, 2013
Month / Date / Year

ISSUED BY *[Signature]*
L. Nicholas Strong

TITLE Chairman

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

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/20/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 2

SHEET NO. 12A

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. 11

RULES AND REGULATIONS

14. Notice Of Trouble

Customer shall notify the District immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble or accidents affecting the sewer. Such notices, if verbal, shall be confirmed in writing.

DATE OF ISSUE September 4, 2013

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DATE EFFECTIVE October 2013

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ISSUED BY L. Nicholas Strong

L. Nicholas Strong

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/20/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 13

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

15. Complaints

Complaints may be made to the operator of the system whose decision may be appealed to the District Commissioners. Such appeal shall be in writing within ten (10) days of date of decision by operator which shall also be in writing and dated, stating the nature of the complaint and supporting evidence. Decisions by the District's Commissioners are final subject only to appeal to the Public Service Commission according to the procedures of that body.

16. Contributions In Aid Of Construction

The District may, at its option, accept contributions in aid of construction including but not limited to customer financed extensions to its sewer system. In addition, such contributions in aid of construction may consist of cash donations, in any amount, which the District may, at its option, apply to expenses of an extension or other projects. The acceptance by the District of contributions in aid of construction entitles no one to a refund and none shall be made.

DATE OF ISSUE January 28, 2008
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Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 14

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

17. Taps And Connections

All taps and connections to the mains of the District shall be made by and under the supervision and direction of District personnel.

18. Discharge Of Sewage, Wastes, Etc., Without Treatment Prohibited

It shall be unlawful to discharge into any natural outlet within the District or in any area under the jurisdiction of the District or into any sewer which connects to the sewer system of the District any domestic waste water, industrial waste or other polluted water, except where suitable treatment has been provided in accordance with the provisions of these rules and/or applicable Local, State and Federal regulations.

19. No Public Sewer To Be Used Or Disturbed Without Permit

- A. No person shall uncover, make any connection with or opening into, use, alter or disturb any public sanitary sewer or appurtenance thereof, including raising or lowering the top rim elevation of a sanitary sewer manhole, without first obtaining a written permit from the District.
- B. All permits to tap a sanitary sewer and to construct a building sewer must be obtained from the District and signed by a master plumber before any connection with or opening into, use, altering or disturbing of any sanitary sewer or appurtenance thereof can be made. It shall be the sole responsibility of the property owner to obtain and sign the owner's permit before a sanitary sewer tap permit is issued.
- C. The District or its authorized representative is empowered to stop all lateral sanitary sewer construction by a plumber in any phase whatsoever upon finding that no sanitary sewer tap permit has been issued.

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L. Nicholas Strong

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**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 15

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

20. Placement Of Materials In Or Upon Manholes

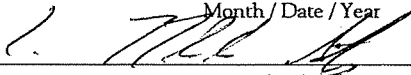
No person shall place or deposit any material of any type including but not limited to night soil, garbage, dirt, rocks or other rubbish in a sanitary sewer manhole or on top of a sanitary sewer manhole lid.

21. Building Sewers And Connections

- A. There shall be two (2) classes of building having domestic wastewater only sewer permits, (1) for residential and commercial service and (2) for service to establishments producing industrial wastes. In either case, the owner or his agent shall make application on a special form furnished by the District. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the District.
- B. All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- C. A separate and independent sanitary sewer connection shall be provided for every lot. Any division of multifamily units to create separate ownership shall require a sanitary sewer tap maintenance agreement signed by all property owners prior to recording the final record plan or horizontal property regime.
- D. Old building sewer may be used in connection with new buildings only when they are found, on examination and test by the District, to meet all requirements of this regulation.

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ISSUED BY 
L. Nicholas Strong

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IN CASE NO. _____ DATED _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 16

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

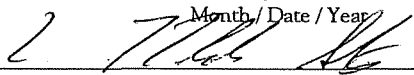
SHEET NO. _____

RULES AND REGULATIONS

- E. The building sewer, consisting of cast iron or PVC piping, shall be constructed in accordance with the sanitary sewer and pumping station manual, and the Kentucky Plumbing Code.
- F. All excavations required for the installation of a building sewer shall be open trench work unless otherwise approved by the District and the Kentucky State Plumbing Inspector. No backfill shall be placed until the work has been inspected and approved by the District, or its authorized representative, and the Kentucky State Plumbing Inspector.
- G. All joints and connections shall be made gas-tight and watertight.
- H. The building sewer shall be connected into the public sanitary sewer at a point determined by the District and as specified in the record drawings. Where no properly located service branch is available, a permit shall be required from the District which includes a pay item agreement signed by the applicant for the cost of the tap installation. Once the permit is obtained, the plumber shall uncover the mainline sewer and contact the District for installation of the tap. Under no circumstances shall the tap into the mainline sewer be made by the plumber.
- I. In order to ensure proper construction and verify the location of the sewer tap the applicant for the building sewer permit shall notify the District when the building sewer is ready for inspection and connection to the public sewer. The completed connection shall be inspected by the District prior to backfill being placed. The repair of any leak found shall be the responsibility of the property owner.
- J. All excavations for building sewer installation shall be adequately protected in accordance with the manual for uniform traffic control devices for traffic control in work zones so as to protect the public from hazards on streets, sidewalks, parkways and other public property.

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
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ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 17

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

K. Basement sewer service for existing structures.

(1.) No person shall construct or install sanitary facilities within a basement or other below grade space, including split foyer residential housing, without first obtaining a permit from the county health department and the District. For the purposes of this section, sanitary facilities are defined to include, but not be limited to, any of the following: toilet, shower, bathtub, sink, washing machine or floor drain.

(2.) The District shall visit the site to determine whether the sanitary facilities can be served by the building's gravity sewer. Gravity sewer service for sanitary facilities requires that the floor elevation on which the sanitary facilities are located be at least two (2) feet above the elevation of the nearest downstream manhole lid. In the event gravity sewer service cannot be achieved, the plumbing fixtures in the sanitary facilities shall discharge through a sewage pump to the building's gravity sewer. All work shall be performed in conformance with the sanitary sewer and pumping station manual and the Kentucky State Plumbing Code.

L. Sewer service for new structures and reconstruction of existing structures.

All new structures and reconstruction of existing structures shall have a floor that is not partially or completely underground, that is at least two(2) foot above the elevation of the nearest downstream manhole lid. Sewage from plumbing connections below that floor shall be lifted by a pump and discharged into the structure's sewer line.

M. New sewer service for existing structures.

Any house, building, apartment, or property used for human occupancy, employment, recreation or other purposes, which was in existence and which was not previously served by the sanitary sewer, shall connect with the sanitary sewer when available. Where gravity sewer service as defined above cannot feasibly be provided, the District may require the installation of a sewage pump. In such instances, the installation and maintenance of the sewage pump shall be the responsibility of the property owner.

DATE OF ISSUE January 28, 2008
Month / Date / Year

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Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
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Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 18

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

22. Discharge Of Storm Water And Unpolluted Drainage

- A. No person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof runoff, subsurface drainage, cooling water or unpolluted industrial process water to any sanitary sewer.
- B. Storm water and all other unpolluted drainage shall be discharged to such pipes as are specifically designated as storm sewers, or to a natural outlet, not the sanitary sewer system.

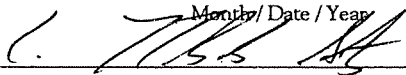
23. Materials Forbidden To Be Discharged Into Public Sewer

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described water or waste into any public sewer:

- A. Any liquid having a temperature higher than one hundred fifty (150) degrees Fahrenheit or which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case waste water with a temperature at the introduction into the POTW which exceeds one hundred four (104) degrees Fahrenheit unless the POTW treatment plant is designed to accommodate such temperatures.

DATE OF ISSUE January 28, 2008
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ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 19

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

- B. Any water or waste containing non-emulsified fats, wax, grease or oils, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) degrees and one hundred fifty (150) degrees Fahrenheit.
- C. Any gasoline, benzene, kerosene, hexene, naphtha, fuel oil or other solid or gas, which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fires or explosions or be injurious in any way to the waste water system. At no time shall two (2) successive readings on an explosion hazard meter, at the point of discharge into the waste water system, be more than fifteen (15) percent nor any single reading more than twenty (20) percent of the lower explosive limit (L.E.L.).
- D. Any garbage that has not been properly shredded.
- E. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, animal hair, animal parts, whole blood, paunch manure, tar, plastics, wood or any solid or viscous substance capable of causing obstructions to the flow in sewers or other interference with the proper operation of the sewerage works.
- F. Any waters or wastes containing strong acid iron pickling wastes or concentrated plating solutions whether neutralized or not.

DATE OF ISSUE January 28, 2008
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L. Nicholas Strong

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
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**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1

SHEET NO. 20

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

G. Any water or wastes containing the following chemical constituents and/or similar objectionable or toxic substances that exceed the following limits:

TABLE INSET:

Constituents	(mg/l)
(a) Arsenic	4.5
(b) Cadmium	0.22
(c) Chromium, total	7.0
(d) Chromium, hexavalent	0.25
(e) Copper	1.0
(f) Cyanide, total	1.4
(g) Cyanide, amenable	1.0
(h) Lead	0.6
(i) Mercury	0.0005
(j) Nickel	4.1
(k) Silver	4.8
(l) Zinc	4.1
(m) BTEX	10.0
(n) PAH	1.0

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ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 21

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. _____

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All other similar objectionable or toxic substances shall be reviewed by the District, prior to any discharge into the public sewer. Upon the promulgation of the Federal Categorical Pretreatment Standards for a particular industrial subcategory, the Federal Standard, if more stringent than limitations imposed herein for sources in that subcategory, shall immediately supersede the limitations imposed under this section.

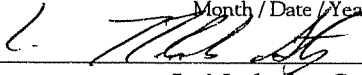
- H. Any waters or wastes exerting an excessive chlorine requirement.

- I. Any waters or waters containing phenols or other taste- or odor-producing substances in such concentrations exceeding limits which may be established by the director, water pollution control, as necessary, to meet the requirements of state, federal or other public agencies of jurisdiction for such discharge to the receiving waters.

- J. Any radioactive wastes or isotopes of such half-life or concentration as may exceed the following limits:
 - (1.) Gross beta activity shall not exceed one thousand (1,000) picocuries per liter.
 - (2.) Activity from dissolved strontium 90 shall not exceed ten (10) picocuries per liter.
 - (3.) Activity from dissolved alpha emitters shall not exceed three (3) picocuries per liter.

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FOR District's Service Area

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P.S.C. KY. NO. 1

SHEET NO. 22

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

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K. Materials which exert or cause:

(1.) Unusual concentrations of inert suspended solids (such as but not limited to fuller's earth, lime slurries and lime residues) or of dissolved solids (such as but not limited to sodium chloride and sodium sulfate).

(2.) Excessive discoloration (such as but not limited to dye wastes and vegetable tanning solutions).

(3.) Unusual BOD, chemical oxygen demand or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment plant.

(4.) Unusual volume of flow or concentration of wastes constituting slugs.

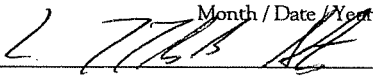
L. Waters or wastes containing substances which are not amenable to treatment or reduction by the waste water treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plan effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

M. Any water or waste having a pH lower than five and five-tenths (5.5) or higher than eleven and five-tenths (11.5) or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewerage works.

N. Any water or waste containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any waste water treatment process, constitute a hazard to humans or animals or create hazards in the receiving waters of the sewage treatment plant.

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SHEET NO. 23

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____
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RULES AND REGULATIONS

- O. Any waste or wastewater classified as a hazardous waste by the Resource Conservation and Recovery Act (RCRA) without, at least, a sixty-day prior notification and approval of such discharge to the District. This notification must include the name of the waste, EPA hazardous waste number, type of discharge, volume/mass of discharge, and time of occurrence. The District may deny or condition this discharge at any time.

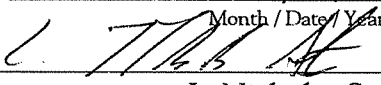
- P. Any noxious or malodorous gas or substance capable of creating a public nuisance.

24. Avoidance Of Requirements Prohibited

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge as partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the federal categorical pretreatment standards, or for any other pollutant-specific limitation developed by the city or the Commonwealth.

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P.S.C. KY. NO. 1

SHEET NO. 24

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

25. Grease And Oil Interceptors When Required

- A. Grease and oil interceptors shall be provided as required in section (4) below, except that such interceptors shall not be required for single family or multifamily dwelling units unless problems occur at particular locations more than twice in a twelve-month period.
- B. Grease and oil interceptors to be installed shall be constructed in conformance with the most recent Jessamine-South Elkhorn Water District Rules and Standards, the State Plumbing Code and the applicable Jessamine South Elkhorn Water District Standard Drawing. The required interceptor shall be designed according to the most stringent of the above current standards and sized according to the requirements of the Jessamine-South Elkhorn Water District (hereinafter "District"), and approval of the interceptor shall be determined by the District's consulting engineer upon review of the proposed facility. The interceptor shall be located so as to be readily and easily accessible for cleaning and inspection.
- C. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperatures. They shall be of substantial construction, watertight and equipped with easily removable covers. Each user shall provide protection against accidental discharge of grease and oil. Features which prevent accidental discharge of these materials shall be provided and maintained at the user's expense. Facilities and operating procedures to provide these protections shall be submitted to the District for review and approval prior to construction of the facility. Review and approval of such plans and operating procedures shall not relieve the facility of the responsibility to modify its interceptor as necessary to meet the requirements of this section.

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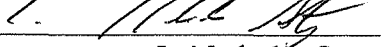
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RULES AND REGULATIONS

- D. Grease and oil interceptors shall be required at all facilities which provide food service and/or preparation activities, including, but not limited to, full service restaurants, fast food establishments, delis, cafeterias (including church and school facilities where commercial equipment is installed and the square footage and/or frequency of use indicates more than occasional use), meat distributors, food processing facilities, grocery stores with food preparation/service areas, bakeries, caterers, and/or other similar types of operations.
- E. Grease and oil interceptors shall be cleaned on a regular basis which will ensure proper and efficient operation which shall occur not less than one (1) time within a six-month period. Approved internal or under-counter interceptors shall be cleaned at least once per week. Cleaning shall consist of removal of the entire contents of the device, including grease cap and sludge pocket, and inspection of the empty device for defects and/or obstructions which would prevent proper function.
- F. Written records shall be maintained by the facility indicating maintenance and cleaning of the grease or oil interceptor. The record shall, at a minimum, reflect: dates of maintenance; person performing the maintenance; estimated volume of grease removed; receipts or manifests from haulers; disposal locations; facility manager's verification. The records shall be retained for a period of three (3) years and shall be available at the facility along with a copy of the grease interceptor permit for inspection by the District's representative.
- G. Any loss, cost or expense, including but not limited to attorney's fees and court costs, incurred by the District as a result of a violation of these Rules and Regulations by the facility shall be reimbursed by said facility to the District and the facility shall also repair and restore to its pre-existing conditions any damage, obstruction or impairment caused by it to any sanitary sewer, storm sewer or natural outlet.

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SHEET NO. 26

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

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RULES AND REGULATIONS

26. Admission Of Objectionable Water Or Waste To Public Sewers

A. The admission into the public sewers of any water or waste having:

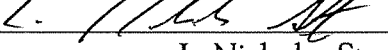
- (1.) A five-day BOD greater than two hundred fifty (250) parts per million by weight; or
- (2.) Containing more than two hundred fifty (250) parts per million by weight of suspended solids; or
- (3.) Containing any quantity of substances having the characteristics described in sections 22 or 23; or
- (4.) Flows defined as "significant industrial user," shall be subject to the review and approval of the District.

B. Where necessary, in the opinion of the District, the owner shall provide, at his expense, such preliminary treatment as may be necessary to:

- (1.) Reduce the BOD and/or suspended solids to two hundred fifty (250) parts per million by weight; or
- (2.) Reduce the objectionable characteristics or constituents to within the maximum limits provided for in section 23; or
- (3.) Control the quantities and rates of discharge of such water or waste

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JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

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- C. Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the District and of the county health department; and no construction of such facilities shall be commenced until such approvals are obtained in writing.

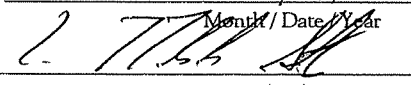
- D. Where preliminary treatment facilities are provided for any water or waste, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.

- E. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in section 34 of this article, and which in the judgment of the District, may have a deleterious effect on the sewerage system, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the District shall require the discharger to obtain a waste water discharge permit. The District, upon review of the permit application, may grant the permit, reject the permit or grant with the following conditions:
 - (1.) Require pretreatment to an acceptable condition for discharge to the public sewers;
 - (2.) Require control over the quantities and rates of discharge; and/or
 - (3.) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer service charges.

If the District permits the pre-treatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the District, and subject to the requirements of all applicable codes, ordinances and laws.

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SHEET NO. 28

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

F. When required by the District, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole and monitoring equipment in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be in accordance with plans approved by the District. The manhole and monitoring equipment shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

Sampling and measurement of the waste will be done in accordance with instructions and at a frequency specified in the users permit. Monitoring frequencies will be based on the volume and strength of waste and have been approved by the District, state and EPA.

G. All measurements, tests and analyses of the characteristics of water and waste to which reference is made in sections 22 through 25 shall be determined and performed in accordance with procedures established by the EPA pursuant to section 304(g) of the Act and contained in 40 CFR 136, as amended, and 40 CFR 261, and shall be determined at the control manhole provided for in subsection (f) of this section or upon suitable samples taken at such control manhole. In the event no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected.

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P.S.C. KY. NO. 1
SHEET NO. 29

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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SHEET NO. _____

RULES AND REGULATIONS

27. Permit Required; Special Agreements Authorized

A. General permit requirements are as follows:

- (1.) No person shall discharge or cause to be discharged any water or waste as described in section 35a, directly or indirectly, to sewerage facilities owned by the District without first applying for a permit for industrial waste water discharge and receiving final action on such application; nor shall any person discharge or cause to be discharged into the sewerage system any pollutant except in compliance with federal standards promulgated pursuant to prevailing federal law, and any more stringent state and local standards
- (2.) A permit for industrial waste water discharge may require restriction of peak flow discharges, discharge of certain waste waters only to specified sewers of the District, relocation of point of discharge, prohibition of discharge of certain waste water components, restriction of total mass (pounds) discharged of constituents described in section 32, restriction of discharge to certain hours of the day, payment of additional charges to defray increased costs of the District created by the waste water discharge, and such other conditions as may be required to effectuate the purpose of this chapter.
- (3.) Each holder of a permit for industrial waste water discharge shall conform to any federal pretreatment standards and/or other applicable requirements promulgated by the U.S. Environmental Protection Agency in accordance with applicable federal law, including but not restricted to those requirements specified in 40 CFR 403.12 or more stringent state or local standards.
- (4.) No permit for industrial waste water discharge is transferable without the prior written consent of the District.
- (5.) No person shall discharge industrial waste waters in excess of the quantity or quality limitations set by the permit for industrial waste water discharge. Any person desiring to

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P.S.C. KY. NO. 1
SHEET NO. 30

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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SHEET NO. _____

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discharge wastewaters or use facilities which are not in conformance with the permit should apply to the District for an amended permit.

(6.) Each significant industrial user shall provide protection from accidental and/or slug discharges of prohibited materials or other substances regulated by this article. Facilities to prevent accidental and slug discharges of prohibited materials shall be provided and maintained at the owner's or user's cost and expense. Once every two (2) years, the District, will determine whether each significant industrial user needs to develop a plan to control slug discharges. If the District, decides that a slug control plan is needed, the plan shall contain the following:

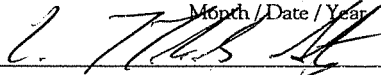
- (a) Description of discharge practices;
- (b) Description of stored chemicals;
- (c) Procedures for notifying the POTW;
- (d) Prevention procedures for spills.

Where spill prevention or contingency plans are already in existence, the District shall accept the existing plan but shall retain authority to impose additional or differing requirements where reasonably necessary to assure compliance with the intent of this chapter.

(7.) In the case of all possible or accidental and/or slug discharges, it is the responsibility of the user to immediately telephone and notify the POTW of the incident. The notification shall include the location of discharge, type of waste, concentration and volume, and corrective actions taken.

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SHEET NO. 31

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. _____

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(8.) Within five (5) days following an accidental and/or slug discharge, the user shall submit to the District, a detailed written report describing the causes of discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills or any other damage to person or property; nor shall such notification relieve the user of other notification responsibilities, any fines, civil penalties or other liability which may be enforced by this chapter, the enforcement response plan or other applicable laws or regulations.

(9.) It is the responsibility of each industrial user to ensure that all employees who may cause or suffer such a dangerous discharge to occur be advised of the emergency notification procedure and that emergency numbers are posted for easy reference.

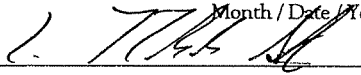
B. Applicants for a permit for industrial waste water discharge shall complete an application form available at the District. The permit shall remain in effect for three (3) years unless revised prior to that date. A revised permit application must be submitted upon any major changes in process control or pretreatment procedures that affect the constituents of the waste stream.

Upon receipt of the permit fee prescribed in subsection (f) below and of all required information, the application shall be processed and, upon approval, be signed by the District and one (1) copy returned to the applicant. When properly signed, the application form shall constitute a valid permit for industrial waste water discharge.

The application shall be approved if the applicant has complied with all applicable requirements of this chapter and furnished to the District all requested information and if the District determines that there is adequate capacity in the sewerage facilities to convey, treat and dispose of the waste waters.

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FOR District's Service Area

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SHEET NO. 32

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

C. The District may change the restrictions or conditions of a permit for industrial waste water discharge from time to time as circumstances may require. The District shall allow an industrial discharger a reasonable period of time to comply with any changes in the permit required by the District.

D. New sources shall install and have in operating condition and shall "start-up" all pollution control equipment required to meet applicable pretreatment standards before beginning to discharge. Within the shortest feasible time (not to exceed ninety (90) days), new sources must meet all applicable pretreatment standards.

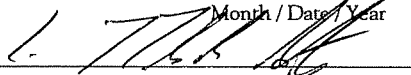
E. The District may suspend a permit for industrial waste water discharge when such suspension is necessary in order to stop a discharge which presents an imminent hazard to the public health, safety or welfare, to the local environment or to the District's sewerage system.

Any discharger notified of a suspension of his permit shall immediately cease and desist the discharge from all points to the sewerage system not in compliance with sections 31, 32, and 35(a). In the event of a failure of the discharger to comply voluntarily with the suspension order, the District shall take such steps as are reasonably necessary to ensure compliance, including disconnection of or blocking of the discharger's sewer.

Any suspended discharger may file with the District Chairman a request for a hearing by the commissioners of the District. The hearing shall be within fourteen (14) days of the receipt by the District Chairman of such request. The commissioners shall either confirm or reverse the suspension. Reasonable notice of the hearing shall be given to the suspended discharger. At this hearing the suspended discharger shall appear personally.

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P.S.C. KY. NO. 1

SHEET NO. 33

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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SHEET NO. _____

RULES AND REGULATIONS

F. The District Chairman upon approval from the commissioners of public works, may revoke a permit for industrial waste water discharge on a finding that the discharger has violated any provision of sections 31, 32 and 35(a) or any of the following:

- (1.) Failure to factually report the waste water constituents and characteristics of his discharge;
- (2.) Failure of the user to report significant changes in operations or waste water constituents and characteristics;
- (3.) Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring by a representative of the District.

No revocation shall be ordered until a hearing on the question has been held with the commissioners of the District. At this hearing, the discharger shall appear personally and present evidence in his own behalf. Notice of the hearing shall be given to the discharger at least fifteen (15) days prior to the date of the hearing.

Any discharger whose permit has been revoked shall immediately stop discharge of any liquid-carried wastes covered by the permit to any public sewer that is tributary to the sewerage system of the District. The District may disconnect or permanently block from such public sewer the industrial connection sewer of any discharger whose permit has been revoked if such action is necessary to ensure compliance with the order of revocation.

Before any further discharge of industrial waste water may be made by a discharger, he must apply for a new permit for industrial waste water discharger and pay all charges that would be required upon initial application, together with all delinquent fees, charges and penalties, and such other sums as the discharger may owe to the District. Costs incurred by the District in revoking the permit and disconnecting the industrial connection sewer shall be paid for by the discharger before issuance of a new permit for industrial waste water discharge.

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SHEET NO. 34

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SHEET NO. _____

RULES AND REGULATIONS

G. If any ruling made by the District is unsatisfactory to the discharger, the discharger may, within ten (10) days after notification of the District's decision, file a written appeal to the District Chairman. A written appeal shall be heard by the commissioners of the District within thirty (30) days from the date of filing. The District Chairman shall make a final ruling on the appeal within fifteen (15) days of the close of the hearing.

H. Further, to effectuate the purpose of this section, all holders of permits for industrial waste water discharge shall, at least annually, semiannually (during the months of June and December), furnish the District a written report on a form furnished by District on the quantity and quality of the discharge as demonstrated by parameters specified by the District. Such specifications of parameters, however, does not relieve the discharger from reporting any and all other data that may be necessary to ensure compliance with any other section of this article.

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1

SHEET NO. 35

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

28. Enforcement

A. In addition to all other enforcement powers set forth in this chapter, the District, may take enforcement steps as set forth in this section against users in noncompliance with this chapter. All violations of the requirements of sections 22 through 27 shall be reviewed by the District. The District shall notify the industrial user when a violation occurs. The director shall receive an explanation for all violations and, as appropriate, a plan from the industrial user to correct the violation within a specified time period. If the violation persists or the explanation and/or plan are not adequate, the director's response shall be more formal; and commitments or schedules, as appropriate, for compliance will be established in an enforceable document. The enforcement response selected will be escalated if compliance is not achieved expeditiously after initial action. A significant violation will require a formal enforcement action. A range of enforcement responses are established in the District's pretreatment program enforcement response plan.

B. Enforcement response steps shall include:

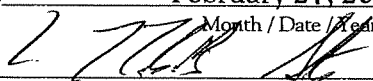
(1.) Informal notice: These actions include statements made to the industrial user during sampling and/or inspection visits, telephone calls to the industrial user, informal meetings, warnings or reminder letters. Informal notices shall be used for minor violations, and the communication shall indicate to the user that the action constitutes an informal notice.

(2.) Formal notice: These actions shall include:

(a) Notice of violation: Any person found to be violating any provision of sections 22 through 27, any provision of a wastewater discharge permit, or any order issued under this section, shall be served by the District, with a written notice stating the nature of the violation.

DATE OF ISSUE January 28, 2008
Month / Date / Year

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Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1

SHEET NO. 36

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

(b) Administrative orders: Any person who, after receiving a notice of violation, shall continue to discharge in violation of sections 22 through 27, or other pretreatment standards or requirements or is determined to be a chronic or persistent violator shall be ordered to appear before the District. At said appearance a compliance schedule will be given to the violating user. Administrative orders may take the following forms:

(i) Consent order: The District may enter into consent orders, assurances of voluntary compliance or other similar documents establishing an agreement with the industrial user responsible for the noncompliance. Such order will include specific action to be taken by the industrial user to correct the noncompliance within a time period also specified in the order. Consent orders shall have the same force and effect as all other administrative orders.

(ii) Compliance order: When the District, finds that an industrial user has violated any provision of sections 22 through 27, or any other permit condition or order issued under this section, an order may be issued to the industrial user responsible for the noncompliance. Such order will direct specific action to be taken by the industrial user to correct the noncompliance and establish a time period for such correction. Orders may also contain such other requirements reasonably necessary and appropriate to address the noncompliance, including installation of pretreatment technology, additional self-monitoring and management practices.

(iii) Cease and desist order: When the District, finds that an industrial user has violated or continues to violate sections 22 through 27 or any permit or order issued hereunder, the director may issue an order to cease and desist all such violations to the user and direct those persons in noncompliance to comply forthwith and/or take appropriate

DATE OF ISSUE January 28, 2008
Month / Date / Year

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ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1

SHEET NO. 37

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

SHEET NO. _____

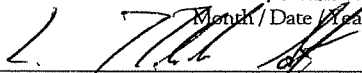
RULES AND REGULATIONS

remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge.

- (iv) Show-cause hearing. The District or District, may issue to any user who causes or contributes to a violation of sections 22 through 27 or any discharge permit or order issued hereunder, an order to appear and show cause why a more severe enforcement action should not be taken. A notice shall be served on the user specifying the time and place of the hearing to be held by the District regarding the violation, the reasons why the action is to be taken, the proposed enforcement action and directing the user to show cause before the District why more severe enforcement action should not be taken. Notice of the hearing shall be given to the discharger at least ten (10) days prior to the date of the hearing.

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1

SHEET NO. 38

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

29. Protection Of Sewerage Works From Damage

- A. No person shall break, damage, destroy, uncover, deface, tamper with, or otherwise alter any structure, appurtenance, equipment, or other property which is a part of the District's sewer works. Any person violating this provision shall be subject to immediate arrest and/or discontinuation of sewer service and shall pay all costs of repairing or replacing the property including but not limited to all overhead expenses.
- B. Any person, firm or organization working around or near the District's sewer mains, appurtenances, or other property may request the District to indicate the location of same. However, location by District of same does not relieve such person of complete responsibility and liability for any and all damages, liability and loss to the District's property resulting from any act of such person or his assigns and/or agent.
- C. Any damage or injury to persons or property caused by or resulting from the acts of the customer or any other individual in relation to the District's property shall be paid by the customer or other individual including but not limited to all loss, costs and expenses, including attorneys fees and court costs. Said customer or other individual shall indemnify the District from all loss, cost, and expense, including but not limited to attorneys fees and court costs, resulting from or caused by the aforementioned acts.
- D. No unauthorized person shall maliciously, willfully or negligently break, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the District sewerage works.
- E. Any person violating this section shall be subject to any and all punishment as allowed under the law.

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 39

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

30. Regulations For Dumping Of Sewage And Refuse In The District's System

- A. Every person engaged in the business of disposing of sewage, sewage waste or similar refuse when disposal of same is made from within the limits of the urban county shall dispose of the same under the following terms and conditions:
- (1.) Any conveyance used for the hauling of sewage, sewage waste or similar refuse shall be equipped with waterproof tanks with tight-fitting covers so as to be free from leakage in the course of transportation.
 - (2.) All such sewage, sewage waste and similar refuse shall be disposed of POWT equipped to receive same.
 - (3.) All tanks, after having been emptied as herein provided, shall be thoroughly cleaned before leaving the disposal area.
- B. The emptying of sewage, sewage waste or similar refuse into any sanitary sewer or storm sewer which leads into or is a part of the District's sanitary sewer system or storm sewer is specifically prohibited; and nothing contained in this section shall be construed to approve in any manner of disposal of sewage, sewage waste or similar refuse except as provided in this section.
- C. The District recognizes no obligation to receive and treat at its sewage facility any sewage, septage, sewage waste or similar refuse hauled there in vehicles or conveyances and tendered for such purpose.
- D. All materials listed under section 23 (materials forbidden to be discharged into public sewer) are likewise forbidden to be discharged under this section.

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
Month / Date / Year

ISSUED BY L. Nicholas Strong
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 40

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

31. Inspection By District

- A. The employees or representatives of the District shall be permitted to enter all properties for the purpose of inspection of facilities, inspecting and/or copying records, observation, measurement, sampling and testing in accordance with the rules of the District.
- B. While performing the necessary work on private properties referred to in subsection (a) above, the District or duly authorized employees of the District shall observe all safety rules applicable to the premises, established by the company and made known to District personnel prior to the entrance to said properties.
- C. The District and other duly authorized employees of the District bearing proper credentials and identification shall be permitted to enter all private properties through which the District holds a duly negotiated easement or service contract for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within said easement or grease trap located within the building.
- D. Information and data provided by an industrial user to the District or its designated representative, identifying the nature and frequency of a discharge, shall be made accessible to the public. All other information which may be so submitted or which may be furnished by an industrial user to the District or its designated representatives in connection with required reports or by request shall also be available to the public unless the industrial user is able to demonstrate to the satisfaction of the District that disclosure of such information or a particular part thereof to the general public would divulge methods or processes entitled to protection as trade secrets. Any request for confidential treatment of information and for access to such information shall be governed by procedures specified in 40 CFR part 2 and KRS 61.870 et seq.

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
Month / Date / Year

ISSUED BY L. Nicholas Strong
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 2

SHEET NO. 41

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

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

(Name of Utility)

SHEET NO. 41

RULES AND REGULATIONS

32. New Construction To Conform To District, County And State Regulations

Prior to construction of any sanitary sewer facility in the District's Service Area, without regard to whether it is to be publicly or privately owned, operated and maintained, all plans and specifications shall be submitted to the District for approval and shall be in conformance with these Rules, the Facilities Plan (current edition-latest revision) and the Rules Manual. Subsequent to District's approval, all plans and specifications shall also be approved by the Kentucky Division of Water pursuant to KRS Chapter 224.

[T]

If additional easement(s) are required, the District shall acquire any and all necessary easements on private land at the applicant's sole expense. Any easements acquired by the applicant shall be tendered for review and approval by the District's counsel as to adequacy. The path of the easement shall be subject to the approval of the District

33. Required Certification, Inspections, Tests

Prior to placing the sanitary sewer system into operation, all testing, inspections and certifications required by the District, Kentucky Division of Water and other public agencies shall be completed and approved.

34. Occupancy Of Structures

A. No person shall occupy any structure or shall cause or allow the occupancy of any structure before the sewer system to which said structure is connected has met all requirements of these and other applicable rules and regulations.

DATE OF ISSUE September 4, 2013
Month / Date / Year

DATE EFFECTIVE October, 2013
Month / Date / Year

ISSUED BY L. Nicholas Strong

TITLE Chairman

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

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/20/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 2

SHEET NO. 41A

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. 41

RULES AND REGULATIONS

- B. No building permit or occupancy permit, other than a nonoccupancy building permit, shall be issued by any officer or agent of a government until the sewer system serving the structure for which the permit is requested has met all requirements herein.

DATE OF ISSUE September 4, 2013
Month / Date / Year

DATE EFFECTIVE October, 2013
Month / Date / Year

ISSUED BY *L. Nicholas Strong*
L. Nicholas Strong

TITLE Chairman

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

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/20/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1

SHEET NO. 42

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

SHEET NO. _____

RULES AND REGULATIONS

35. Maintenance

The utility may at any time deemed necessary suspend sewage 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.

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 thereof installed by the consumer.

36. Sewer Lines

A sewer service pipe shall not be laid in the same trench with a water pipe. A governmental agency require an inspection of the customer's plumbing, the customer shall not connect the customer's service pipe until it has received notice from the inspection agency and the District certifying that the customer's plumbing is satisfactory. When necessary to move or relocate facilities, the cost will be paid by the party or parties requesting such relocation.

37. City Or County Resolution Or Ordinance Requiring Connection To Sewer

Any City or County Resolution or Ordinance pertaining to the requirement that all homes, businesses and other establishments with the territory limits of the City or County who have sewer service available as defined in the City or County Resolution or Ordinance shall become water and sewer customers of the District and connect to the sewer system. Such customer shall be liable to the District for the District connection fee and monthly bill as set forth in the District's tariff as approved by the Public Service Commission.

DATE OF ISSUE January 28, 2008
Month / Date / Year

DATE EFFECTIVE February 27, 2008
Month / Date / Year

ISSUED BY L. Nicholas Strong
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By [Signature]
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 2
SHEET NO. 43
CANCELLING P.S.C. KY. NO. 1
SHEET NO. 43

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

RULES AND REGULATIONS

38. Maintenance Of Customer's Sewer Service Line

All costs and expenses incident to the maintenance of the customer's sanitary sewer service line, including without limitation the removal of any obstructions, shall be borne entirely by the property owner.

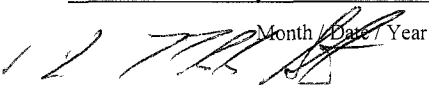
39. Sewer Billing Based On Gallons Of Water Used Through Water Meter


All sewage discharged into the District's sanitary sewer collection system shall be billed at the sewer rates approved by the Public Service Commission and such rates shall be based on the gallons of water provided to the customer through the water meter. No free sanitary sewer service shall be allowed or permitted.

[T]

It is hereby determined that the most accurate and feasible method of ascertaining and measuring the use of the facilities and services of the sanitary sewer system, and of billing for such use, is by basing sanitary sewer service charges upon the quantity of water supplied to the premises of the respective customer, as shown by meter readings of the party supplying water service; and the District's rates and charges for such use and service shall be established on such basis. It being acknowledged that not all water metered to a customer may be discharged to the sanitary sewer system, the District does hereby establish a means and method whereby such customers may request and the District may grant an adjustment to the customer's sanitary sewer bill.

"Consumptive" use of water shall be defined as the customer's use of metered water in a manner, such that the metered water does not enter the sanitary sewer system. Consumptive use usually occurs in one of the following categories: (1) EXEMPTED USE, REOCCURRING, (2) OCCASIONAL USE, NONRECURRING, (3) CONSTRUCTION USE, AND (4) OTHER USES. Following is a brief description and definition of the consumptive uses recognized by the District, as well as the method the customer must follow in order to request and receive a sanitary sewer bill adjustment.

DATE OF ISSUE November 19, 2008
Month / Date / Year
DATE EFFECTIVE December 19, 2008
Month / Date / Year
ISSUED BY 
L. Nicholas Strong
TITLE Chairman
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
12/19/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By Stephanie Dumbrowski
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 3
SHEET NO. 43A

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

CANCELLING P.S.C. KY. NO. 2
SHEET NO. 43A

RULES AND REGULATIONS

- (1) **EXEMPTED USE, REOCCURRING** – Consumptive uses that reoccur on a frequent or scheduled basis, such as installed lawn and landscape irrigation systems, cooling tower water, process water, exterior cleaning, water sales, livestock watering, etc. In order to receive an adjustment under this category, the customer must request and have installed by the District, a separate District water meter. (Note: All installed lawn and landscape irrigation systems must be separately metered.)

The customer shall follow the District's regular procedure for application, payment and installation of such District water meters. The District shall identify such installed meters as exempted from sanitary sewer bills and no sanitary sewer bill shall be forwarded to the customer for water use measured by that meter.

If the customer believes that extenuating circumstances exist which preclude the installation of a separate District meter for irrigation use they shall submit their request in writing for exemption and to install their personal meter, and meet with the Board of Commissioners pursuant to paragraph (4) herein, to justify their request. If granted in the District's sole and unfettered discretion, the customer shall have installed and bear the full cost of installing their personal meter within the confines of their property and, subject to the District's right to check the meter to verify its accuracy, shall provide to the District's office by the first of each month, a monthly meter reading of water used which the District shall use to adjust the sewer bill. It shall be the customer's sole responsibility to provide said readings to the District, and failure to do so, shall result in the sewer bill being based on the full use reading of the customer's District meter with no subsequent adjustment for past months.

- (2) **OCCASIONAL USE, NONRECURRING** – Consumptive uses that occur on an infrequent or random basis such as, pool filling, charity car wash, occasional lawn watering sod establishment, service line leak (Note: Does not include appliance leaks, landscape planting, remodeling and/or addition, etc.)

DATE OF ISSUE October 6, 2010
Month / Date / Year
DATE EFFECTIVE November 5, 2010
Month / Date / Year
ISSUED BY L. Nicholas Strong
L. Nicholas Strong
TITLE Chairman
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

11/5/2010

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

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 2
SHEET NO. 43B

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

CANCELLING P.S.C. KY. NO. 1
SHEET NO. 43

RULES AND REGULATIONS

- (3) **CONSTRUCTION USE** –Consumptive use of metered water which is provided to the site of an uninhabited residence, or commercial or industrial buildings not in use and under construction.

The customer applying to the District for water service to such properties shall at the time of application complete a request for exemption on the District's standard form. If the application is approved, the sewer charge exemption shall continue until occupation or use of the property. Occupation or use shall be determined by the issuance of a Certificate of Occupancy by the appropriate agency or by determination of the District's staff or consultant that the property is, in fact, being occupied or used. Upon such determination, the sewer charge exemption shall cease and a sewer bill issued based on all metered water.

- (4) **OTHER USES** – Acknowledging that not all uses and requests for sewer bill adjustment can be categorically identified herein, any customer who believes that they have a use for which a sewer adjustment is applicable shall submit to the District office a written request to the Board of Commissioners for a determination. This request shall outline in detail the basis of the customer's request and shall be accompanied by such data, either measured or calculated, that will substantiate and prove the customer's request. This request shall be scheduled for a hearing at the next regular meeting of the Board of Commissioners who shall then make a final decision regarding the request.

DATE OF ISSUE November 19, 2008
Month / Date / Year

DATE EFFECTIVE December 19, 2008
Month / Date / Year

ISSUED BY L. Nicholas Strong
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
12/19/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By Stephanie Dumb
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

Revised SHEET NO. 44

Jessamine-South Elkhorn Sewer District

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

Original SHEET NO. 44

RATES & CHARGES

40. Leak Adjustment

For those customers who experience a water leak and upon written request by the customer for an adjustment to their sewer service charge, the corrected charge shall be based on the water consumption for that customer for the like period in the preceding billing year. If the customer has not established a prior annual history, then the immediately preceding same number of months will be used to derive an average monthly use, which shall be used. Only 1 leak adjustment will be made for a specific service location during any given 5-year period. Leaks can be adjusted for no more than two billing periods at a time.

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41. Manhole Cover Removal

No person shall remove any manhole cover of the District's system which will all or permit entry of any storm water, ground water, roof run-off, subsurface drainage, cooling water, sediment, domestic waste or sewage, unpolluted industrial process water, or any other type or form of like matter, into the sanitary sewer.

42. Service Line Infiltration

The customer shall correct or repair their sewer service line to eliminate any unmetered water, including ground and storm water, from entering the District's sewer system, within ten (10) days after delivery of written notice by the District. Failure of customer to correct the problem shall be basis for discontinuance of service. If same is not corrected within thirty (30) days after subsequent delivered written notice by the District, then the District shall have the right to enter customer's property and correct same, the full cost of which shall be paid by the customer.

DATE OF ISSUE April 19, 2023
DATE EFFECTIVE May 19, 2023
ISSUED BY /s/ James F. Hall
TITLE Chairman
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director

EFFECTIVE
5/19/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 45

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

43. Lateral Connection

It is the District's policy that sewer main extensions of their system have a "y" lateral with a cleanout stubbed to the property of the prospective user. Connections by customer shall be made at this installed lateral point and the cleanout adjusted to grade and completed according to the District's requirements. The customer shall use only cast iron or PVC pipe for the installed service lateral. The style and type of connector used to connect the service line to the lateral stub is subject to approval by the District.

The customer shall not tap, cut, or in any manner install a service connection the District's main at any point or location other than a District installed lateral. Such a connection is explicitly prohibited.

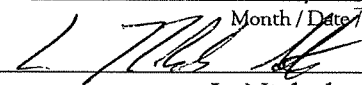
Should a customer install such a prohibited connection, the District shall remove same and replace main and require customer reroute their service line to the prior installed lateral. If the installed later is impractical or lost, then the customer shall request in writing with justification that a connection be permitted at a point other than an installed lateral. Upon determination by the District to allow same, the District shall then remove and replace illegal tap and/or install a mainline "y" lateral connection, the full cost of which including but not limited to construction, legal, engineering and administrative shall be paid by the customer.

44. Pretreatment

The District does not own or operate a POWT and serves only to collect and transport sewage to a POWT owned by others. Consequently, the District has not formulated nor adopted a Pretreatment Ordinance. Therefore, all customers are hereby notified and directed that they are under the Pretreatment Ordinance, as adopted herein with reference, of the government agency of the POWT to which their sewage is transported and shall obey and comply to same as if completely adopted and written, herein. Said customers are subject to the penalties and enforcement contained in said referenced document.

DATE OF ISSUE January 28, 2008
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DATE EFFECTIVE February 27, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 2

SHEET NO. 46

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

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

(Name of Utility)

SHEET NO. 46

RULES AND REGULATIONS

45. Extensions

[T]

For a potential customer to connect to the District's existing sewer system, the existing sewer main must be on or adjacent to the customer's property. Otherwise, the property is defined as an unserved area and a sewer main extension is required. If additional easement(s) are required, the District shall acquire any and all necessary easements on private land at the applicant's sole expense. Any easements acquired by the applicant shall be tendered for review and approval by the District's counsel as to adequacy. The path of the easement shall be subject to the approval of the District.

If the potential customer(s) is an individual or group of individuals, they shall meet with the District's Commissioners to request a line extension and service. If such request is determined to be feasible, then the individual(s) shall proceed with said extension at the District's standard method and procedure with the full cost of said extension, including but not limited to construction, inspection, design, legal, administrative, etc., to be borne by the individual(s). There shall be no refund or rebate by the District for this extension. Also, the prospective customer shall abide by the rates and tap fees as stated in Classification of

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ISSUED BY [Signature]
L. Nicholas Strong

TITLE Chairman

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

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/20/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 46A

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

CANCELLING P.S.C. KY. NO. N/A

(Name of Utility)

SHEET NO. N/A

RULES AND REGULATIONS

Service. All design plans and construction, whether furnished by the District or not, are subject to the District's review, inspection and approval.

If any land developer, subdivider, contractor or other public body desires and requests sewer service to an unserved area, they shall submit their request in writing to the District and meet with the Board of Commissioners to present their request. The Board of Commissioners upon receipt of same and meeting with the requestor shall decide based on feasibility and available capacity whether to grant or deny the request. If granted, the requestor shall proceed with the District under the District's means and method policy and in accordance with the District's standard agreements, to provide line extension(s) and service to the area. The requestor shall comply and be bound by the terms of the separate and applicable executed agreements between the District and the governmental body which owns and operates the POWT facility to which their sewage will be transported. The full cost of said extension including but not limited to construction, inspection, design, legal, administrative, etc., shall be fully borne by the requestor. There shall be no refund or rebate by the District for this extension. All future customers connecting to this extension shall abide by the rates and tap fee as stated in the Classification of Service. All design plans and construction whether furnished by the District or not are subject to the District's review, inspection and approval.

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ISSUED BY L. Nicholas Strong

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 10/20/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 47

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

46. Sump Pump Connections

The connection of a sump pump discharge from a sump pump located whether within or without a structure is strictly prohibited, either by direct connection to the District's main or to the customer's service lateral or interior plumbing.

District's representative shall have the right to enter the customer's premises and structure to investigate and determine that the customer's sump pump is not so connected.

Those having such prohibited connection shall promptly reroute and remove same within ten (10) days after delivery of written notification to remove same. Failure to do so is grounds for termination of service.

47. Refuse Service For Unpaid Account

Should a prior customer of the District, who owes the District an unpaid or unsettled account or member of their household, request a new service connection, same shall be denied until such time the outstanding account is settled, either in full or by a guaranteed agreement.

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L. Nicholas Strong

TITLE Chairman

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IN CASE NO. _____ DATED _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/27/2008
PURSUANT TO 807 KAR 5:011
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By 
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 48

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

48. Clean Outs – Sewer Service Line

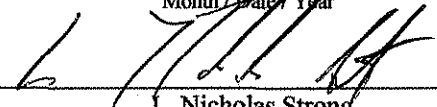
It is the District's policy that all sewer service lines shall be equipped with a cleanout(s) at the building and a separate inspection/cleanout at the point of connection of the customer's sewer service line and the District's installed sewer main lateral.

The sewer main lateral shall terminate at the easement/right-of-way or customer's property line and the inspection/clean out shall be installed or adjusted by developer's or customer's plumber, in such a manner that it is watertight and the top is located no more than six (6") inches below finished grade. Cleanouts located in earth shall be marked with #4 rebar (minimum 18" length) driven adjacent and flush with the top of clean out. Cleanouts located in paved areas shall be protected with a separate access cover and hand hole, which shall be structurally sound and watertight.

It shall be the customer's responsibility to install and maintain the cleanout at the building and lateral connection cleanout in an accessible and watertight manner. It shall be located in an area that is protected from surface damage. The house cleanout and lateral connection cleanout shall be accessible to the District representatives at reasonable means and time for the purposes of inspection, of installation, maintenance and operation.

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L. Nicholas Strong

TITLE Chairman

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IN CASE NO. _____ DATED _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By Stephanie Hunter
Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 2

SHEET NO. 49

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

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

SHEET NO. 49

RULES AND REGULATIONS

49. Extension Design Policy

It is the District's policy that all sewer main extensions be designed and located in such manner that downstream and upstream estates may connect to and perpetuate the continuity of the system. Adequate easements shall be provided by the extendor to allow for this continuity. Manholes and/or pump stations providing access to the adjacent estates shall be located at or near the property line/boundary of the extendor's development.

Sizing of mains and/or pump stations shall be in accord with the District's adopted plan(s) and/or master studies. In the absence of such, design parameters shall be provided by the District's engineer as approved by the District's Commissioners.

If the upstream estate is located in part or whole in a separate drainage basin, but in the opinion of the District it may be best served via a manhole and/or connection at the common boundary, the extendor shall design and construct said future connection point at the direction of the District.

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ISSUED BY L. Nicholas Strong

TITLE Chairman

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

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE 10/20/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 49A

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

CANCELLING P.S.C. KY. NO. N/A

(Name of Utility)

SHEET NO. N/A

RULES AND REGULATIONS

[T]

Furthermore, it is the District's stated policy that design of all construction and/or extensions be done in accordance with the central premise of how the proposed system will best serve the District's existing and future customers and yet unserved areas. Principles such as location of pump stations at the lowest point of drainage basins, regardless of project boundary; line sizing for full upstream development; line and manhole location at adjacent property line(s); and other principles and policies as may now or in the future be required by the District, whether published or not, shall apply.

[T]

The District reserves the unfettered right to dictate overall design principles and facility location of a proposed extension, whether or not supported by adopted rules, plans, policies and/or master studies.

If additional easement(s) are required, the District shall acquire any and all necessary easements on private land at the applicant's sole expense. Any easements acquired by the applicant shall be tendered for review and approval by the District's counsel as to adequacy. The path of the easement shall be subject to the approval of the District.

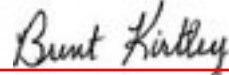
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ISSUED BY 
L. Nicholas Strong

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 10/20/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 50

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

ONSITE SEPTIC CLUSTER SEWAGE TREATMENT AND DISPOSAL SYSTEM

This section of Rules and Regulations governs the furnishing of sanitary sewer service by means of the Onsite Septic Cluster Sewage Treatment And Disposal System, hereinafter referred to as the "Cluster System" or "System". All other Rules and Regulations contained in this sewer service tariff shall also apply, where applicable, to this type of system.

50. Scope

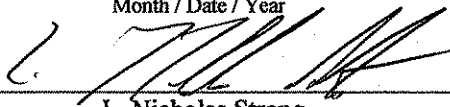
The Cluster System is a means of collection and treatment of generated sewage wherein the septage from an individual septic tank is pumped via a collection manifold pipe to a centralized collection point, where the septage receives secondary treatment before it is disposed of by subsurface absorption by use of small volume drip disposal.

The System must be designed by a professional engineer, licensed in the Commonwealth of Kentucky. The plans must be submitted to and approved by the Kentucky Department of Health. Operation and maintenance, hereinafter referred to as "O & M", of the System is regulated by the Kentucky Department of Health which requires that personnel be certified by the System's equipment manufacturer. O & M must be performed and carried out on a predetermined and scheduled basis.

Primary sewage treatment is provided by the individual septic tank (which is separate from the pump tank) which provides extended treatment, surge capacity, filtration and pressure pumping via manifold piping to the secondary treatment area. As a part of O & M for this type of System, the individual septic tank shall be checked annually and pumped as needed on a 3-5 year rotational basis.

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L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 51

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

51. Components of System


The Cluster System consists of four (4) components. These are; 1) Primary Treatment, 2) Collection and Conveyance, 3) Secondary Treatment, and 4) Subsurface Disposal.

The major scope of these components is:

1. Primary Treatment – Each individual customer upon payment of a connection fee shall have installed on their lot an individual septic tank and associated pump tank which shall be connected to the pressure manifold collection pipe. The District shall provide all material and labor to install and connect to the System from the customers building sewer at a point 5' outside the house foundation to the manifold pipe. Electrical and alarm connections shall be run to a dedicated circuit provided inside the structure by the customer.
2. Collection and Conveyance – The developer of the residential development shall have constructed and conveyed to the District the collection, secondary treatment and subsurface disposal components of this System under a written agreement with the District. The collection and conveyance system is a pressure rated manifold pipe connecting all lots of the development with the secondary treatment facility. The septage is pumped, under pressure, from the pump tank and is conveyed to the holding tanks at the secondary treatment area,


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TITLE Chairman

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**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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By Stephanie Rumber
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 52

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

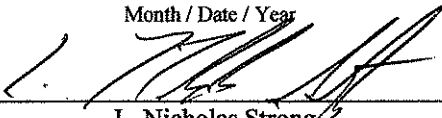
RULES AND REGULATIONS

3. Secondary Treatment – The transported septage contains minimal amount of solids, and secondary treatment is provided by aerobic bacteria on a high surface media contained in modular containment cells. This treatment is conducted on a pre-designed contact period and the liquid, after receiving treatment, is conveyed to holding tanks for the purpose of subsurface disposal.

4. Subsurface Disposal – The septage liquid which has received secondary treatment is filtered and conveyed by low pressure pumping to a subsurface disposal area which only omits 20% of the liquid, with the remaining 80% of the liquid recirculating to the holding tank for refiltering and recirculating again to the subsurface disposal area.

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L. Nicholas Strong

TITLE Chairman

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IN CASE NO. _____ DATED _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 53

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

CANCELLING P.S.C. KY. NO. 2

SHEET NO. 53

RULES AND REGULATIONS

52. Installation of Cluster System

Due to economies of scale relative to installation and O & M, this System shall only be applied to stand-alone residential developments consisting of 25 or more lots. However, a lot development with a smaller number of lots may be attached to existing Systems, when expansion of the existing System's treatment and disposal can be expanded and approved.

Persons or firms wishing to provide this method of sewage disposal shall meet with the District to present their request and provide adequate information such that the District may evaluate the feasibility of the proposed addition to the System.

Upon determination by the District that the request is feasible, the applicant's request will be reduced to a written agreement providing for the applicant to construct the System, the design of which has been approved by the District and the appropriate governmental agencies. The applicant shall then construct the approved System design subject to the inspection of the District. Upon acceptance of the construction by the District, the applicant shall then convey the system to the District.

[T] If additional easement(s) are required, the District shall acquire any and all necessary easements on private land at the applicant's sole expense. Any easements acquired by the applicant shall be tendered for review and approval by the District's counsel as to adequacy. The path of the easement shall be subject to the approval of the District.

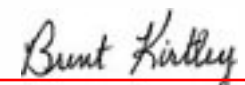
DATE OF ISSUE September 4, 2013
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ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 10/20/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area

Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 53A

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT

(Name of Utility)

CANCELLING P.S.C. KY. NO. 2

SHEET NO. 53

RULES AND REGULATIONS

53. Septic Tank Maintenance

The District shall inspect the septic tank annually and provide for necessary pumping on a rotational 3-5 year cycle, or sooner if needed. The cost of required pumping shall be billed to the customer.

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L. Nicholas Strong

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 10/20/2013 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 54

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

54. Prohibited Practices and Products

At the time of request for service, the customer shall be provided a list of prohibited practices and products that are harmful, if not fatal, to the System. Any customer violating these rules shall be subject to discontinuance of service, and shall pay any and all costs to reestablish the integrity and service of the entire System to which damage and disruption has occurred.

55. Access to Property

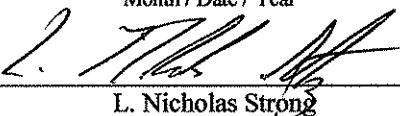
The District or its representative shall at all reasonable hours have access to the tanks, pumps, electrical connections, and other property owned by it and located on customer's premises for purposed of installation, maintenance, meter reading, operation, replacement or removal of its property at the time service is terminated. Any employee or representative whose duties require him/her to enter the customer's premises will wear a distinguishing uniform or other insignia identifying him/her as an employee or representative of the District, or show a badge or other identification which will identify him/her as an employee or representative.

All customers shall grant, convey, or cause to be granted or conveyed to the District a perpetual easement across any property owned or controlled by the customer to enable the District to provide necessary service to the System.

The District may, during reasonable hours and upon adequate notice, have access to the interior of the customer's premises to verify that no illegal connections are made to the District's System.

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L. Nicholas Strong

TITLE Chairman

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**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
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By 
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 55

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

56. Legal Disclaimers

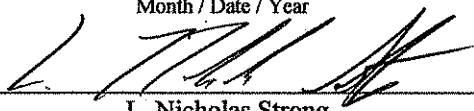
The District shall in no event be held liable for any claims made against it for reasons of System failure or interruption of service. No persons shall be entitled to any portion of a payment refunded for any system failure or interruption of service which in the opinion of the utility is deemed necessary.

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 System. Any person violating this provision will be subject to criminal prosecution and/or discontinuance of sewer service and shall indemnify and pay the District for all loss, cost and expense, including attorney's fees and court costs, incurred by the District as a result of such conduct.

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 such negligence or wrongful action of a customer, a member of his/her household, a guest or his/her agent or employee, the cost of any necessary repairs or replacements made by the District shall be paid by the customer and the customer shall indemnify and pay the District for all loss, cost and expense, including attorney's fees and court costs, otherwise resulting therefrom.

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L. Nicholas Strong

TITLE Chairman

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**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
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Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 56

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

57. Substances Not to Be Discharged Into Sewers

No substances shall be placed into the System, which will create a combustible, gaseous, explosive or inflammable condition, nor shall any substance or objects be placed or discharged into the System which will not dissolve and which will cause an obstruction and clogging within the System. No stormwater or surface water drain may be connected to the System nor shall the customer otherwise introduce any storm or surface water into the System.

If the customer places objects or materials into the System which causes the customer's filter to clog, pump failure or septic tank kill, the customer will be responsible for any repairs needed to bring their System back into compliance.

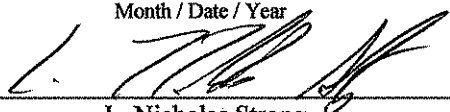
No air conditioning condensate or humidifier drain lines shall be connected to the System nor any regenerative mechanism that creates or uses water for automatic purging or cooling (i.e. water softeners, reverse osmosis dehumidifiers, etc.).

58. Notice of Trouble

The customer shall give immediate notice to the District of any irregularities or unsatisfactory service and of any known defects in the system. It is the responsibility of the customer to contact the District in case of System alarm function and/or pump failure.

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L. Nicholas Strong

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**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 57

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

59. System Blockage

The customer shall be responsible for all blockages in the System from the house to the septic tank connection. Should blockage occur, the customer shall repair, and the cost of said repairs shall be paid by the customer. The District shall be responsible for blockages in the collection, treatment and disposal components of the System, unless they are caused by neglect and/or violation by customer(s), and if so, they shall bear the cost of correction.

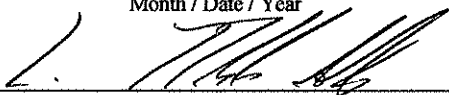
60. District's Responsibility

The District shall install at the applicant's expense, the septic tank, pump tank, electrical connection and the connection from the house to the collection line. The District shall require a dedicated circuit by which to control the electrical pump. Such circuit shall be accessible to the District from an exterior location, garage or other location. The circuit access shall be through a disconnect device that allows the District or its representative to disable the electric circuit to the pump. Access to the disconnect device shall not be encumbered or restricted in any manner. The alarm shall be on a circuit separate from the pump and shall be installed at a location that is accessible to the District and shall be installed when the septic tanks are installed.

The District will maintain the entire System, including individual residential System components, as it deems necessary. The individual residence maintenance will include, but is not limited to, testing alarms systems, opening, inspecting and servicing each tank and the components contained therein.

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area
Community, Town or City
P.S.C. KY. NO. 1
SHEET NO. 58

JESSAMINE-SOUTH ELKHORN SEWER DISTRICT
(Name of Utility)

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

RULES AND REGULATIONS

The customer understands that minimal impact will be incurred in the process of maintaining each System. This impact will include, but is not limited to, odoriferous conditions, moderate noise pollution, and possible lawn and landscape disturbance.

The District or its service representatives will use care to minimize any unfavorable conditions while servicing.

61. Customer's Responsibility

The customer shall be solely responsible for costs incurred for the replacement of any electrical mechanism, filtering device or housing component that requires replacement.

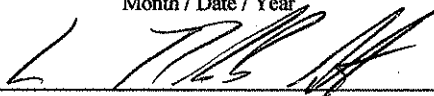
The customer shall be solely responsible for the costs incurred to replace any component that is damaged due to abuse or misuse for which the component was not designed.

62. Contribution of Completed Systems

The District may, at its option, accept contributions in aid of construction including, but not limited to, developer financed installations and/or extensions of the District's System. If the District determines the proposed contribution is not feasible or in the best interest of District's existing customers, the District may refuse contribution. The acceptance by the District of any System in whole or part in aid of construction entitles no person to a refund and none shall be made.

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

Application for Sanitary Sewer Bill Adjustment

Applicant Name: _____ Contact Person: _____
Address _____ Phone: Cell _____
_____ Business _____
_____ Residence _____
Account Number _____

EXEMPTED USE REOCCURRING

Meter Address _____ Meter S/N _____
Explanation of exemption request: _____

OCCASIONAL USE, NONRECURRING

Meter Address _____ Meter S/N _____
Applicant Account Number _____
Explanation of exemption request: _____

Period for which exemption requested: _____ to _____

Volume request Gallons Volume approved Gallons
(attach proof and method of calculation)

CONSTRUCTION USE

Meter Address _____ Meter S/N _____
Owner's Name _____ Contact Person _____
Address _____ Phone Number _____
Contractor Name _____ Contact Person _____
Address _____ Phone Number _____
Type Structure _____
Anticipated Date of Occupancy _____

(Over)

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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12/19/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**
By Stephanie Dumb
Executive Director

Application for Sanitary Sewer Bill Adjustment (cont)

OTHER USES

Meter Address _____ Meter S/N _____

Explanation of exemption request: _____

Manner of measurement of exemption _____

Exemption occurrence: _____ Permanent _____ Monthly _____ Random _____ Occasional

I hereby acknowledge that the above information is true and correct.

Authorized Representative *Date*

Approved By:

Jessamine-South Elkhorn Water District *Date*

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
12/19/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By *Stephanie Dumb*
Executive Director

SANITARY SEWER USER AGREEMENT

This agreement is made this ____ day of _____, 20__, between _____, (hereinafter "Customer"); and the Jessamine-South Elkhorn Water District, (hereinafter "District").

In consideration of the mutual covenants contained herein and subject to the District's Sanitary Sewer Rates, Rules and Regulations, (hereinafter "Sewer Tariff"), the regulations of the Kentucky Public Service Commission, and the regulations of the entity treating the effluent, as all may be amended from time to time, the District and the Customer agree as follows:

1. The District will provide sanitary sewer collection and treatment service to the Customer's property identified below (hereinafter "Property") and the Customer will be responsible for and pay the rate for such service on a monthly basis as provided in the District's Tariff until a new Sanitary Sewer User Agreement is executed by another party for the Property or the Customer provides notice of disconnection in writing or in person at the business office of the District at least three (3) days prior to the date on which the Customer desires to discontinue service.

2. If the Customer violates the terms of this Agreement and the District expends funds to rectify same, or if a claim is made against or the District is held responsible for damages or injuries to persons or property caused by or resulting from the act or failure to act of the Customer, a member of the Customer's household, if applicable, or Customer's employee or agent in relation to the District's property or facilities, then, and in such events, the Customer shall fully indemnify and hold the District completely harmless from all such loss, cost and expense so incurred, including but not limited to attorney's fees and court costs.

3. The Customer agrees to grant the District, its successors and assigns, a perpetual access easement in, over, under and upon the Property owned by Customer, with the right to erect, construct, install and lay, and thereafter use, inspect, maintain, replace and remove sanitary sewer pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to Customer for the purpose of ingress to and egress from the Property.

4. It is understood and agreed that if service is disconnected by the District due to the Customer's failure to timely pay the District's charges, service will not be reconnected and the deposit will not be refunded so long as the Customer or any member of the Customer's household, if applicable, still occupies the Property and the bill remains unpaid.

5. This Agreement constitutes the entire contract between the parties hereto, superseding and canceling all prior discussions, understandings and agreements, and this Agreement shall not be changed or supplemented unless done in writing and signed by both parties hereto.

CUSTOMER SIGNATURE

DISTRICT SIGNATURE

ADDRESS OF PROPERTY SERVED

CUSTOMER'S BILLING ADDRESS

CUSTOMER'S CELL TELEPHONE

CUSTOMER'S HOME TELEPHONE

CUSTOMER'S WORK TELEPHONE

CUSTOMER'S EMPLOYER

ADULT MEMBERS OF CUSTOMER'S HOME

CUSTOMER'S DRIVE *Bent Kirtley*

ADULT MEMBERS' EMPLOYER(S)

CUSTOMER'S Federal ID NO.

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

EFFECTIVE
3/2/2012

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

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 1

Jessamine-South Elkhorn Water District
(Name of Utility)

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


SHEET NO. _____

APPENDIX

APPENDIX

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 2

Jessamine-South Elkhorn Water District
(Name of Utility)

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


SHEET NO. _____

APPENDIX

STANDARD DRAWINGS
AND
AGREEMENTS

DATE OF ISSUE August 4, 2008
Month / Date / Year


DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 3

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____

APPENDIX


Sewer System Evaluation Agreement

Lexington-Fayette Urban County Government (LFUCG)

Jessamine-South Elkhorn Water District (JSEWD)

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
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SECTION 9 (1)

By 
Executive Director

SEWER SYSTEM EVALUATION AGREEMENT(LFUCG)

THIS CONTRACT is made on C1 ____200____, by and between C2 of C3 (hereinafter C4) and the Jessamine-South Elkhorn Water District, a Kentucky rural water and sewer district created under KRS Chapter 74, of 107 South Main Street, Nicholasville, Kentucky 40356 (hereinafter “JSEWD”);

WITNESSETH:

WHEREAS, JSEWD is a duly organized and operating entity offering sewage collection services in a defined area of Jessamine County (hereinafter “Service Area”);

WHEREAS, C4 is proposing to develop a parcel of real estate (C5 acres) within the Service Area for C6 purposes which is more commonly known as C7 and located near C8; and

WHEREAS, C4 desires to initiate the process to obtain sewage collection services with JSEWD and JSEWD desires to explore the possibility of providing such services and seeking approval for the treatment of such sewage by the Lexington-Fayette Urban County Government (hereinafter “LFUCG”) or any other governmental entity that provides approved treatment facilities;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the C4 and JSEWD agree as follows:

1. C4 shall restrict its discussions in the furtherance of obtaining such sewage collection and treatment services to JSEWD, its employees and its specified agents (i.e. Horne Engineering, Inc. and Bruce E. Smith Law Offices, PLLC); however, C4 may gather information from any and all sources available in the furtherance of presenting and gaining approval of its application by JSEWD.

2. C4 shall pay all legal, administrative, engineering or other costs incurred by JSEWD associated with the consideration of the provision of such services under this contract, and such costs shall be paid to JSEWD as billed.

3. Attached as Exhibit “A” is a Flowchart which outlines the steps which are to be followed by C4 and JSEWD in the process of evaluating whether or not sewage collection services will be provided, and if so, the steps to be followed to effect such service. C4 agrees to abide by the methodology of Exhibit “A” and agrees that any dev

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**OF KENTUCKY
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SECTIONS (a)

By


Executive Director

unless approved in writing by JSEWD, shall result in the immediate cessation of the evaluation process or any steps to be taken thereafter.

4. To enable JSEWD to assess the feasibility of providing sewage collection and treatment for C7, C4 shall provide two (2) copies of all of the information listed on the attached Checklist (Exhibit "B") to JSEWD's consulting engineer, Horne Engineering, Inc.

5. JSEWD agrees that upon receipt of all of the information from C4, as reflected on the Checklist, that it will discuss with C4 and LFUCG connection to and treatment of the sewage by the LFUCG system.

6. If approved to proceed by JSEWD, C4 shall then, and only then, submit construction plans which shall be drafted in accordance with the policy, procedures, rules and requirements of the LFUCG and JSEWD for the design and construction of the proposed sewage collection system and the proposed storm sewer system.

7. C4 acknowledges the existence and possible future applicability of the attached agreement (Exhibit "C") between JSEWD and LFUCG, and the possible future execution of a Site Specific Agreement with JSEWD and LFUCG similar to that attached as Exhibit "D". C4 agrees that such Site Specific Agreement, in the same form as that which is attached, shall be signed if the District approves the provisions of sewer service.

8. C4 acknowledges that no future construction of the sanitary sewer system or the storm sewer system shall occur prior to the issuance of a construction permit by the Kentucky Division of Water and the signing of a Site Specific Agreement with JSEWD and JSEWD. C4 further acknowledges that JSEWD and LFUCG shall have the right to enter upon C4's property from time to time to inspect and monitor the proposed project, if approved. C4 further agrees that JSEWD may halt construction of the sanitary sewer system at any time if it is discovered that C4 or its contractors are deviating from the approved plans and specifications. Any changes to these plans and specifications are subject to the prior written approval of JSEWD.

9. C4 acknowledges that it shall have to pay all fees of JSEWD and the LFUCG relative to the sanitary sewer system, including but not limited to all permit fees, tap fees and connection fees, if a system is approved for C7.

10. C4 acknowledges that the proposed sanitary sewer system, which may be constructed, shall be conveyed to JSEWD and that JSEWD will retain the complete and final

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By Stephanie Dumbrowski
Executive Director

authority to determine the future extension and use of such system by third parties, if constructed.

11. C4 acknowledges and agrees that if the project is approved, it will construct a storm sewer system for C7 in accordance with the terms of the Site Specific Agreement and subject to inspection by LFUCG during and after construction. C4 also agrees that LFUCG shall have the right to halt construction of the storm sewer system at any time it is discovered that C4 or its contractors are deviating from the construction plans and specifications. Any changes to the constructions plans and specifications for the storm sewer system are subject to the prior written approval of LFUCG. C4 agrees that upon satisfactory completion of the storm sewer system, it will dedicate same to the appropriate governmental entity over C7.

12. This writing constitutes the entire agreement thus far between the parties hereto superceding all prior oral discussions and understandings. Furthermore, this writing shall not be changed or supplemented unless done in writing and signed by both parties.

“JSEWD”

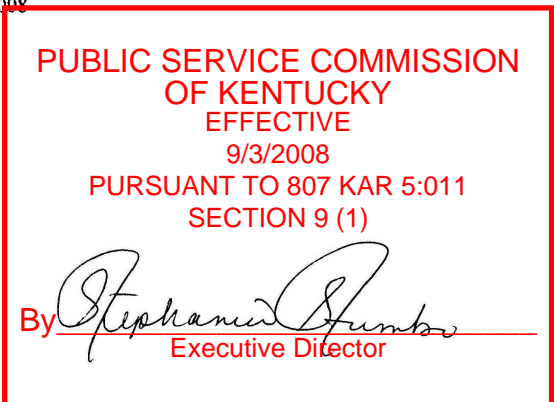
WITNESS DATE

CHAIRMAN DATE

“C4”

WITNESS DATE

C11 DATE



FLOWCHART – NORTH JESSAMINE SEWER SERVICE AREA
Jessamine South Elkhorn Water District

PROPOSED DEVELOPMENT REQUIRING SANITARY SEWER SERVICE
Note: Drainage Basins with Storm Water Flow into Fayette County Also Require Storm Water Management Design to Meet LFUCG Requirements

Request Made Directly to JSEWD (2a)

Requestor (Developer) Meets with Board Of Commissioners of JSEWD to Explain Request and Scope of Service
***FOR BOTH SEWER AND STORM WATER (1a)**

JSEWD Prepares Sewer System Evaluation Agreement for Execution by Developer, Listing Requestor's Responsibility and Requirements

JSEWD Staff And Consultants Confer With LFUCG Informing Them Of Developer's Request. Group Reaches Mutually Acceptable Listing Of Parameters and Criteria (1b)

Board of Commissioners of JSEWD Determine if Request is Valid, Operable and Acceptable

Developer Makes Changes and Resubmits Request

District Notifies Requestor in Writing with Reason(s) for Denial or Amendments necessary



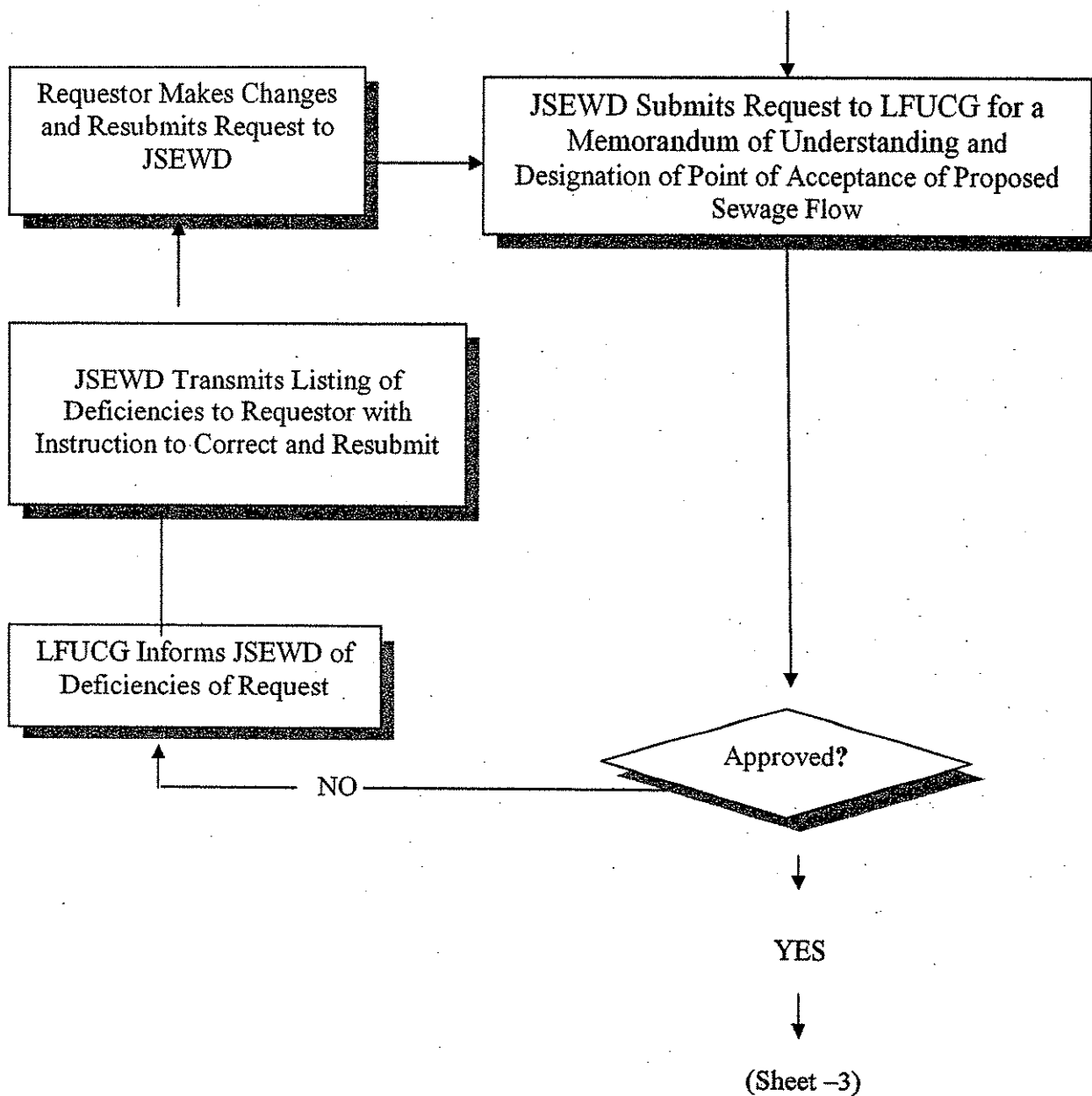
NO

YES
(Sheet - 2)

*Requester is advised that the Sewer System Evaluation Agreement will address the question of sewer availability. A separate letter will NOT be issued. (1c)

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EXHIBIT
By *Stephanie Dumbrowski*
Executive Director

(Sheet -1)



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By Stephanie Dumbrowski
Executive Director

(Sheet - 2)

LFUCG Reviews District Request and Point of Acceptance Request. If Necessary Meets with District Reps to Evaluate Any System

JSEWD Forwards Designation of Point of Connection and Copy of Preliminary Approval and Memorandum of Understanding to Developer with a List of Charges and Dates Due

Requestor Prepares Detailed Construction Plan, and Other Required Supporting Material. Developer's Plans and Specifications shall meet LFUCG and JSEWD Standards and Procedures, and Submits Four (4) Copies to JSEWD

JSEWD Submits Two (2) Copies Developer's Completed Package of Plans, Specs, and Other Support to LFUCG

LFUCG and JSEWD Conduct Simultaneous Review. LFUCG Returns Review Comments to JSEWD. JSEWD Returns Comments to Requestor for Additions/Corrections and Resubmittal, if Necessary

Requestor Returns Four (4) Revised And Corrected Copies Of Plans & Specs To District. District Forwards Two(2) Copies To LFUCG. Upon acceptance, LFUCG & JSEWD Issue KDOW Submittal Letters, to Requestor.

JSEWD Collects All Monies Due Both the District and LFUCG. (2c)

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By Stephanie Hunter
Executive Director

(Sheet - 4)

(Sheet - 3)

JSEWD Returns KDOW Certification Letters from LFUCG and JSEWD to Developer (Requestor)

Requestor to Furnish to JSEWD Copy of Approval Letter from KDOW and All Applicable Public Agencies and Payment of All Due Charges

JSEWD Forwards Copy of KDOW Approval Letters to LFUCG with Request to Prepare Site Specific Agreement for Execution

LFUCG & JSEWD Prepare Site Specific Service Agreement for Execution by Developer

Developer To Furnish Six (6) Sets Of 11 X 17 And Two (2) Sets Of 24 X 36 Construction Plans Which Have Been Signed And Stamped By The Developer's Engineer (3a)

Developer Executes Site Specific Agreement, Returns to JSEWD. JSEWD and LFUCG Approves and Executes Site Specific Agreement

JSEWD Forwards to Developer Authorization to Commence Construction

(Sheet - 5)

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By Stephanie Hunter
Executive Director

(Sheet - 4)

JSEWD Engineering Representative to Conduct Inspections and Monitoring of System

Construction of System

LFUCG Engineering Department Has Right to Observe Construction

Developer, His Engineer And Contractor Shall Attend Scheduled Monthly Progress Meetings, During Period Of Construction, Up To System Acceptance. (3b)

Final Acceptance Testing and Inspections of Constructed System

Payment by Developer of All Fees and Charges Due and Unpaid along with a Request for Connection to System and a Deed of Conveyance of System with Easement(s) to JSEWD

Acceptance Of System By JSEWD With Approval To Developer To Connect (At This Time The District May Issue Tap-On Permits) (1d)

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 9/3/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

By Stephanie Dumbrowski Executive Director

REVISION SCHEDULE (3c)

Revisions Number	Date	Description
(1a)	11-05	Added "FOR BOTH SEWER AND STORMWATER"
(1b)	11-05	Added step "JSEWD Staff And Consultants Confer With LFUCG Informing Them Of Developer's Request. Group Reaches Mutually Acceptable Listing Of Parameters and Criteria"
(1c)	11-05	Added * Note "Requester is advised that the Sewer System Evaluation Agreement will address the question of sewer availability. A separate letter will NOT be issued.
(1d)	11-05	Added " (At This Time The District May Issue Tap-On Permits)"
(2a)	12-05	Rmored steps – "Developer Makes Request Directly to LFUCG" & "LFUCG Directs Requestor to Make Requestor to Make Request Directly to LFUCG"
(2b)	12-05	Removed step "JSEWD Prepares Interim Agreement for Execution by Developer, Listing Requestor's Responsibility and Requirements" Added step – "JSEWD Prepares Sewer System Evaluation Agreement for Execution by Developer, Listing Requestor's Responsibility and Requirements"
(2c)	12-05	Removed from step "to Formulate and Executes a Formal and Detailed Agreement of Sewer Extension with Requestor and"
(3a)	08-07	Added step "Developer To Furnish Six (6) Sets Of 11 X 17 And Two (2) Sets Of 24 X 36 Construction Plans Which Have Been Signed And Stamped By The Developer's Engineer"
(3b)	08-07	Added step "Developer, His Engineer And Contractor Shall Attend Scheduled Monthly Progress Meetings, During Period Of Construction, Up To System Acceptance."
(3c)	08-07	Added Revisions Schedule

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By 
 Executive Director

EXHIBIT B

Sewer System Evaluation Agreement Checklist

1. General graphic and written description of the proposed sanitary sewer collection system for the project. Including but not limited to:
 - a. Enlarged 7 ½' quad sheet (1"=200') outlining the project area and the limits of the drainage basin(s) in which the project is located.
 - b. General location of pump stations, if required.
 - c. Location of proposed connection to existing sewer or force main and/or gravity lines.
 - d. General description of the proposed use and zones of the project area.

2. Preliminary calculations as to maximum sewage flow at each connection.

NOTE: Under District's adopted policy, applicant is to design and size piping and/or wet well to serve his proposed development as well as the entire drainage basin upstream of his project.

3. General graphic and written description of the proposed storm sewer system for the project. (This is for projects discharging to the LFUCG sewer system.) Including but not limited to:
 - a. Enlarged 7 ½' quad sheet (1"=200') outlining the project area and the limits of the drainage basin(s) in which the project is located.
 - b. Location and characteristics of the immediate downstream developed area.
 - c. Location and generalized description of the type of retention/detention system to be employed.
 - d. Preliminary calculations showing peak pre and post storm discharge.

4. Time schedule for planning/engineering, construction and completion of the project.

5. Anticipated date of application for KDOW construction permit.

6. Identify any requirement for pretreatment or grease traps.

g:\...USEWD\Sanitation\PSC Tariff Submission\Sewer System Evaluation Agreement\LFUCG Exhibit B

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OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By


Executive Director

AGREEMENT

THIS AGREEMENT is made and entered into this 12 day of DEC, 2002, by and between Lexington-Fayette Urban County Government (hereinafter "LFUCG"), an urban county government duly created and existing pursuant to the provisions of Kentucky Revised Statutes Chapter 67A and the Jessamine-South Elkhorn Water District (hereinafter "Water District"), a water district duly created and existing pursuant to the provisions of Kentucky Revised Statutes Chapter 74.

WITNESSETH:

WHEREAS, the parties to this Agreement mutually agree that the citizens of Fayette and Jessamine Counties are best served by the most efficient and environmentally sound wastewater collection and treatment system; and

WHEREAS, the parties to this Agreement support sound Regional Planning; and

WHEREAS, the parties to this Agreement support efficient and cost effective provision of governmental services; and

WHEREAS, the parties to this Agreement support sound environmental planning; and

WHEREAS, as early as 1966, the City of Lexington, in the document entitled "Master Plan", a plan for the orderly and efficient collection and treatment of wastewater to serve area growth, depicted portions of watersheds in northern Jessamine County as potentially within the West Hickman Creek Treatment Plant service area, and

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EXHIBIT

By Stephanie Humber
Executive Director

adequate and comprehensive long range policies, and for planning and zoning for future growth and for efficient future sewer service; and

WHEREAS, the parties recognize and agree that small treatment plants, septic tanks, pumping stations, inadequately sized, constructed, or maintained sewer lines and storm water systems in the Service Area described in Section 1 below will not benefit the citizens of either county; and

WHEREAS, the Jessamine Fiscal Court by Resolution duly adopted and of record in Fiscal Court Order Book 28, Page 626, has designated the Water District as the proper agency to provide sewage disposal services in the Service Area described in Section 1 below, with arrangements as permitted by law to be made between LFUCG and the Water District for the treatment of sewage; and

WHEREAS, the Water District, by Resolution duly adopted on August 9, 1995, resolved pursuant to KRS 74.407 to provide for a sewer system within its territorial boundaries and adjoining areas, which includes the Service Area described in Section 1 below; and

WHEREAS, the Water District has submitted to the Kentucky Division of Water a regional Facilities Plan pursuant to KRS Chapter 224 and 401 K.A.R. 5:006; and

WHEREAS, the Water District has determined that sewage generated in the Service Area described in Section 1 below should be treated by LFUCG at its West Hickman Wastewater Treatment Plant or other facility, instead of in a wastewater treatment facility constructed and owned by the Water District; and

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By 
Executive Director

WHEREAS, the Water District has determined treatment of sewage by LFUCG generated in the Service Area described in Section 1 below would be in the best interest of the residents of the Service Area;

NOW, THEREFORE, for and in consideration of the mutual promises and obligations made and exchanged in this Agreement, LFUCG and the Water District (hereinafter referred to as the Parties") agree as follows:

1. **SERVICE AREA.** The Service Area (hereinafter "Service Area") includes land located in northern Jessamine County in the South Elkhorn Creek Watershed and the West Hickman Creek Watershed and is more particularly described on attached Exhibits A and B.

2. **DEFINITIONS.** For purposes of this Agreement the following terms and phrases shall have the following meanings:

a) "Clean water" includes but is not limited to storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process water.

b) "Connections to LFUCG's sewer system means connections directly to LFUCG's sewer system or connections to the Water District's sewer lines for the purpose of collecting, transporting or pumping sewage from the Service Area to LFUCG's sewer system.

c) "Excessive infiltration and inflow" means a high groundwater or rainfall induced sewage flow rate in all or any portion of the Water District's sewer lines exceeding either:

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1. 275 gallons per capita per day based on the maximum flow received during a twenty-four (24) hour period exclusive of industrial flow; or

2. More than 120 gallons per capita per day based on the annual average of daily flows for the most recent twelve (12) months exclusive of industrial flow.

d) "Infiltration" means water other than wastewater that enters a sewer system from the ground through means such as defective pipes, pipe joints, connections, manholes, or by any other means.

e) "Inflow" means water other than wastewater that enters a sewer system from means such as roof leaders, yard drains, area drains, drains from springs or swampy areas, openings in manhole covers, cross connections with storm sewers, catch basins, cooling towers, storm waters, source runoff, street wash waters, drainage, or any other source which directs rainwater into the sewer system.

f) "Sewage" means the water carried human or animal wastes, including septic effluent, from residences, buildings, or other places, together with industrial wastes or underground, surface, storm or other water, as may be present, but does not include septic solid waste or sewer sludge.

g) "Sewer line" means sewer lines, pump stations, force mains and other constructions or devices used for collecting, transporting, pumping, measuring or disposing of sewage.

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h) "Sewer system" means, individually and collectively, the network of sewer lines, pump stations, force mains and other constructions or devices that discharge into a wastewater treatment plant.

i) "Wastewater treatment plant" means a facility used for the treatment and disposal of sewage.

3. LFUCG'S AGREEMENT TO TREAT. The parties agree that LFUCG shall treat no sewage generated in Jessamine County, Kentucky, outside the boundaries of the Service Area described in Section 1 above. LFUCG agrees to accept into its sewer system and treat up to 2,000,000 gallons per day of sewage generated in the Service Area, calculated on the basis of average daily flows, subject to all the terms, conditions and limitations set forth in this Agreement. Average daily flows shall be calculated by dividing total flows for the most recent twelve (12) months by the number of days in the most recent twelve (12) months. Provided, however, no property in the Service Area shall be permitted to connect to LFUCG's sewer system if:

a) Inadequate capacity exists in LFUCG's existing sewer lines at the time the property applies for connection (including capacity that will be required for approved Fayette County development plans), based upon LFUCG's duly adopted and printed engineering standards, procedures, manuals, and policies in effect at the time of application, and plans to finance and construct new sewer lines or to replace or improve existing sewer lines have not been approved by LFUCG; or

b) the West Hickman sewage treatment plant's average daily flows equal or exceed 90% of the treatment plant's permitted average daily design capacity such

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case the remaining treatment plant capacity shall be exclusively reserved for Lexington-Fayette Urban County development needs, and no additional properties in the Service Area shall be permitted to connect to LFUCG's sewer system until such time as the West Hickman Treatment Plant's treatment capacity has been expanded.

4. **JUDICIAL APPROVAL.** LFUCG shall provide no sewage treatment to the Service Area until such has been approved by appropriate order entered in *Lexington-Fayette Urban County Government vs. Jessamine County Fiscal Court, et al.*, Jessamine Circuit Court Civil Action No. 81-CI-047.

5. **FACILITY PLAN.** Except as is otherwise provided in Section 7 below, LFUCG shall provide no sewage treatment services for the Service Area until the Water District has been designated a Regional Planning Agency and has prepared and the Kentucky Division of Water (hereinafter "D.O.W.") has approved a Facilities Plan prepared pursuant to KRS Chapter 224 and 401 K.A.R. 5:006.

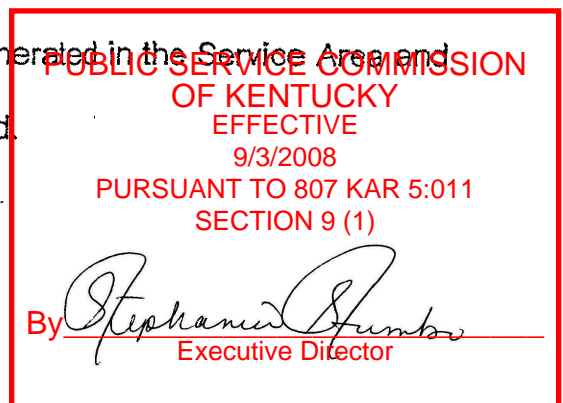
The Parties agree that LFUCG's right to treat sewage in the Service Area is not exclusive, and nothing in this Agreement shall preclude the Facilities Plan for the Service Area from proposing sewer lines from the Service Area to publicly owned sewer systems operated by the City of Nicholasville or other public sewage treatment entity, and such sewer lines shall not be required to conform to LFUCG engineering standards, manuals, procedures, and policies as is required by this Agreement for sewer lines connected to LFUCG's sewer system. To the extent the Water District Facilities Plan provides for treatment of sewage from the Service Area by LFUCG, however, the

Water District Facilities Plan
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Parties agree that in addition to all requirements of KRS Chapter 224, 401 K.A.R. 5:006 and other D.O.W. guidance and requirements, the Facilities Plan shall:

- a) Describe in detail the extent to which the Water District anticipates utilizing LFUCG's sewer system for conveyance and treatment of sewage generated in the Service Area;
- b) Describe the size and location of all proposed trunk sewer lines and other sewage handling, transmission, or processing facilities;
- c) Provide that trunk sewer lines shall be designed, sized, constructed and financed to assure construction of a viable permanent sewer system and to avoid construction of inadequate temporary facilities;
- d) Require all plan specifications for and construction of sewer and storm water facilities in the Service Area to be in conformity with all LFUCG duly adopted and printed engineering standards, manuals, procedures, and policies in effect at the time of construction;
- e) Include a statement of policy disfavoring ~~and restricting~~ on-site sewage disposal systems, septic tanks, and pump stations in the Service Area;
- f) Be prepared in accord with accepted current best engineering, environmental, and planning and zoning practices;
- g) Detail the extent to which LFUCG's sewer system must be improved, upgraded, up-sized, or expanded to convey sewage generated in the Service Area and shall describe how such improvements shall be financed.



6. **CONSTRUCTION COSTS.** The Water District agrees to pay all costs related to construction of sewer lines necessary to transport sewage from the Service Area to LFUCG's sewer system. The Water District also agrees to pay all easement acquisition, engineering, construction, and other costs, of any kind, related to improving, upgrading, up-sizing, or expanding LFUCG's network of sewer lines, pump stations, force mains and other constructions or devices that discharge into a wastewater treatment plant, if such is necessary to transport sewage from the Service Area to LFUCG's West Hickman Wastewater Treatment Plant.

7. **SITE SPECIFIC SERVICE AGREEMENTS.** The Water District agrees to give LFUCG written notice of the proposed connection of any property in the Service Area to LFUCG's sewer system a minimum of three months before an application for a DOW construction permit is filed for the property to allow LFUCG sufficient time to review available sewer line and treatment plant capacity, inflow and infiltration conditions, proposed development and construction plans and specifications, and cost recovery plans, and to allow sufficient time to draft a proposed Site Specific Service Agreement. The Parties agree that no property in the Service Area shall connect to LFUCG's sewer system until LFUCG and the Water District have entered into a Site Specific Service Agreement with the appropriate person or entity having legal authority to enter into an agreement affecting the property (hereinafter referred to as "Developer"). Except as is otherwise provided in Section 3 above, LFUCG agrees that it shall approve all site specific service agreements if: (a) cost recovery and technical aspects of the planned sanitary sewer lines, storm water system, and other infrastructure elements of the

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development meets or exceeds LFUCG's duly adopted and printed infrastructure requirements existing at the time of submittal for similar Fayette County developments in existence at the time of submittal; and (b) the terms and conditions of the Service Agreement fully comply with the terms and conditions set forth in this Agreement. The parties agree, however, that LFUCG may withhold approval of any site specific service agreement if the Water District has failed to eliminate excessive infiltration and inflow, as provided in Section 13 below. Notwithstanding the foregoing conditions of LFUCG's approval of Site Specific Service Agreements, the Water District may withhold approval and veto any proposed project based upon duly adopted and printed ordinances and regulations it may promulgate.

LFUCG may require the Site Specific Service Agreement to include any term or condition that it usually and normally requires in its duly adopted and printed regulations for sanitary sewer lines and other infrastructure elements of any similar development in Fayette County, and shall include the following:

a) Detailed plans, construction specifications, cost recovery plans, maintenance and repair requirements, timelines for connection, and agreements on the specific amount of treatment capacity LFUCG is to provide the property;

b) An agreement by the Developer to pay the full cost of sewer service to the property, including but not limited to design and construction costs, plan review fees, inspection fees, tap-on fees, sewer user fees, extra strength sewer charges, and incidental service fees, including general contract administration and emergency services;

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c) An agreement by the Developer that all sewer and storm water facilities on the property shall be designed, constructed, and inspected, warranted, bonded, or assured according to LFUCG's duly adopted and printed engineering standards, manuals, procedures, and policies in effect at the time of construction, which would be applicable to similar developments in Fayette County, and with drainage controls as provided in Section 9 below;

d) An agreement by the Developer to fully comply with LFUCG's pretreatment ordinance set forth in LFUCG's Code of Ordinances, Section 16-42 to 16-46 and 16-50, as the same may be amended from time to time, as provided in Section 11 below.

Provided, however, that after receiving written notice as provided in Section 19 below a minimum of thirty (30) days prior to application for a connection permit from the Kentucky Division of Plumbing, LFUCG's Commissioner of Public Works may waive any term, condition or requirement of this Agreement and approve connection of the following described facilities to LFUCG's sewer system, on the same terms, conditions and requirements that LFUCG would impose on or require of similarly situated facilities located in Fayette County;

a) Existing sewage generating facilities and improvements developed prior to the date of execution of this Agreement; and

b) Existing sewage generating facilities and improvements, whether developed before or after the date of this Agreement, upon written certification of the Jessamine County Health Department that connection to LFUCG's sewer system is

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desirable to resolve or prevent an environmental emergency causing or threatening to cause damage to the environment or human health.

8. **OWNERSHIP OF FACILITIES AND PERMITS.** The Parties agree that legal title to all sewer lines in the Service Area eight (8) inches in diameter or greater, all force mains and all pumping stations authorized under Section 10 below, shall be vested in the Water District in a document recorded of record in the Jessamine County Clerk's Office, which grants LFUCG a full access easement. The Parties further agree that individual property owners, property owner associations, private developers, and other persons or entities shall have no ownership interest in such lines or pump stations. The Water District agrees that it shall have sole responsibility and LFUCG shall have no responsibility for obtaining all federal, state or local sanitary sewer or storm water permits required to operate and maintain sewer lines owned by the Water District. The Water District further agrees to obtain a Kentucky Intermunicipal Operational permit issued pursuant to 401 KAR 5:005.

9. **SURFACE WATER DRAINAGE.** The Parties agree that development in the Service Area may impact existing surface water drainage patterns and that appropriate watershed drainage controls are essential to protect stream quality and private and public property. The Parties agree that property in the Service Area may not be permitted to connect to LFUCG's sewer system, unless at the time the property connects, storm water drainage structures on the property have been designed and constructed in accordance with LFUCG's duly adopted and printed engineering standards, manuals, procedures, and policies in effect at the time of construction.

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10. **PUMP STATIONS.** The Parties agree that LFUCG shall treat no sewage in Jessamine County generated outside the boundaries of the Service Area, either by gravity flow or pump station. The Parties further agree that sewer service to properties within the Service Area shall be by gravity flow, unless LFUCG's Commissioner of Public Works determines in a written opinion that a pump station is necessary based on the following criteria:

a) To provide service to property developed in the Service Area prior to execution of this Agreement; or

b) Is more efficient in order to minimize disruption to existing Fayette County neighborhoods; or

c) Because of inadequate downstream easements or sewer line capacity, or for other technical reasons conveyance by gravity flow is impractical.

11. **SEWAGE PRETREATMENT.** The Water District agrees to comply and to require its agents, developers, and customers to comply with LFUCG's pretreatment ordinances in LFUCG's Code of Ordinances Sections 16-42 through 16-46 and 16-50, as the same may be amended from time to time. The Parties agree that LFUCG shall have sole authority to issue pretreatment permits in the Service Area and to establish pretreatment standards and requirements which shall be the same as those established for users in Fayette County, and that LFUCG may pursue any available legal or equitable remedy against the Water District or its agents, developers, or customers for violation of LFUCG's pretreatment ordinance, and may additionally immediately

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discontinue wastewater service to any industrial, commercial, or business customer of the Water District in the Service Area that violates LFUCG's pretreatment ordinance.

The Parties agree that any property in the Service Area subject to LFUCG's pretreatment ordinances which applies for or receives sanitary sewer service may be required to construct a sewer system access "test" manhole and LFUCG shall be provided a full access easement to the manhole in a document recorded in the Jessamine County Clerk's Office. The manhole shall be located outdoors, shall not be gated, and LFUCG's full and immediate access at all times to the manhole shall not be restricted by the Water District, its agents, developers, or customers.

12. CLEAN WATER DISCHARGES. The Water District agrees to prohibit its customers from discharging through sump pumps, roof drains, area or other drains, or any other source, any clean water to any sewer line, and further agrees that it shall take any and all steps reasonable or necessary to prevent or disconnect any such discharge sources.

13. INFILTRATION AND INFLOW. The Water District agrees to require its developers or customers to install state-of-the-art wastewater flow measuring devices as required by site specific contracts approved by LFUCG pursuant to Section 7 above, capable of accurately recording and documenting actual sewage flows into LFUCG's sewer system. LFUCG and the Water District shall determine the point of location of each such measuring device. The Water District agrees to require its developers or customers to pay all costs related to purchase and installation of the measuring devices.

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If any measuring device records excessive infiltration or inflow, LFUCG shall provide written notice by certified mail to the Water District and the Kentucky Division of Water of such excessive infiltration and inflow. Upon receipt of such notice the Water District agrees to fully comply with 401 KAR 5:005, Section 9(4) (5) (6) and (7).

If the Water District has not eliminated excessive infiltration and inflow within eighteen (18) months after LFUCG's notice to the Water District, or within such lesser time as may be required by any state or federal agency with jurisdiction to enforce state or federal infiltration and inflow regulations, LFUCG may deny further connections to LFUCG's sewer system and the Water District agrees to pay to LFUCG the following:

a) A monthly sewer user fee surcharge at the per gallon rate specified in Section 16-59 of LFUCG's Code of Ordinances, as amended from time to time, for actual sewage flows as measured by the measuring devices exceeding sewage flows calculated on the basis of monthly water usage as provided for in Section 16-59 of LFUCG's Code of Ordinances, as amended from time to time;

b) Within sixty (60) days of written demand from LFUCG, a treatment plant capacity surcharge for actual sewage flows as measured by the measuring devices in all or any portion of the Water District's sewer lines that exceed the treatment plant capacity for which LFUCG has previously been paid tap-on or connection fees, based upon the then current per gallon cost of expanding LFUCG's treatment plant capacity.

An additional two (2) years to eliminate excessive infiltration and inflow may be permitted at the discretion of LFUCG's Commissioner of Public Works (which shall not

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be unreasonably withheld) if engineer certifiable reductions are, in fact, taking place and an on-going program to further address the problem is established and enforced.

The Parties further agree that treatment plant capacity made available to the Service Area is limited to 2,000,000 gallons per day based on the average daily flow as set forth in Section 3 above, and is the maximum capacity to be made available to the Service Area for sewage flows, including inflow and infiltration of ground water or surface water.

14. SEWER USER FEES. The Water District agrees to pay to LFUCG sewer user fees as set forth in Section 16-59, of LFUCG's Code of Ordinances, as the same may be amended from time to time. The user fees shall be calculated based upon the monthly water use of all sewer service customers in the Service Area for which LFUCG provides sewage treatment. As specified in Section 16-59, an extra strength treatment surcharge may be added by LFUCG for any month in which LFUCG sampling shows that the sewage discharge exceeds specified parameters for suspended solids, ammonia, nitrogen, or biochemical oxygen demand, or other parameters as the ordinance is amended from time to time.

The monthly sewer user fees shall be charged by LFUCG directly to the Water District on a single invoice each month, and shall be paid by the Water District directly to LFUCG each month by the due date specified on the invoice. Unpaid sewer user fees shall be subject to late payment penalty and interest as set forth in KRS 45.454. LFUCG shall be entitled to recover all reasonable costs of collection, including reasonable attorney's fees.

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To facilitate sewer user fee billing, the Water District shall provide LFUCG a monthly statement of the total chargeable water use for the Service Area and a printout showing the water use by each customer for all sewer customers in the Service Area. The printout shall show each customer's name, water service account number, service address, meter reading for the month, and volume of water use for the month. LFUCG shall have the right to reasonable access to Water District records for the purpose of auditing individual water consumption figures furnished by the Water District, and the Water District shall have reasonable access to LFUCG records for purpose of auditing the accuracy of LFUCG charges to the Water District.

The Water District agrees that LFUCG shall have the right to periodically adjust sewer user and other fees it charges all customers within Fayette County and the Service Area and it agrees to pay such revised rates. LFUCG agrees to give the Water District, its agents, developers, or customers the same advance notice of such fee increases as is provided to Fayette County customers.

15. FAILURE TO PAY. The Water District agrees that if it or its agents, developers, or customers fail to pay any costs, fees, user fee, surcharge fee, or other fee or cost of any kind provided for in this Agreement, LFUCG may pursue any available equitable or legal remedy, and shall be entitled to recover all reasonable costs of collection, including reasonable attorneys fees, and additionally, may prohibit any future connections of properties in the Service Area to its sewer system, or after thirty (30) days written notice to the Water District, or its agents, developers, or customers, disconnect any such nonpaying customers in the Service Area from LFUCG's sewer

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system. Likewise LFUCG agrees that if it, or its agents, fail to comply with its obligations hereunder, the Water District may pursue any available equitable or legal remedy, and shall be entitled to recover all reasonable costs of enforcement, including reasonable attorney's fees.

16. INSPECTION, MAINTENANCE, AND REPAIRS. The Water District agrees to regularly inspect, monitor, maintain, and repair at its expense, its sewer lines within the Service Area. The Parties agree that LFUCG shall have access to and may inspect at any time any portion of the Water District's sewer lines within the Service Area, and may make emergency repairs to the sewer lines if such are reasonable or necessary to protect LFUCG's wastewater treatment plant, sewer system or drainage ways. The Water District agrees to reimburse LFUCG for its reasonable expenses incurred in emergency repairs within sixty (60) days of receipt of billing from LFUCG. LFUCG agrees to provide the Water District with documentation of emergency repairs conducted and to advise on other repairs needed to return the Water District's sewer lines to normal operational status, which the Water District agrees to complete within a reasonable time, not to exceed ninety (90) days.

17. REPORTING REQUIREMENTS. The Water District shall provide in writing to LFUCG (at the time of their filing in Jessamine County) copies of any and all:

a) Cost recovery plans or plans for construction, maintenance, or replacement of sewer lines in the Service Area;

b) Legal changes in the Water District organizational structures, including ownership, service areas, or major proposed financings;

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c) Meeting dates and places of local, state or federal boards or agencies of which the Water District has notice and at which sewer service in the Service Area will be discussed. The Water District agrees it shall do nothing to prevent LFUCG from appearing and being heard at any such meeting, relative to wastewater matters, and to express its views as to how plans or proposals may impact either the short or long term efficiency of financing and constructing sewer facilities, or impact environmental conditions in the Service Area. Likewise, the Water District shall do nothing to prevent any written or oral comments by LFUCG from being made a part of the record proceedings.

d) The Water District shall provide LFUCG with an annual calendar report documenting the full "build out" estimate of sewage generation for each approved plan for construction or development in the Service Area, on or before April 30 of the year following execution of this Agreement and on the same date in subsequent years. The report shall include a capacity consumption baseline with the annual increase in capacity consumption detailed to show the current year's construction along with past years' activities. The report shall also include a report on the condition of the sewer lines within the Service Area prepared by a professional engineer with training and experience in sanitary sewer systems. The annual report shall contain such other information and data as the parties shall mutually agree.

The Water District shall use its best efforts to provide or to arrange for the Jessamine County Fiscal Court or its planning boards or commissions to provide in writing to LFUCG (at the time of their filing in Jessamine County) copies of any and all:

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- a) Proposals for alternative sewage treatment or conveyance systems in the Service Area, including on-site sewage disposal systems, pump stations, or septic tanks (excluding agricultural homes or farm facilities);
- b) Development proposal or plan which differs from the approved Water District Facilities Plan;
- c) Proposed amendments to the Jessamine County/Wilmore Comprehensive Plan impacting the Service Area;
- d) Annexation proposals in or immediately adjacent to the Service Area;
- e) Zone change requests in the Service Area;
- f) Proposed subdivision or development construction in the Service Area;
- g) Building permits issued for developments in the Service Area;

18. **DIVERSION OF FLOWS.** The Parties contemplate that sewage from the Service Area will be treated at LFUCG's West Hickman Wastewater Treatment Plant, but the Parties agree that LFUCG in its sole and absolute discretion and at its own cost may divert sewage flows from the West Hickman Wastewater Treatment Plant to alternative treatment facilities; and any such diversion shall not alter or amend the Water District's financial obligations under this Agreement, and shall not create any grounds for a claim by the Water District, financial or otherwise, against LFUCG.

The Parties also agree that the Water District in its sole and absolute discretion may divert sewage flows from the Service Area from an existing collection system to another publicly owned treatment plant facility in Jessamine County, but such

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diversion shall not serve as the basis for any claim by the Water District for a refund of any past payments under this Agreement to LFUCG, nor shall it create any grounds for a claim by LFUCG, financial or other wise, against the Water District.

19. NOTICE PROVISIONS.

All notices required under this Agreement shall be by certified mail directed to:

To Lexington-Fayette Urban County Government:

Office of the Mayor
200 East Main Street
Lexington, KY 40507

and

Office of the Urban County Council
200 East Main Street
Lexington, KY 40507

and

Urban County Engineer
Division of Engineering
200 East Main Street
Lexington, KY 40507

and

Director
Division of Sanitary Sewers
301 Lisle Industrial Road
Lexington, KY 40511

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To the Water District:

Chairperson
Jessamine-South Elkhorn Water District
117 South Main Street
Nicholasville, KY 40356

20. **GOVERNING LAW.** This Agreement has been entered into in Fayette County, Kentucky, and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky and LFUCG's Code of Ordinances and engineering manuals, standards, practices and procedures. The Parties agree that any litigation related to the terms of this Agreement shall be brought in the Franklin Circuit Court, Frankfort, Kentucky, and the Parties acknowledge that venue shall be proper in such court.

21. **DURATION AND TERMINATION.** The duration of this Agreement shall be for a term of forty (40) years, or for such longer term as may be necessary to comply with the terms of any loan, grant or bond issue which the Water District obtains or receives for the purpose of constructing, operating or maintaining its sewer lines, and shall be renewed for a like term unless one of the parties to the Agreement gives written notice to the other party of an intent to terminate. Said notices must be given at least one (1) year but not more than three (3) years prior to the expiration of the original term of this Agreement.

This Agreement may be terminated at any time upon written agreement of the Water District and LFUCG, but termination of the Agreement shall not provide the basis



for a claim against LFUCG for a refund of any past payment of any sums to LFUCG under this Agreement.


The Parties acknowledge that LFUCG's West Hickman Wastewater Treatment Plant may from time to time be expanded, and the Parties agree that LFUCG may terminate this Agreement if appropriate officers of Jessamine County refuse or fail in a timely manner to provide LFUCG with building permits or other authorizations for expansion of West Hickman Wastewater Treatment Plant upon LFUCG's presentation of appropriate applications.

22. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on LFUCG, the Water District, and their respective successors and assigns.

23. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court, or by the Public Service Commission or other administrative body of competent jurisdiction, such holding shall invalidate and render unenforceable all other provisions herein, except to the extent of any obligations that remain outstanding.

24. INTERPRETATION. LFUCG and the Water District agree that both have participated in the drafting and negotiation of this Agreement and this Agreement shall not be interpreted against either party by virtue of having participated in such drafting and negotiation.

25. CAPTIONS. The captions of this Agreement are for convenience only and are not to be construed as part of the Agreement, nor as defining, nor limiting in any way the scope of the provisions herein.

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26. ENTIRE AGREEMENT. This Agreement supersedes all previous agreements, oral or written, between LFUCG and the Water District, and represents the entire agreement between the Parties. No other agreements or representations, oral or written, have been made by LFUCG or the Water District. This Agreement may not be altered, modified, or amended, except in a writing properly executed and approved by LFUCG and the Water District.

IN WITNESS WHEREOF, the Parties hereto have caused their respective signatures to be affixed hereto by their proper officers duly authorized, all as of the day and year first above written.

JESSAMINE - SOUTH
ELKHORN WATER DISTRICT

BY: [Signature]
ITS: Chairman
Pursuant to Resolution of Board of Commissioners
Passed: 12-4-2002

ATTEST:

[Signature]
Secretary

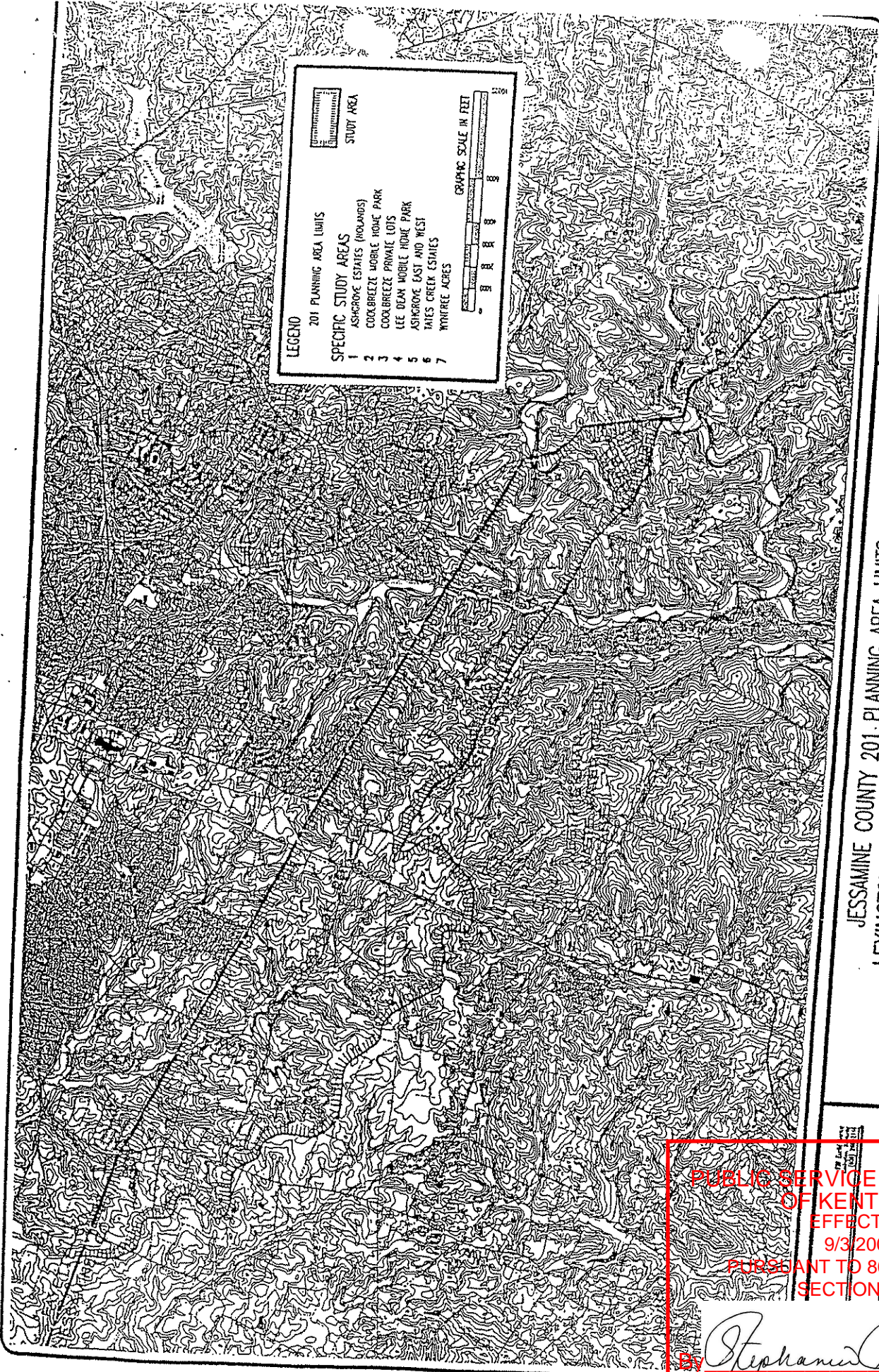
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: [Signature]
ITS: Mayor
Pursuant to Resolution 690-2002
Passed 12/12/2002

ATTEST:

[Signature]
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LEGEND

201 PLANNING AREA LIMITS
STUDY AREA

SPECIFIC STUDY AREAS

- 1 ASHROVE ESTATES (HIGHLANDS)
- 2 COOLBREEZE HORSE HOME PARK
- 3 COOLBREEZE PRIVATE LOTS
- 4 LEE OZAM MOBILE HOME PARK
- 5 ASHROVE EAST AND WEST
- 6 TATES CREEK ESTATES
- 7 WYTHREE ACRES

GRAPHIC SCALE IN FEET

0 100 200 300 400 500 600 700 800 900 1000



PROPOSED
JESSAMINE COUNTY
201 PLANNING AREA
FEBRUARY 1999

JESSAMINE COUNTY 201 PLANNING AREA LIMITS
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

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Executive Director

EXHIBIT B

Parcel 1:

Beginning at a point, said point being the center line intersection of Harrodsburg Road and Brannon Road; thence with the center line of Brannon Road S 66° 04' E 655 feet; thence with a new line S 18° 44' W 1417.21 feet to a point in the line of Zarring; thence with the line of Zarring N 64° 01' W 657.67 feet to a point in the center line of Harrodsburg Road; thence with the center line of Harrodsburg Road N 18° 44' E 1393.66 feet to the point of beginning, containing 21.049 gross acres.

Being the same property conveyed to Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation, by deed dated March 5, 1975, from Kindred Homes, Inc., a Kentucky corporation, of record in Deed Book 133, Page 324, in the Jessamine County Clerk's office.

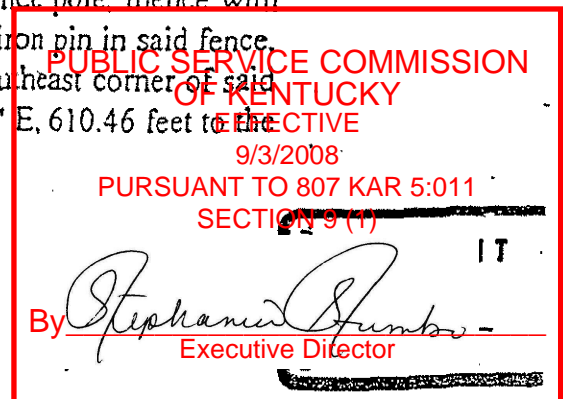
Parcel 2:

Being all of Parcel B, as shown on the Minor Consolidation Plat of Parcels A and B, Southland Christian Church Property, of record in Plat Cabinet 5, Slide 181-B, Jessamine County Clerk's office, to which plat referenced is hereby made for a more particular description of said property.

Being the same property conveyed to Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation, by deed dated July 30, 1992, from Billy M. Oaks and Mabel L. Oaks, his wife, of record in Deed Book 290, Page 465, in the Jessamine County Clerk's office.

Parcel 3:

From an iron spike at the intersection of the centerline of U.S. 68 and the original centerline of Brannon Road, thence S 18° 44' W, 1393.66 feet to an iron spike at the centerline of U.S. 68, thence S 64° 01' E, 2889.76 feet to an iron pin at the true point of beginning, said point located at the northeast corner of Parcel B as shown on the Minor Consolidation Plat of Parcels A and B, Southland Christian Church Property in Plat Cabinet 5, Slide 181-B, Jessamine County Clerk's office, thence from said point of beginning S 72° 33' 26" E, 53.13 feet to a steel fence pole, thence with existing chain link fence S 20° 34' 58" W 614.58 feet to an iron pin in said fence, thence N 65° 33' 36" W, 26.58 feet to an iron pin at the southeast corner of said Parcel B, thence with the east line of Parcel B, N 18° 05' 30" E, 610.46 feet to the point of beginning, and containing 0.559 acres.



Being the same property conveyed to Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation, by quitclaim deed dated July 30, 1992, from Billy M. Oaks and Mabel L. Oaks, his wife, of record in Deed Book 290, Page 468, in the Jessamine County Clerk's office.

Parcel 4:

All of Lot No. 1, being 12.00 acres more or less, of the Mabel L. Oaks Property, as shown on Minor Subdivision Plat of the Mabel L. Oaks Property, of record in Plat Cabinet 8, Slide 286, in the Jessamine County Clerk's office.

Being the same property conveyed to Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation, by deed dated July 27, 1998, from Mabel L. Oaks, a widow, of record in Deed Book 389, Page 111, in the Jessamine County Clerk's office.

Parcel 5:

All of Lot 2, being 30.777 acres more or less, of the Mabel L. Oaks Property, as shown on the Minor Subdivision Plat of the Mabel L. Oaks Property, of record in Plat Cabinet 8, Slide 286, in the Jessamine County Clerk's office.

Being the same property leased and including an Offer to Purchase Contract setting out the purchase price and terms entered into on the 3rd day of November, 1994, by and between Billy M. Oaks and Mabel L. Oaks and the Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation. The aforementioned Lease has not yet been put to record.

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SECTION 9 (1)

By 
Executive Director

SITE SPECIFIC AGREEMENT/SINGLE PHASE(LFUCG) – RE: (PROJECT NAME)

This Site Specific Agreement (the "Agreement") is made and entered into C1, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, hereinafter "LFUCG"; JESSAMINE-SOUTH ELKHORN WATER DISTRICT, hereinafter "JSEWD"; and C2, hereinafter "C4".

WITNESSETH:

WHEREAS, C4 owns real estate located in Jessamine County, Kentucky, as more particularly described in Exhibit "1" and as shown on the Site Plan in Exhibit "2", attached hereto (the "Property"); and

WHEREAS, the parties acknowledge that there is limited sanitary sewer capacity available; and

WHEREAS, the parties further acknowledge the importance of and the interrelationship of storm water as it may impact sanitary sewer collection and conveyance; and

WHEREAS, conditioned upon C4's compliance with and subject to the terms and conditions of this Agreement, JSEWD and LFUCG are willing to provide sanitary sewer service to the Property.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, C4, JSEWD and LFUCG hereby covenant and agree as follows:

1. Sewer Capacity. The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed C5 gallons per day (average daily flow) for sewage collection and conveyance.

2. Agreement to Serve. Conditioned upon C4's full compliance with the LFUCG'S Code of Ordinances, including but not limited to Chapter 16, all administrative regulations, rules, practices and procedures of the LFUCG Department of Public Works (i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewers and Pump Stations), and the rates, rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time, (all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer facilities by C4, JSEWD and LFUCG agree to permit connection of the sanitary sewer facilities installed by C4 to the existing facilities of LFUCG and JSEWD, if any, and to provide sanitary sewer utility service to the Property. C4 expressly agrees that the constructed sanitary sewer facilities shall be conveyed to JSEWD upon completion of construction and approval for acceptance. Although it is expressly acknowledged by C4 that

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JSEWD may require that there be connections to the Property sanitary sewer system provided to adjoining properties, C4 expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer or storm water facilities to be constructed without the prior written authorization from JSEWD.

Notwithstanding the conditions which must be met herein before C4 can convey the sanitary sewer infrastructure being constructed hereunder to JSEWD and before JSEWD will accept such conveyance, JSEWD may, upon the exercise of its sole and unfettered discretion which may not be compelled by any party hereto, permit taps to the sanitary sewer infrastructure being constructed if, and only if, the following conditions are present:


- (1) The sanitary sewer line to which the proposed tap is to be made is tested and fully operational;
- (2) The sanitary and storm sewer project to be constructed hereunder is substantially completed;
- (3) A punch list has been generated and given to C4 which has an agreed upon timeline for completion;
- (4) C4 agrees to permit an adjoining development, which has been completed and conveyed to JSEWD to connect to C4's substantially completed infrastructure; and
- (5) C4 posts a subdivision bond or verifies that a subdivision bond is already in place to guarantee completion of the punch list.

C4 hereby agrees to fully indemnify and hold JSEWD completely harmless from all loss, costs and expense, including attorneys fees and court costs, which JSEWD may sustain by reason of the exercise of its discretion pursuant to this literary paragraph.

It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for C4 by JSEWD or LFUCG, or an agreement by JSEWD and LFUCG to collect, convey, treat or in any way manage storm water. Furthermore, the parties hereto agree that in the event C4 fails to complete all requirements under this Agreement within C6 days from the date of same, or the average daily flows at the West Hickman Creek Treatment Plant equal or exceed 90% of such treatment plant's permitted daily design capacity, then, and in either of such events, this agreement shall automatically expire and become a nullity, but only as to facilities under construction.

3. Connection Fees. C4 agrees to pay the sum approved by the Kentucky Public Service Commission and, in addition, the amount of LFUCG sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection,

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conveyance and treatment by JSEWD and LFUCG. The Connection Fees shall be paid upon the issuance of letter of acceptance by JSEWD to C4 pursuant to Section 7(c) hereof related to the Property's sanitary sewer system or any part thereof.


4. Additional Fees. In addition to the Connection Fees heretofore referenced, C4 agrees to pay the full cost of sewer service to the Property, including, but not limited to the following additional charges and fees (the "Additional Fees"):

- (a) C4 shall have paid all reasonable charges assessed by JSEWD and LFUCG for plan review, construction inspection, testing, and other services of JSEWD and/or LFUCG in any way related to the sanitary sewer system.
- (b) C4 shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code. The Sewer User Fee is generally based on water consumption and C4 agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to JSEWD, P.O. Box 731, Nicholasville, Kentucky 40356. JSEWD will calculate and bill C4 or the appropriate user for such Sewer User Fees, which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees shall be subject to a late penalty and interest as set forth in the Code. Further, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.
- (c) If required, C4 shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD.
- (d) Pre-treatment permit fees/ Extra strength fees (when applicable) shall be paid to LFUCG in accordance with the Code, Section 16-46 and Schedule B of Section 16-49.

5. Lien To Secure Payment of Connection Fees and Additional Fees. JSEWD shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien shall attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by JSEWD.

6. Sanitary Sewer and Storm Water Management Installations. To induce JSEWD and LFUCG to provide sanitary sewer service to the Property, C4 agrees to construct, according to the plans and specifications approved by JSEWD and LFUCG as reflected in Exhibit "3", all on site and off-site installations and facilities required by LFUCG to connect to the existing facilities of LFUCG and JSEWD, if any, to provide sanitary sewer service to the Property, including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. To also induce JSEWD and LFUCG

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to provide sanitary sewer service to the Property, C4 shall size and construct, at its sole cost and expense, the proposed sanitary sewer facilities in a manner that provides the sanitary sewer capacity necessary to service all 1) developed/un-served upstream properties; and 2) undeveloped upstream properties in accordance with JSEWD'S Sanitary Sewer Master Plan, LFUCG Watershed, North Jessamine County, Kentucky, Jessamine-South Elkhorn Water District, March 2006. To further induce JSEWD and LFUCG to provide sanitary sewer service to the Property, C4 agrees to construct, according to the plans and specifications approved by Jessamine County, JSEWD and LFUCG as reflected in Exhibit "4", all on-site storm water facilities. The procedures for the design and construction of the storm water system shall comply with the same procedures outlined in numerical paragraph seven (7) herein for sanitary sewer systems with the exception that the applicable regulations for storm water management installations shall be substituted for those applicable to sanitary sewers. The foregoing improvements, both sanitary and storm water systems, may be referred to as the "Improvements" and Exhibits "3" and "4" may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the JSEWD and/or LFUCG gravity system shall be specified by JSEWD. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station. Odor control facilities shall be constructed as directed by JSEWD. If any pump stations are classified as "temporary" on the Plans, C4 will, at its own cost and secured by a bond or a letter of credit, connect to the gravity line as same becomes available and shall remove such "temporary" stations.

7. Procedures for the Property Sewer System. C4 agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of the LFUCG Department of Public Works, Jessamine County and JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

- (a) During construction of the Improvements, Jessamine County, JSEWD and LFUCG shall have the right to inspect such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans and JSEWD shall also have the right to halt construction, if necessary, in the event of non-compliance by C4. C4 shall also provide JSEWD and LFUCG with periodic written certifications by C4's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.
- (b) At least seven (7) days prior to final inspection by JSEWD and LFUCG, C4 shall provide JSEWD with two (2) sets of mylars of the "as built" plans, prepared by C4's engineer, showing the location of all installations related to the Improvements as constructed. C4 shall provide JSEWD five (5) sets of as-built paving and storm water drainage plans, two (2) copies of the recorded subdivision plat of the Property and two (2) copies (DVD

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KRS 192.011
80(2) copies (1)

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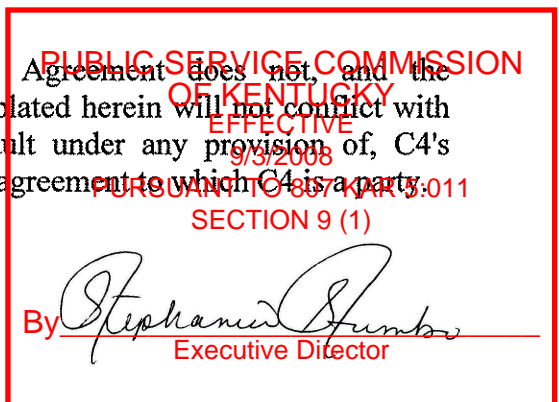
and inspection log) of a TV inspection of the sanitary sewer system. C4 shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.

- (c) Upon completion of construction of the Improvements or any part thereof, C4's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and LFUCG that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal requirements, and as constructed it will function for the purpose for which it was designed. C4 shall provide proof satisfactory to JSEWD that all contractors, sub-contractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system, and final inspection by JSEWD of the Property sanitary sewer system, a letter of acceptance of the Property sanitary sewer system shall be delivered to C4 by JSEWD. No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

8. Use of Property Sanitary Sewer System. The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on permit, inspection and approval by the JSEWD. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

9. Representation and Warranties of C4. In order to induce JSEWD and LFUCG to enter into this Agreement, C4 hereby represents and warrants to JSEWD and LFUCG as follows:

- (a) C4 is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. C4 has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of C4. This Agreement has been duly executed and delivered by C4 and constitutes the legal, valid and binding obligation of C4 enforceable against it in accordance with its terms.
- (b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of, C4's organizational documents, or any other agreement to which C4 is a party.



- (c) C4 covenants to obtain, any consent, approval or authorization of any third party required in connection with C4's execution and delivery of this Agreement or the performance by C4 of the obligations contemplated herein has been obtained.
- (d) C4 has good, valid and marketable title to the Property, free and clear of all liens, encumbrances, leases, restrictions, or other agreements except as referenced on the permitted exceptions attached hereto and incorporated herein as Exhibit "5".
- (e) C4 warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in workmanship. C4 agrees to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of three(3) years after the date of acceptance by JSEWD, relative to the sanitary sewer system, and for a period of one (1) year after the date of C4's engineer's certification relative to the storm sewer system. Each of the time periods shall be secured by a warranty bond or letter of credit posted in favor of JSEWD by C4 which bond or letter of credit shall not be released without prior written approval of LFUCG.
- (f) There are no: (i) Hazardous Materials (as defined below) located on the Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any. Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property.

The term "Hazardous Materials" means and includes, without limitation:

(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii) Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated

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biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set seq.); (G) explosive; or (H) radioactive.

- (v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits, decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.
- (g) C4 is designated as the party that is responsible for compliance with all erosion/sediment control measures(Best Management Practices) during construction.
- (h) That neither JSEWD, nor LFUCG have made any representation or guarantee that any sanitary sewer capacity has been reserved for the undeveloped portion of C4's property as described in Exhibit "1" or otherwise and that the capacity approved is for the area to be served as described in Exhibit "2".

10. Easement. C4 hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. C4 agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, C4 further agrees to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto, which, upon request, C4 agrees to convey in fee simple absolute to JSEWD by deed in a form acceptable to JSEWD, in its sole discretion. C4 hereby further agrees that the foregoing grant includes the right of ingress and egress to any part of the Property for the purpose of maintenance and operation of the sanitary sewer system. C4 and JSEWD agree to assign to LFUCG a right of access and ingress and egress to the sanitary sewer system and to the Property.

11. Mortgage Liens. Mortgagees, if any, holding prior liens on the Property, or any part thereof, shall be required to subordinate their rights to the rights of JSEWD under this Agreement and the easement dedication herein contemplated.

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12. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

LFUCG
Department of Public Works
200 East Main Street
Lexington, Kentucky 40507

With copy to: LFUCG
Department of Law
200 East Main Street
Lexington, Kentucky 40507

Jessamine-South Elkhorn Water District
P.O. Box 731
Nicholasville, KY 40340-0731

With copy to: Bruce E. Smith, Esq.
201 South Main Street
Nicholasville, KY 40356

C2
C3

13. Indemnification. C4 shall indemnify and reimburse JSEWD and LFUCG for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs); and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD and LFUCG, as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of C4 herein; (b) any breach of or noncompliance by C4 with any covenant or agreement of C4 contained in this Agreement; (c) any negligent or wrongful act of the C4, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

14. Compliance with Law. C4 agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. C4 agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of the LFUCG Department of Public Works and the JSEWD relating to sanitary and storm water management systems as set forth herein and agrees to fully comply with same.

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15. Exhibit Incorporation by Reference. Exhibits 1, 2, 3, 4 and 5 attached hereto are hereby incorporated by reference as if set out fully herein.

16. Binding Effect, Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. C4's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.

17. Cost and Attorney's Fees. JSEWD and LFUCG shall be entitled to recover all costs and reasonable attorney fees incurred connected with the collection of Connection Fees or Additional Fees.


18. Amendment/Waiver. No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by either party to insist upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. Covenants Running with Land. C4, and its successors in title agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to comply with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a "Covenant Running with the. Land", and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

20. Undertakings. The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of JSEWD or the LFUCG which would be required under the law had the Property been located entirely in Fayette County, the standard practice of the LFUCG shall be deemed reasonable. Further by review, approval, acceptance or inspection, the JSEWD and LFUCG shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD and LFUCG related to defects, omissions or failures in design, construction or installation.

21. Governing Law. This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky, Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court.

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If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

22. Captions. The captions of each section herein are for convenience only and shall not affect the construction hereof.

23. Multiple Copies. This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

24. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supercedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto.

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
ITS: MAYOR

C2

BY: _____

NAME: C7

ITS: C8

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

BY: _____
ITS: CHAIRMAN

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By Stephanie Dumbrow
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 4

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

SHEET NO. _____

Jessamine-South Elkhorn Water District
(Name of Utility)

APPENDIX

Memorandum of Understanding

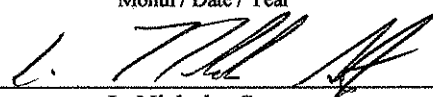
Lexington-Fayette Urban County Government (LFUCG)

And

Jessamine-South Elkhorn Water District (JSEWD)

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

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Executive Director

MEMORANDUM OF UNDERSTANDING – RE: (PROJECT NAME)

FROM: Commissioner of Public Works (LFUCG)

TO: Chairman (JSEWD)

DATE: _____, 200__

SUBJECT: (*name of project*)


*** **

This memorandum will confirm that JSEWD requested sanitary sewer service from LFUCG on _____, 200__, for (*project name*) and at the same time submitted preliminary data from the developer of (*project name*) to LFUCG for its review and response. The memorandum will further confirm that LFUCG has reviewed the (*project name*) request and submission from JSEWD and now makes the following evaluation and response to JSEWD:

The project is approved conditioned upon satisfaction of the requirements listed below:

- Execution of a Site Specific Agreement with LFUCG and (*project name*).
- Review comments are satisfactorily addressed.
- Designated point(s) of connection to LFUCG system and capacity at each connection : (*location of point(s) and capacities*)
- Cost Recovery (i.e. privilege fees, exaction fees, etc.) due and resulting from downstream infrastructure.
- Required upgrades related to connection(s) to LFUCG as follows: (*list upgrades here, if applicable*)
- Payment of the following charges: (*list charges here*)
- Furnish JSEWD with three (3) sets of the precise plans and specifications¹ (the "Plans") for the sanitary sewer system improvements which have been prepared by a licensed professional engineer. The Plans shall be prepared in accordance with the LFUCG Code of Ordinances (hereinafter "Code"), including but not limited to Chapter 16 of the LFUCG portion thereof, and all administrative regulations, rules, practices and

¹ The plans and specifications for sanitary and storm sewer systems may be submitted

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procedures of the LFUCG Department of Public Works (i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewer and Pump Station).

- Furnish JSEWD with three (3) sets of the precise plans and specifications¹ for the storm water management system for the Property including erosion and sediment control plans. The Plans shall have been prepared by a licensed professional engineer in accordance with the Code and all administrative rules, regulations, practices and procedures of the LFUCG Department of Public Works (i.e. Procedures Manuals for Infrastructure Development and Storm Sewer).

- Furnish JSEWD with copies of the Notice of Intent to the Division of Water and any other permit applications that have been submitted for the project as required by LFUCG.

Approval of the project shall be automatically nullified upon the occurrence of any one of the following events:

- The applicant for (project name) fails to complete all requirements listed herein within 180 days of the Memorandum date.

- The average daily flows at the West Hickman Creek Treatment Plant (“WHCTP”) equal or exceed 90% of the treatment plant’s permitted average daily design capacity.²

“LFUCG”

Commissioner of Public Works DATE

¹The plans and specifications for sanitary and storm sewer systems may be submitted in a combined set.
² This Memorandum shall in no way be construed as a reservation of treatment capacity for (project name). However, as a matter of record only, full development of (project name) will consume ___% of the treatment capacity at WHCTP and the present treatment capacity remaining at WHCTP (e date of this Memorandum is ___%.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EXECUTIVE
9/3/2008
CAPACITY FOR (PROJECT NAME)
SECTION 111
OF THE TR
By Stephanie Dumbrowski
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 5

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

SHEET NO. _____

Jessamine-South Elkhorn Water District
(Name of Utility)

APPENDIX

Site Specific Agreement
(Single Phase Project)


Lexington-Fayette Urban County Government (LFUCG)

And

Jessamine-South Elkhorn Water District (JSEWD)

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Executive Director

SITE SPECIFIC AGREEMENT/SINGLE PHASE(LFUCG) – RE: (PROJECT NAME)

This Site Specific Agreement (the "Agreement") is made and entered into C1, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, hereinafter "LFUCG"; JESSAMINE-SOUTH ELKHORN WATER DISTRICT, hereinafter "JSEWD"; and C2, hereinafter "C4".

WITNESSETH:

WHEREAS, C4 owns real estate located in Jessamine County, Kentucky, as more particularly described in Exhibit "1" and as shown on the Site Plan in Exhibit "2", attached hereto (the "Property"); and

WHEREAS, the parties acknowledge that there is limited sanitary sewer capacity available; and

WHEREAS, the parties further acknowledge the importance of and the interrelationship of storm water as it may impact sanitary sewer collection and conveyance; and

WHEREAS, conditioned upon C4's compliance with and subject to the terms and conditions of this Agreement, JSEWD and LFUCG are willing to provide sanitary sewer service to the Property.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, C4, JSEWD and LFUCG hereby covenant and agree as follows:

1. **Sewer Capacity.** The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed C5 gallons per day (average daily flow) for sewage collection and conveyance.

2. **Agreement to Serve.** Conditioned upon C4's full compliance with the LFUCG'S Code of Ordinances, including but not limited to Chapter 16, all administrative regulations, rules, practices and procedures of the LFUCG Department of Public Works (i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewers and Pump Stations), and the rates, rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time, (all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer facilities by C4, JSEWD and LFUCG agree to permit connection of the sanitary sewer facilities installed by C4 to the existing facilities of LFUCG and JSEWD, if any, and to provide sanitary sewer utility service to the Property. C4 expressly agrees that the constructed sanitary sewer facilities shall be conveyed to JSEWD upon completion of construction and approval for acceptance. Although it is expressly acknowledged by C4 that

PUBLIC SERVICE COMMISSION
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SECTION 9 (1)

By 
Executive Director

JSEWD may require that there be connections to the Property sanitary sewer system provided to adjoining properties, C4 expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer or storm water facilities to be constructed without the prior written authorization from JSEWD.

Notwithstanding the conditions which must be met herein before C4 can convey the sanitary sewer infrastructure being constructed hereunder to JSEWD and before JSEWD will accept such conveyance, JSEWD may, upon the exercise of its sole and unfettered discretion which may not be compelled by any party hereto, permit taps to the sanitary sewer infrastructure being constructed if, and only if, the following conditions are present:


- (1) The sanitary sewer line to which the proposed tap is to be made is tested and fully operational;
- (2) The sanitary and storm sewer project to be constructed hereunder is substantially completed;
- (3) A punch list has been generated and given to C4 which has an agreed upon timeline for completion;
- (4) C4 agrees to permit an adjoining development, which has been completed and conveyed to JSEWD to connect to C4's substantially completed infrastructure; and
- (5) C4 posts a subdivision bond or verifies that a subdivision bond is already in place to guarantee completion of the punch list.

C4 hereby agrees to fully indemnify and hold JSEWD completely harmless from all loss, costs and expense, including attorneys fees and court costs, which JSEWD may sustain by reason of the exercise of its discretion pursuant to this literary paragraph.

It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for C4 by JSEWD or LFUCG, or an agreement by JSEWD and LFUCG to collect, convey, treat or in any way manage storm water. Furthermore, the parties hereto agree that in the event C4 fails to complete all requirements under this Agreement within C6 days from the date of same, or the average daily flows at the West Hickman Creek Treatment Plant equal or exceed 90% of such treatment plant's permitted daily design capacity, then, and in either of such events, this agreement shall automatically expire and become a nullity, but only as to facilities not under construction.

3. Connection Fees. C4 agrees to pay the sum approved by the Kentucky Public Service Commission and, in addition, the amount of LFUCG sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection,

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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sewage collection

By 
Executive Director

conveyance and treatment by JSEWD and LFUCG. The Connection Fees shall be paid upon the issuance of letter of acceptance by JSEWD to C4 pursuant to Section 7(c) hereof related to the Property's sanitary sewer system or any part thereof.

4. Additional Fees. In addition to the Connection Fees heretofore referenced, C4 agrees to pay the full cost of sewer service to the Property, including, but not limited to the following additional charges and fees (the "Additional Fees"):

- (a) C4 shall have paid all reasonable charges assessed by JSEWD and LFUCG for plan review, construction inspection, testing, and other services of JSEWD and/or LFUCG in any way related to the sanitary sewer system.
- (b) C4 shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code. The Sewer User Fee is generally based on water consumption and C4 agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to JSEWD, P.O. Box 731, Nicholasville, Kentucky 40356. JSEWD will calculate and bill C4 or the appropriate user for such Sewer User Fees, which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees shall be subject to a late penalty and interest as set forth in the Code. Further, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.
- (c) If required, C4 shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD.
- (d) Pre-treatment permit fees/ Extra strength fees (when applicable) shall be paid to LFUCG in accordance with the Code, Section 16-46 and Schedule B of Section 16-49.

5. Lien To Secure Payment of Connection Fees and Additional Fees. JSEWD shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien shall attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by JSEWD.

6. Sanitary Sewer and Storm Water Management Installations. To induce JSEWD and LFUCG to provide sanitary sewer service to the Property, C4 agrees to construct, according to the plans and specifications approved by JSEWD and LFUCG as reflected in Exhibit "3", all on site and off-site installations and facilities required by LFUCG to connect to the existing facilities of LFUCG and JSEWD, if any, to provide sanitary sewer service to the Property, including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. To also induce JSEWD and LFUCG

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By Stephanie Dumbrowski
Executive Director

to provide sanitary sewer service to the Property, C4 shall size and construct, at its sole cost and expense, the proposed sanitary sewer facilities in a manner that provides the sanitary sewer capacity necessary to service all 1) developed/un-served upstream properties; and 2) undeveloped upstream properties in accordance with JSEWD'S Sanitary Sewer Master Plan, LFUCG Watershed, North Jessamine County, Kentucky, Jessamine-South Elkhorn Water District, March 2006. To further induce JSEWD and LFUCG to provide sanitary sewer service to the Property, C4 agrees to construct, according to the plans and specifications approved by Jessamine County, JSEWD and LFUCG as reflected in Exhibit "4", all on-site storm water facilities. The procedures for the design and construction of the storm water system shall comply with the same procedures outlined in numerical paragraph seven (7) herein for sanitary sewer systems with the exception that the applicable regulations for storm water management installations shall be substituted for those applicable to sanitary sewers. The foregoing improvements, both sanitary and storm water systems, may be referred to as the "Improvements" and Exhibits "3" and "4" may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the JSEWD and/or LFUCG gravity system shall be specified by JSEWD. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station. Odor control facilities shall be constructed as directed by JSEWD. If any pump stations are classified as "temporary" on the Plans, C4 will, at its own cost and secured by a bond or a letter of credit, connect to the gravity line as same becomes available and shall remove such "temporary" stations.

7. Procedures for the Property Sewer System. C4 agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of the LFUCG Department of Public Works, Jessamine County and JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

- (a) During construction of the Improvements, Jessamine County, JSEWD and LFUCG shall have the right to inspect such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans and JSEWD shall also have the right to halt construction, if necessary, in the event of non-compliance by C4. C4 shall also provide JSEWD and LFUCG with periodic written certifications by C4's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.
- (b) At least seven (7) days prior to final inspection by JSEWD and LFUCG, C4 shall provide JSEWD with two (2) sets of mylar of the "as built" plans, prepared by C4's engineer, showing the location of all installations related to the Improvements as constructed. C4 shall provide JSEWD five (5) sets of as-built paving and storm water drainage plans, two (2) copies of the recorded subdivision plat of the Property and two (2) copies (DVD

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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9/3/2008
PAGES 10 TO 11 OF 11
86(2) copies (1)

By Stephanie Dumber
Executive Director

and inspection log) of a TV inspection of the sanitary sewer system. C4 shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.


- (c) Upon completion of construction of the Improvements or any part thereof, C4's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and LFUCG that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal requirements, and as constructed it will function for the purpose for which it was designed. C4 shall provide proof satisfactory to JSEWD that all contractors, sub-contractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system, and final inspection by JSEWD of the Property sanitary sewer system, a letter of acceptance of the Property sanitary sewer system shall be delivered to C4 by JSEWD. No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

8. Use of Property Sanitary Sewer System. The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on permit, inspection and approval by the JSEWD. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

9. Representation and Warranties of C4. In order to induce JSEWD and LFUCG to enter into this Agreement, C4 hereby represents and warrants to JSEWD and LFUCG as follows:

- (a) C4 is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. C4 has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of C4. This Agreement has been duly executed and delivered by C4 and constitutes the legal, valid and binding obligation of C4 enforceable against it in accordance with its terms.
- (b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of, C4's organizational documents, or any other agreement to which C4 is a party.

PUBLIC SERVICE COMMISSION
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SECTION 9 (1)

By 
Executive Director

- (c) C4 covenants to obtain, any consent, approval or authorization of any third party required in connection with C4's execution and delivery of this Agreement or the performance by C4 of the obligations contemplated herein has been obtained.
- (d) C4 has good, valid and marketable title to the Property, free and clear of all liens, encumbrances, leases, restrictions, or other agreements except as referenced on the permitted exceptions attached hereto and incorporated herein as Exhibit "5".
- (e) C4 warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in workmanship. C4 agrees to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of three(3) years after the date of acceptance by JSEWD, relative to the sanitary sewer system, and for a period of one (1) year after the date of C4's engineer's certification relative to the storm sewer system. Each of the time periods shall be secured by a warranty bond or letter of credit posted in favor of JSEWD by C4 which bond or letter of credit shall not be released without prior written approval of LFUCG.
- (f) There are no: (i) Hazardous Materials (as defined below) located on the Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any. Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property.

The term "Hazardous Materials" means and includes, without limitation:

(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii) Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO KY KAR 5:011
SECTION 10

By Stephanie Dumb
Executive Director

biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set seq.); (G) explosive; or (H) radioactive.

- (v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits, decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.
- (g) C4 is designated as the party that is responsible for compliance with all erosion/sediment control measures(Best Management Practices) during construction.
- (h) That neither JSEWD, nor LFUCG have made any representation or guarantee that any sanitary sewer capacity has been reserved for the undeveloped portion of C4's property as described in Exhibit "1" or otherwise and that the capacity approved is for the area to be served as described in Exhibit "2".

10. Easement. C4 hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. C4 agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, C4 further agrees to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto, which, upon request, C4 agrees to convey in fee simple absolute to JSEWD by deed in a form acceptable to JSEWD, in its sole discretion. C4 hereby further agrees that the foregoing grant includes the right of ingress and egress to any part of the Property for the purpose of maintenance and operation of the sanitary sewer system. C4 and JSEWD agree to assign to LFUCG a right of access and ingress and egress to the sanitary sewer system and to the Property.

11. Mortgage Liens. Mortgagees, if any, holding prior liens on the Property or any part thereof, shall be required to subordinate their rights to the rights of JSEWD under this Agreement and the easement dedication herein contemplated.

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OF KENTUCKY
EFFECTIVE
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PURSUANT TO 804 KAR 001
SECTION 9 (1)
By Stephanie Dumbrowski
Executive Director

12. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

LFUCG
Department of Public Works
200 East Main Street
Lexington, Kentucky 40507

With copy to: LFUCG
Department of Law
200 East Main Street
Lexington, Kentucky 40507


Jessamine-South Elkhorn Water District
P.O. Box 731
Nicholasville, KY 40340-0731

With copy to: Bruce E. Smith, Esq.
201 South Main Street
Nicholasville, KY 40356

C2
C3

13. Indemnification. C4 shall indemnify and reimburse JSEWD and LFUCG for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs); and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD and LFUCG, as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of C4 herein; (b) any breach of or noncompliance by C4 with any covenant or agreement of C4 contained in this Agreement; (c) any negligent or wrongful act of the C4, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

14. Compliance with Law. C4 agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. C4 agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of the LFUCG Department of Public Works and the JSEWD relating to sanitary and storm water management systems as set forth herein and agrees to fully comply with same.

PUBLIC SERVICE COMMISSION
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SECTION 9 (1)
By 
Executive Director

15. **Exhibit Incorporation by Reference.** Exhibits 1, 2, 3, 4 and 5 attached hereto are hereby incorporated by reference as if set out fully herein.

16. **Binding Effect, Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. C4's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.


17. **Cost and Attorney's Fees.** JSEWD and LFUCG shall be entitled to recover all costs and reasonable attorney fees incurred connected with the collection of Connection Fees or Additional Fees.

18. **Amendment/Waiver.** No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by either party to insist upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. **Covenants Running with Land.** C4, and its successors in title agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to comply with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a "Covenant Running with the Land", and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

20. **Undertakings.** The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of JSEWD or the LFUCG which would be required under the law had the Property been located entirely in Fayette County, the standard practice of the LFUCG shall be deemed reasonable. Further by review, approval, acceptance or inspection, the JSEWD and LFUCG shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD and LFUCG related to defects, omissions or failures in design, construction or installation.

21. **Governing Law.** This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky, Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court.

PUBLIC SERVICE COMMISSION
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By 
Executive Director

If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

22. Captions. The captions of each section herein are for convenience only and shall not affect the construction hereof.

23. Multiple Copies. This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

24. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supercedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto.

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
ITS: MAYOR

C2

BY: _____

NAME: C7

ITS: C8

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

BY: _____
ITS: CHAIRMAN

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Stephanie Dumbrowski
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 6

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____

APPENDIX

Site Specific Agreement
(Multiple Phase Project)

Lexington-Fayette Urban County Government (LFUCG)

And

Jessamine-South Elkhorn Water District (JSEWD)


DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Executive Director

SITE SPECIFIC AGREEMENT/MULTIPLE PHASE(LFUCG) – RE: (PROJECT NAME)

This Site Specific Agreement (the "Agreement") is made and entered into C1, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, hereinafter "LFUCG"; JESSAMINE-SOUTH ELKHORN WATER DISTRICT, hereinafter "JSEWD"; and C2, hereinafter "C4".

WITNESSETH:

WHEREAS, C4 owns real estate located in Jessamine County, Kentucky, as more particularly described in Exhibit "1" and as shown on the Site Plan in Exhibit "2", attached hereto (the "Property"); and

WHEREAS, C4 proposes to develop the Property in phases; and

WHEREAS, the parties acknowledge that there is limited sanitary sewer capacity available; and

WHEREAS, the parties further acknowledge the importance of and the interrelationship of storm water as it may impact sanitary sewer collection and conveyance; and

WHEREAS, conditioned upon C4's compliance with and subject to the terms and conditions of this Agreement, JSEWD and LFUCG are willing to provide sanitary sewer service to the Property.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, C4, JSEWD and LFUCG hereby covenant and agree as follows:

1. Sewer Capacity. The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed C5 gallons per day (average daily flow) for sewage collection and conveyance.

2. Agreement to Serve. Conditioned upon C4's full compliance with the LFUCG's Code of Ordinances, including but not limited to Chapter 16, all administrative regulations, rules, practices and procedures of the LFUCG Department of Public Works (i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewers and Pump Stations), and the rates, rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time, (all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer facilities by C4, JSEWD and LFUCG agree to permit connection of the sanitary sewer facilities installed by C4 to the existing facilities of LFUCG and JSEWD, if any, and to provide sanitary sewer utility service to the Property. C4 expressly agrees

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 1

By Stephanie Dumbrowski
Executive Director

that the constructed sanitary sewer facilities shall be conveyed to JSEWD upon completion of construction and approval for acceptance. Although it is expressly acknowledged by C4 that JSEWD may require that there be connections to the Property sanitary sewer system provided to adjoining properties, C4 expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer or storm water facilities to be constructed without the prior written authorization from JSEWD.

Notwithstanding the conditions which must be met herein before C4 can convey the sanitary sewer infrastructure being constructed hereunder to JSEWD and before JSEWD will accept such conveyance, JSEWD may, upon the exercise of its sole and unfettered discretion which may not be compelled by any party hereto, permit taps to the sanitary sewer infrastructure being constructed if, and only if, the following conditions are present:

- (1) The sanitary sewer line to which the proposed tap is to be made is tested and fully operational;
- (2) The sanitary and storm sewer project to be constructed hereunder is substantially completed;
- (3) A punch list has been generated and given to C4 which has an agreed upon timeline for completion;
- (4) C4 agrees to permit an adjoining development, which has been completed and conveyed to JSEWD to connect to C4's substantially completed infrastructure; and
- (5) C4 posts a subdivision bond or verifies that a subdivision bond is already in place to guarantee completion of the punch list.

C4 hereby agrees to fully indemnify and hold JSEWD completely harmless from all loss, costs and expense, including attorneys fees and court costs, which JSEWD may sustain by reason of the exercise of its discretion pursuant to this literary paragraph.

It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for C4 by JSEWD or LFUCG, or an agreement by JSEWD and LFUCG to collect, convey, treat or in any way manage storm water. C4 shall have the right to develop the Property in C6A phases. Each phase must be consecutively completed within C6 days of each other from the date this Agreement is executed. Furthermore, the parties hereto agree that in the event C4 fails to complete all requirements under this Agreement as scheduled above, or the average daily flows at the West Hickman Creek Treatment Plant equal or exceed 90% of such treatment plant's permitted daily design capacity, then, and in either of such events, this agreement shall automatically expire and become a nullity, but only as to facilities not under construction.

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3. Connection Fees. C4 agrees to pay the sum approved by the Kentucky Public Service Commission and, in addition, the amount of LFUCG sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection, conveyance and treatment by JSEWD and LFUCG. The Connection Fees shall be paid upon the issuance of letter of acceptance by JSEWD to C4 pursuant to Section 7(c) hereof related to the Property's sanitary sewer system or any part thereof.

4. Additional Fees. In addition to the Connection Fees heretofore referenced, C4 agrees to pay the full cost of sewer service to the Property, including, but not limited to the following additional charges and fees (the "Additional Fees"):

- (a) C4 shall have paid all reasonable charges assessed by JSEWD and LFUCG for plan review, construction inspection, testing, and other services of JSEWD and/or LFUCG in any way related to the sanitary sewer system.
- (b) C4 shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code. The Sewer User Fee is generally based on water consumption and C4 agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to JSEWD, P.O.Box 731, Nicholasville, Kentucky 40340-0731. JSEWD will calculate and bill C4 or the appropriate user for such Sewer User Fees, which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees shall be subject to a late penalty and interest as set forth in the Code. Further, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.
- (c) If required, C4 shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD.
- (d) Pre-treatment permit fees/ Extra strength fees (when applicable) shall be paid to LFUCG in accordance with the Code, Section 16-46 and Schedule B of Section 16-49.

5. Lien To Secure Payment of Connection Fees and Additional Fees. JSEWD shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien shall attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by JSEWD.

6. Sanitary Sewer and Storm Water Management Installations. To induce JSEWD and LFUCG to provide sanitary sewer service to the Property, C4 agrees to construct, according to the plans and specifications approved by JSEWD and LFUCG as reflected in Exhibit 3, all on site and off-site installations and facilities required by LFUCG to connect to the existing facilities of LFUCG and JSEWD, if any, to provide sanitary sewer service to the Property,

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including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. To also induce JSEWD and LFUCG to provide sanitary sewer service to the Property, C4 shall size and construct, at its sole cost and expense, the proposed sanitary sewer facilities in a manner that provides the sanitary sewer capacity necessary to service all 1) developed/un-served upstream properties; and 2) undeveloped upstream properties in accordance with JSEWD's Sanitary Sewer Master Plan, LFUCG Watershed, North Jessamine County, Kentucky, Jessamine-South Elkhorn Water District, March 2006. To further induce JSEWD and LFUCG to provide sanitary sewer service to the Property, C4 agrees to construct, according to the plans and specifications approved by Jessamine County, JSEWD and LFUCG as reflected in Exhibit "4", all on-site storm water facilities. The procedures for the design and construction of the storm water system shall comply with the same procedures outlined in numerical paragraph seven (7) herein for sanitary sewer systems with the exception that the applicable regulations for storm water management installations shall be substituted for those applicable to sanitary sewers. The foregoing improvements, both sanitary and storm water systems, may be referred to as the "Improvements" and Exhibits "3" and "4" may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the JSEWD and/or LFUCG gravity system shall be specified by JSEWD. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station. Odor control facilities shall be constructed as directed by JSEWD. If any pump stations are classified as "temporary" on the Plans, C4 will, at its own cost and secured by a bond or letter of credit, connect to the gravity line as same becomes available and shall remove such "temporary" pump stations.

7. Procedures for the Property Sewer System. C4 agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of the LFUCG Department of Public Works, Jessamine County and JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

- (a) During construction of the Improvements, Jessamine County, JSEWD and LFUCG shall have the right to inspect such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans and JSEWD shall have the right to halt construction, if necessary, in the event of non-compliance hereunder by C 4. C4 shall also provide JSEWD and LFUCG with periodic written certifications by C4's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.
- (b) At least seven (7) days prior to final inspection by JSEWD and LFUCG of any phase, C4 shall provide JSEWD with two (2) sets of mylars of the "as-built" plans, prepared by C4's engineer, showing the location of all

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installations related to the Improvements as constructed. C4 shall provide JSEWD five (5) sets of as-built paving and storm water drainage plans, two (2) copies of the recorded subdivision plat of the Property and two(2) copies (DVD and inspection log) of a TV inspection of the sanitary sewer system. C4 shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.


- (c) Upon completion of construction of the Improvements for each phase, C4's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and LFUCG that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal requirements, and as constructed it will function for the purpose for which it was designed. C4 shall provide proof satisfactory to JSEWD that all contractors, sub-contractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system, and final inspection by JSEWD of the Property sanitary sewer system, a letter of acceptance of the Property sanitary sewer system shall be delivered to C4 by JSEWD . No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

8. Use of Property Sanitary Sewer System. The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on permit, inspection and approval by the JSEWD. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

9. Representation and Warranties of C4. In order to induce JSEWD and LFUCG to enter into this Agreement, C4 hereby represents and warrants to JSEWD and LFUCG as follows:

- (a) C4 is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. C4 has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of C4. This Agreement has been duly executed and delivered by C4 and constitutes the legal, valid and binding obligation of C4 enforceable against it in accordance with its terms.
- (b) The execution and delivery of this Agreement does not, and the

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performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of, C4's organizational documents, or any other agreement to which C4 is a party.

- (c) C4 covenants to obtain, any consent, approval or authorization of any third party required in connection with C4's execution and delivery of this Agreement or the performance by C4 of the obligations contemplated herein has been obtained.
- (d) C4 has good, valid and marketable title to the Property, free and clear of all liens, encumbrances, leases, restrictions, or other agreements except as referenced on the permitted exceptions attached hereto and incorporated herein as Exhibit "5".
- (e) C4 warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in workmanship. When and if the first phase is completed and accepted by JSEWD, C4 shall post a bond or letter of credit which guarantees the completion of all remaining phases hereunder. The amount of the bond or letter of credit shall be 125% of JSEWD's estimate of the cost of completion. C4 agrees to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of three(3) years after the date of acceptance by JSEWD, relative to each phase of the sanitary sewer system, and for a period of one (1) year after the date of C4's engineer's certification relative to each phase of the storm sewer system. Each of the time periods shall be secured by a warranty bond or letter of credit posted in favor of JSEWD by C4 which bond or letter of credit shall not be released without prior written approval of LFUCG.
- (f) There are no: (i) Hazardous Materials (as defined below) located on the Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any. Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property.

The term "Hazardous Materials" means and includes, without limitation:

- (i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances or solid waste" in any of the Environmental Laws (defined below);
- (ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 171.101) or by the

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U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii) Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set seq.); (G) explosive; or (H) radioactive.


(v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits, decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.

(g) C4 is designated as the party that is responsible for compliance with all erosion/sediment control measures(Best Management Practices) during construction.

(h) That neither JSEWD, nor LFUCG have made any representation or guarantee that any sanitary sewer capacity has been reserved for the undeveloped portion of C4's property as described in Exhibit "1" or otherwise and that the capacity approved is for the area to be served as described in Exhibit "2".

10. Easement. C4 hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. C4 agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, C4 further agrees to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto, which, upon request, C4 agrees to convey in fee simple absolute to JSEWD by deed in a

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form acceptable to JSEWD, in its sole discretion.. C4 hereby further agrees that the foregoing grant includes the right of ingress and egress to any part of the Property for the purpose of maintenance and operation of the sanitary sewer system. C4 and JSEWD agree to assign to LFUCG a right of access and ingress and egress to the sanitary sewer system and to the Property.

11. Mortgage Liens. Mortgagees, if any, holding prior liens on the Property, or any part thereof, shall be required to subordinate their rights to the rights of JSEWD under this Agreement and the easement dedication herein contemplated.

12. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

LFUCG
Department of Public Works
200 East Main Street
Lexington, Kentucky 40507

With copy to: LFUCG
Department of Law
200 East Main Street
Lexington, Kentucky 40507

Jessamine-South Elkhorn Water District
P.O. Box 731
Nicholasville, KY 40340-0731

With copy to: Bruce E. Smith, Esq.
201 South Main Street
Nicholasville, KY 40356

C2
C3

13. Indemnification. C4 shall indemnify and reimburse JSEWD and LFUCG for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs), and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD and LFUCG, as a result of, or with respect to, or arising from (a) any breach or inaccuracy of any representation or warranty of C4 herein; (b) any

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breach of or noncompliance by C4 with any covenant or agreement of C4 contained in this Agreement; (c) any negligent or wrongful act of the C4, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

14. Compliance with Law. C4 agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. C4 agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of the LFUCG Department of Public Works and the JSEWD relating to sanitary and storm water management systems as set forth herein and agrees to fully comply with same.

15. Exhibit Incorporation by Reference. Exhibits 1, 2, 3, 4 and 5 attached hereto are hereby incorporated by reference as if set out fully herein.

16. Binding Effect, Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. C4's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.

17. Cost and Attorney's Fees. JSEWD and LFUCG shall be entitled to recover all costs and reasonable attorney fees incurred connected with the collection of Connection Fees or Additional Fees.

18. Amendment/Waiver. No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by either party to insist upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. Covenants Running with Land. C4, and its successors in title agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to comply with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a "Covenant Running with the. Land", and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

20. Undertakings. The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of JSEWD or the LFUCG which would be required under the law had the Property been located entirely in Fayette County, the standard practice of the LFUCG shall be deemed reasonable. Further by review,

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approval, acceptance or inspection, the JSEWD and LFUCG shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD and LFUCG related to defects, omissions or failures in design, construction or installation.

21. Governing Law. This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky, Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court.

If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

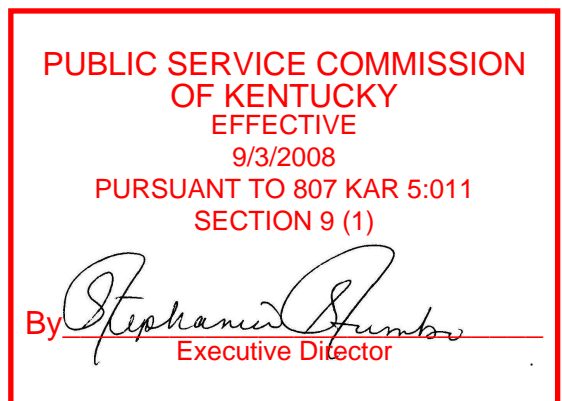
22. Captions. The captions of each section herein are for convenience only and shall not affect the construction hereof.

23. Multiple Copies. This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

24. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supercedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto.

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

SIGNATURES APPEAR ON FOLLOWING PAGE



LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
ITS: MAYOR

C4

BY: _____

NAME: C7

ITS: C8

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

BY: _____
ITS: CHAIRMAN

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By Stephanie Dumbrowski
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 7

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

SHEET NO. _____

Jessamine-South Elkhorn Water District
(Name of Utility)

APPENDIX

Site Specific Agreement
(Single User Phase)


Lexington-Fayette Urban County Government (LFUCG)

And

Jessamine-South Elkhorn Water District (JSEWD)


DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
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Executive Director

SEWER SYSTEM EVALUATION AGREEMENT/SINGLE USER – (LFUCG)

THIS CONTRACT is made on C1 _____, 20__ by and between C2 of C3 (hereinafter “C4”) and the Jessamine-South Elkhorn Water District, a Kentucky rural water and sewer district created under KRS Chapter 74, of P.O.Box 731, Nicholasville, Kentucky 40340-0731 (hereinafter “JSEWD”);

WITNESSETH:

WHEREAS, JSEWD is a duly organized and operating entity offering sewage collection services in a defined area of Jessamine County (hereinafter “Service Area”);

WHEREAS, C4 owns a residence and lot within the Service Area which is more commonly known as C5; and

WHEREAS, C4 desires to initiate the process to obtain sewage collection services with JSEWD and JSEWD desires to explore the possibility of providing such services and seeking approval for the treatment of such sewage by the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter “LFUCG”) or any other governmental entity that provides approved treatment facilities;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the C4 and JSEWD agree as follows:

1. C4 shall restrict its discussions in the furtherance of obtaining such sewage collection and treatment services to JSEWD, its employees and its specified agents (i.e. Horne Engineering, Inc. and Bruce E. Smith Law Offices, PLLC); however, C4 may gather information from any and all sources available in the furtherance of presenting and gaining approval of its application by JSEWD.

2. C4 shall pay all legal, administrative, engineering or other costs incurred by JSEWD associated with the consideration of the provision of such services under this contract, and such costs shall be paid to JSEWD as billed.

3. If approved to proceed by JSEWD, C4 shall then, and only then, submit construction plans which shall be drafted in accordance with the policy, procedures, rules and requirements of the LFUCG and JSEWD for the design and construction of the proposed sewage collection system and the proposed storm sewer system.

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SECTION 1**

By Stephanie Dumb
Executive Director

SITE SPECIFIC AGREEMENT/SINGLE USER (LFUCG) – RE: (PROJECT NAME)

This Site Specific Agreement (the "Agreement") is made and entered into C1, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, hereinafter "LFUCG"; JESSAMINE-SOUTH ELKHORN WATER DISTRICT, hereinafter "JSEWD"; and C2, hereinafter "C4".

WITNESSETH:

WHEREAS, C4 owns real estate located in Jessamine County, Kentucky, as more particularly described in Exhibit "1" and as shown on the Site Plan in Exhibit "2", attached hereto (the "Property"); and

WHEREAS, the parties acknowledge that there is limited sanitary sewer capacity available; and

WHEREAS, the parties further acknowledge the importance of and the interrelationship of storm water as it may impact sanitary sewer collection and conveyance; and

WHEREAS, conditioned upon C4's compliance with and subject to the terms and conditions of this Agreement, JSEWD and LFUCG are willing to provide sanitary sewer service to the Property.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, C4, JSEWD and LFUCG hereby covenant and agree as follows:

1. **Sewer Capacity.** The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed C5 gallons per day (average daily flow) for sewage collection and conveyance.

2. **Agreement to Serve.** Conditioned upon C4's full compliance with the LFUCG'S Code of Ordinances, including but not limited to Chapter 16, all administrative regulations, rules, practices and procedures of the LFUCG Department of Public Works (i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewers and Pump Stations), and the rates, rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time, (all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer facilities by C4, JSEWD and LFUCG agree to permit connection of the sanitary sewer facilities installed by C4 to the existing facilities of LFUCG and JSEWD, if any, and to provide sanitary sewer utility service to the Property. C4 expressly agrees that the constructed sanitary sewer facilities shall be conveyed to JSEWD upon completion of construction and approval for acceptance. Although it is expressly acknowledged by C4 that

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JSEWD may require that there be connections to the Property sanitary sewer system provided to adjoining properties, C4 expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer or storm water facilities to be constructed without the prior written authorization from JSEWD.


It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for C4 by JSEWD or LFUCG, or an agreement by JSEWD and LFUCG to collect, convey, treat or in any way manage storm water. Furthermore, the parties hereto agree that in the event C4 fails to complete all requirements under this Agreement within C6 days from the date of same, or the average daily flows at the West Hickman Creek Treatment Plant equal or exceed 90% of such treatment plant's permitted daily design capacity, then, and in either of such events, this agreement shall automatically expire and become a nullity, but only as to facilities not under construction.

3. Connection Fees. C4 agrees to pay the sum approved by the Kentucky Public Service Commission and, in addition, the amount of LFUCG sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection, conveyance and treatment by JSEWD and LFUCG. The Connection Fees shall be paid upon the issuance of letter of acceptance by JSEWD to C4 pursuant to Section 7(c) hereof related to the Property's sanitary sewer system or any part thereof.

4. Additional Fees. In addition to the Connection Fees heretofore referenced, C4 agrees to pay the full cost of sewer service to the Property, including, but not limited to the following additional charges and fees (the "Additional Fees"):

- (a) C4 shall have paid all reasonable charges assessed by JSEWD and LFUCG for plan review, construction inspection, testing, and other services of JSEWD and/or LFUCG in any way related to the sanitary sewer system.
- (b) C4 shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code. The Sewer User Fee is generally based on water consumption and C4 agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to JSEWD, P.O. Box 731, Nicholasville, Kentucky 40356. JSEWD will calculate and bill C4 or the appropriate user for such Sewer User Fees, which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees shall be subject to a late penalty and interest as set forth in the Code. Further, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.
- (c) If required, C4 shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD.

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- (d) Pre-treatment permit fees/ Extra strength fees (when applicable) shall be paid to LFUCG in accordance with the Code, Section 16-46 and Schedule B of Section 16-49.

5. Lien To Secure Payment of Connection Fees and Additional Fees. JSEWD shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien shall attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by JSEWD.

6. Sanitary Sewer and Storm Water Management Installations. To induce JSEWD and LFUCG to provide sanitary sewer service to the Property, C4 agrees to construct, according to the plans and specifications approved by JSEWD and LFUCG as reflected in Exhibit "3", all on site and off-site installations and facilities required by LFUCG to connect to the existing facilities of LFUCG and JSEWD, if any, to provide sanitary sewer service to the Property, including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. To also induce JSEWD and LFUCG to provide sanitary sewer service to the Property, C4 shall size and construct, at its sole cost and expense, the proposed sanitary sewer facilities in a manner that provides the sanitary sewer capacity necessary to service all 1) developed/un-served upstream properties; and 2) undeveloped upstream properties in accordance with JSEWD'S Sanitary Sewer Master Plan, LFUCG Watershed, North Jessamine County, Kentucky, Jessamine-South Elkhorn Water District, March 2006. To further induce JSEWD and LFUCG to provide sanitary sewer service to the Property, C4 agrees to construct, according to the plans and specifications approved by Jessamine County, JSEWD and LFUCG as reflected in Exhibit "4", all on-site storm water facilities. The procedures for the design and construction of the storm water system shall comply with the same procedures outlined in numerical paragraph seven (7) herein for sanitary sewer systems with the exception that the applicable regulations for storm water management installations shall be substituted for those applicable to sanitary sewers. The foregoing improvements, both sanitary and storm water systems, may be referred to as the "Improvements" and Exhibits "3" and "4" may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the JSEWD and/or LFUCG gravity system shall be specified by JSEWD. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station. Odor control facilities shall be constructed as directed by JSEWD. If any pump stations are classified as "temporary" on the Plans, C4 will, at its own cost and secured by a bond or a letter of credit, connect to the gravity line as same becomes available and shall remove such "temporary" stations.


7. Procedures for the Property Sewer System. C4 agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of the LFUCG Department of Public Works,

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Executive Director

Jessamine County and JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

- (a) During construction of the Improvements, Jessamine County, JSEWD and LFUCG shall have the right to inspect such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans and JSEWD shall also have the right to halt construction, if necessary, in the event of non-compliance by C4. C4 shall also provide JSEWD and LFUCG with periodic written certifications by C4's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.
- (b) At least seven (7) days prior to final inspection by JSEWD and LFUCG, C4 shall provide JSEWD with two (2) sets of mylars of the "as-built" plans, prepared by C4's engineer, showing the location of all installations related to the Improvements as constructed. C4 shall provide JSEWD five (5) sets of as-built paving and storm water drainage plans, two (2) copies of the recorded subdivision plat of the Property and two(2) copies (DVD and inspection log) of a TV inspection of the sanitary sewer system. C4 shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.
- (c) Upon completion of construction of the Improvements or any part thereof, C4's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and LFUCG that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal requirements, and as constructed it will function for the purpose for which it was designed. ^C4 shall provide proof satisfactory to JSEWD that all contractors, sub-contractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system, and final inspection by JSEWD of the Property sanitary sewer system, a letter of acceptance of the Property sanitary sewer system shall be delivered to C4 by JSEWD . No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

8. Use of Property Sanitary Sewer System. The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on permit, inspection and approval by the JSEWD. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

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9. Representation and Warranties of C4. In order to induce JSEWD and LFUCG to enter into this Agreement, C4 hereby represents and warrants to JSEWD and LFUCG as follows:

- (a) C4 is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. C4 has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of C4. This Agreement has been duly executed and delivered by C4 and constitutes the legal, valid and binding obligation of C4 enforceable against it in accordance with its terms.
- (b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of, C4's organizational documents, or any other agreement to which C4 is a party.
- (c) C4 covenants to obtain, any consent, approval or authorization of any third party required in connection with C4's execution and delivery of this Agreement or the performance by C4 of the obligations contemplated herein has been obtained.
- (d) C4 has good, valid and marketable title to the Property, free and clear of all liens, encumbrances, leases, restrictions, or other agreements except as referenced on the permitted exceptions attached hereto and incorporated herein as Exhibit "5".
- (e) C4 warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in workmanship. C4 agrees to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of three(3) years after the date of acceptance by JSEWD, relative to the sanitary sewer system, and for a period of one (1) year after the date of C4's engineer's certification relative to the storm sewer system. Each of the time periods shall be secured by a warranty bond or letter of credit posted in favor of JSEWD by C4 which bond or letter of credit shall not be released without prior written approval of LFUCG.
- (f) There are no: (i) Hazardous Materials (as defined below) located on the Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any Environmental Laws (defined below); (ii) underground and storage tanks

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which have been located on or under the Property.

The term "Hazardous Materials" means and includes, without limitation:

(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

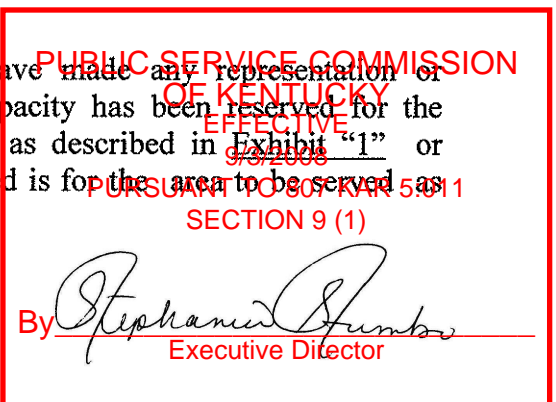
(iii) Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set seq.); (G) explosive; or (H) radioactive.

(v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits, decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.

(g) C4 is designated as the party that is responsible for compliance with all erosion/sediment control measures(Best Management Practices) during construction.

(h) That neither JSEWD, nor LFUCG have made any representation or guarantee that any sanitary sewer capacity has been reserved for the undeveloped portion of C4's property as described in Exhibit "1" or otherwise and that the capacity approved is for the area to be served as described in Exhibit "2".



10. Easement. C4 hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. C4 agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, C4 further agrees to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto, which, upon request, C4 agrees to convey in fee simple absolute to JSEWD by deed in a form acceptable to JSEWD, in its sole discretion. C4 hereby further agrees that the foregoing grant includes the right of ingress and egress to any part of the Property for the purpose of maintenance and operation of the sanitary sewer system. C4 and JSEWD agree to assign to LFUCG a right of access and ingress and egress to the sanitary sewer system and to the Property.

11. Mortgage Liens. Mortgagees, if any, holding prior liens on the Property, or any part thereof, shall be required to subordinate their rights to the rights of JSEWD under this Agreement and the easement dedication herein contemplated.

12. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

LFUCG
Department of Public Works
200 East Main Street
Lexington, Kentucky 40507

With copy to: LFUCG
Department of Law
200 East Main Street
Lexington, Kentucky 40507

Jessamine-South Elkhorn Water District
P.O. Box 731
Nicholasville, KY 40340-0731

With copy to: Bruce E. Smith, Esq.
201 South Main Street
Nicholasville, KY 40356

C2

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By 
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13. Indemnification. C4 shall indemnify and reimburse JSEWD and LFUCG for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs); and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD and LFUCG, as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of C4 herein; (b) any breach of or noncompliance by C4 with any covenant or agreement of C4 contained in this Agreement; (c) any negligent or wrongful act of the C4, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

14. Compliance with Law. C4 agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. C4 agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of the LFUCG Department of Public Works and the JSEWD relating to sanitary and storm water management systems as set forth herein and agrees to fully comply with same.

15. Exhibit Incorporation by Reference. Exhibits 1, 2, 3, 4 and 5 attached hereto are hereby incorporated by reference as if set out fully herein.

16. Binding Effect, Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. C4's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.

17. Cost and Attorney's Fees. JSEWD and LFUCG shall be entitled to recover all costs and reasonable attorney fees incurred connected with the collection of Connection Fees or Additional Fees.

18. Amendment/Waiver. No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by either party to insist upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. Covenants Running with Land. C4, and its successors in title agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to comply

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with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a "Covenant Running with the Land", and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

20. Undertakings. The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of JSEWD or the LFUCG which would be required under the law had the Property been located entirely in Fayette County, the standard practice of the LFUCG shall be deemed reasonable. Further by review, approval, acceptance or inspection, the JSEWD and LFUCG shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD and LFUCG related to defects, omissions or failures in design, construction or installation.

21. Governing Law. This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky, Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court.

If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

22. Captions. The captions of each section herein are for convenience only and shall not affect the construction hereof.

23. Multiple Copies. This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

24. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supercedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto.

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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By 
Executive Director

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
ITS: MAYOR

C2

BY: _____

NAME: C7

ITS: C8

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

BY: _____
ITS: CHAIRMAN

g:\...USEWD\Sanitary\PSC Tariff Submission\Site Specific Agreement-single user - LFUCG 073008

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By Stephanie Dumbrowski
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 8

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____

APPENDIX

Sewer System Evaluation Agreement

City of Wilmore (COW)

And

Jessamine-South Elkhorn Water District (JSEWD)

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
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By 
Executive Director

SEWER SYSTEM EVALUATION AGREEMENT(WILMORE)

THIS CONTRACT is made on C1 ____200__, by and between C2 of C3 (hereinafter C4) and the Jessamine-South Elkhorn Water District, a Kentucky rural water and sewer district created under KRS Chapter 74, of 107 South Main Street, Nicholasville, Kentucky 40356 (hereinafter "JSEWD");

WITNESSETH:

WHEREAS, JSEWD is a duly organized and operating entity offering sewage collection services in a defined area of Jessamine County (hereinafter "Service Area");

WHEREAS, C4 is proposing to develop a parcel of real estate (C5 acres) within the Service Area for C6 purposes which is more commonly known as C7 and located near C8; and

WHEREAS, C4 desires to initiate the process to obtain sewage collection services with JSEWD and JSEWD desires to explore the possibility of providing such services and seeking approval for the treatment of such sewage by the City of Wilmore (hereinafter "CITY") or any other governmental entity that provides approved treatment facilities;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the C4 and JSEWD agree as follows:

1. C4 shall restrict its discussions in the furtherance of obtaining such sewage collection and treatment services to JSEWD, its employees and its specified agents (i.e. Horne Engineering, Inc. and Bruce E. Smith Law Offices, PLLC); however, C4 may gather information from any and all sources available in the furtherance of presenting and gaining approval of its application by JSEWD.

2. C4 shall pay all legal, administrative, engineering or other costs incurred by JSEWD associated with the consideration of the provision of such services under this contract, and such costs shall be paid to JSEWD as billed.

3. To enable JSEWD to assess the feasibility of providing sewage collection and treatment for C7, C4 shall provide two (2) copies of all of the information listed on the attached Checklist (Exhibit "A") to JSEWD's consulting engineer, Horne Engineering, Inc.

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By Stephanie Rumber
Executive Director

5. JSEWD agrees that upon receipt of all of the information from C4, as reflected on the Checklist, that it will discuss with C4 and CITY connection to and treatment of the sewage by the LFUCG system.

6. If approved to proceed by JSEWD, C4 shall then, and only then, submit construction plans which shall be drafted in accordance with the policy, procedures, rules and requirements of the CITY and JSEWD for the design and construction of the proposed sewage collection system and the proposed storm sewer system.

7. C4 acknowledges the existence and possible future applicability of the attached agreement (Exhibit "B") between JSEWD and CITY, and the possible future execution of a Site Specific Agreement with JSEWD and CITY similar to that attached as Exhibit "C". C4 agrees that such Site Specific Agreement, in the same form as that which is attached, shall be signed if the District approves the provisions of sewer service.

8. C4 acknowledges that no future construction of the sanitary sewer system or the storm sewer system shall occur prior to the issuance of a construction permit by the Kentucky Division of Water and the signing of a Site Specific Agreement with JSEWD and JSEWD. C4 further acknowledges that JSEWD and CITY shall have the right to enter upon C4's property from time to time to inspect and monitor the proposed project, if approved. C4 further agrees that JSEWD may halt construction of the sanitary sewer system at any time if it is discovered that C4 or its contractors are deviating from the approved plans and specifications. Any changes to these plans and specifications are subject to the prior written approval of JSEWD.

9. C4 acknowledges that it shall have to pay all fees of JSEWD and the CITY relative to the sanitary sewer system, including but not limited to all permit fees, tap fees and connection fees, if a system is approved for C7.

10. C4 acknowledges that the proposed sanitary sewer system, which may be constructed, shall be conveyed to JSEWD and that JSEWD will retain the complete and final authority to determine the future extension and use of such system by third parties, if constructed.

11. C4 acknowledges and agrees that if the project is approved, it will construct a storm sewer system for C7 in accordance with the terms of the Site Specific Agreement and subject to inspection by CITY during and after construction. C4 also agrees that CITY shall have the right to halt construction of the storm sewer system at an

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Executive Director

EXHIBIT A

Sewer System Evaluation Agreement

1. General graphic and written description of the proposed sanitary sewer collection system for the project. Including but not limited to:
 - a. Enlarged 7 1/2' quad sheet (1"=200') outlining the project area and the limits of the drainage basin(s) in which the project is located.
 - b. General location of proposed and existing pump stations, if required.
 - c. Location of proposed connection to existing sewer force main and/or gravity lines.
 - d. General description of the proposed use and zones of the project area.

NOTE: The final location and type (i.e., gravity or force) of connection to the existing system shall be determined by the District.

2. Preliminary calculations as to maximum sewage flow at each connection.

NOTE: Under District's adopted policy, applicant is to design and size piping and/or wet well to serve his proposed development as well as the entire drainage basin upstream of his project.

3. Time schedule for planning/engineering, construction and completion of the project.
4. Anticipated date of application for KDOW construction permit.
5. Identify any requirement for pretreatment or grease traps.

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By 
Executive Director

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of Nov, 2005, by and between the City of Wilmore (hereinafter "Wilmore"), a municipal government duly created and existing pursuant to the provisions of Kentucky Revised Statutes and the Jessamine-South Elkhorn Water District (hereinafter "Water District"), a water district duly created and existing pursuant to the provisions of Kentucky Revised Statutes Chapter 74.

WITNESSETH:

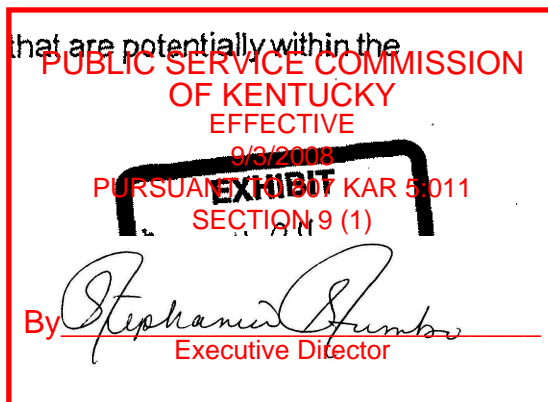
WHEREAS, the parties to this Agreement mutually agree that the citizens of Wilmore and Jessamine County are best served by the most efficient and environmentally sound wastewater collection and treatment system; and

WHEREAS, the parties to this Agreement support sound Regional Planning and joint utilization of public infrastructure and services; and

WHEREAS, the parties to this Agreement support efficient and cost effective provision of governmental services; and

WHEREAS, the parties to this Agreement support sound environmental planning; and

WHEREAS, the City of Wilmore, in the document entitled "201 Wastewater Facilities Plan for The City of Wilmore, Kentucky", a plan for the orderly and efficient collection and treatment of wastewater to serve area growth and depicted portions of Jessamine County outside the corporate limits of Wilmore that are potentially within the Wilmore treatment plant service area; and



WHEREAS, Wilmore updated its, 201 Plan (New Facilities Plan), pursuant to KRS Chapter 224A and 401 KAR 5:006 approved by the Wilmore City Council; and

WHEREAS, The 2004 Comprehensive Plan adopted by the Jessamine County/City of Wilmore Joint Planning Commission on October 12, 2004 indicates that urban type residential (i.e.; R-1, R1V, R-2, etc.) should occur in areas accessible to public sewers; and

WHEREAS, it can be expected that there will be re-zoning requests and development pressures within and on the outside fringe of Wilmore's 201 Planning Area; and

WHEREAS, both parties do hereby agree and concur that it is in the best interest of the citizenry of Wilmore and Jessamine County that such development occurs on public sewer so that the health and welfare of the citizens of Wilmore and Jessamine County may be protected; and

WHEREAS, the Jessamine Fiscal Court by Resolution duly adopted and of record in Fiscal Court Order Book 28, Page 626, has designated the Water District as the proper agency to provide sewage disposal services in the Service Area described herein, with arrangements as permitted by law to be made between Wilmore and the Water District for the treatment of sewage; and

WHEREAS, the Water District, by Resolution, duly adopted on August 9, 1995, resolved pursuant to KRS 74.407 to provide for a sewer system within its territorial boundaries and adjoining areas, which includes the Service Area described herein; and

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WHEREAS, the Water District has received approval from the Kentucky Division of Water for its regional Facilities Plan pursuant to KRS Chapter 224 and 401 KAR. 5:006 and said plan states that the Water District should be the operator of systems to provide sewer systems to the service area; and

WHEREAS, the Water District has determined that sewage generated in the Service Area, as described hereinafter, should be treated by Wilmore at its Wastewater Treatment Plant or other facility, instead of in a wastewater treatment facility constructed and owned by the Water District; and

WHEREAS, the Water District has determined treatment of sewage by Wilmore generated in the Service Area would be in the best interest of the residents of the Service Area;

NOW, THEREFORE, for and in consideration of the mutual promises and obligations made and exchanged in this Agreement, Wilmore and the Water District (hereinafter collectively referred to as the "Parties") agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement the following terms and phrases shall have the following meanings:

a) "Clean water" includes but is not limited to storm water, surface water, ground runoff, subsurface drainage, sump pit water, roof runoff, cooling water or unpolluted industrial process water.

b) "Connections to Wilmore's sewer system" directly to Wilmore's existing sewer system.

means connections made
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By Stephanie Hunter
Executive Director

c) "Infiltration" means water other than wastewater that enters a sewer system from the ground through means such as defective pipes, pipe joints, connections, manholes, or by any other means.

d) "Inflow" means water other than wastewater that enters a sewer system from means such as roof leaders, yard drains, area drains, drains from springs or swampy areas, openings in manhole covers, cross connections with storm sewers, catch basins, cooling towers, storm waters, source runoff, street wash waters, drainage, or any other source which directs rainwater into the sewer system.

e) "Excessive infiltration and inflow" means a high groundwater or rainfall induced sewage flow rate in all or any portion of the Water District's sewer lines exceeding either:

[1] 300 gallons per capita per day based on the maximum flow received during a twenty-four (24) hour period exclusive of industrial flow; or

[2] More than 150 gallons per capita per day based on the annual average of daily flows for the most recent twelve (12) months exclusive of industrial flow.

f) "Service Area" means all that area within the territorial boundary of the Jessamine South Elkhorn Water District that is outside the corporate limits (2005) of the City of Nicholasville and City of Wilmore.

g) "Sewage" means the water carried human or animal wastes, including septic effluent, from residences, buildings, or other places, together with industrial wastes or underground, surface, storm or other water, as may be present but does not include septic solid waste or sewer sludge.

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h) "Sewer line" means sewer lines, pump stations, force mains and other constructions or devices used for collecting, transporting, pumping, measuring or disposing of sewage.

i) "Sewer system" means, individually and collectively, the network of sewer lines, pump stations, force mains and other constructions or devices that discharge into a wastewater treatment plant.

j) "Wastewater treatment plant" means a facility owned and operated by a public body used for the treatment and disposal of sewage.

2. **WILMORE'S OPTION TO TREAT.** Whether or not Wilmore treats sewage generated by a specific property, shall be left to Wilmore's discretion, and this Agreement shall not be construed as the assumption by Wilmore of an obligation to treat the sewage of any applicant under this Agreement.

Provided, however, no property in the Service Area shall be permitted to connect to Wilmore's sewer system if:

a) Inadequate capacity exists in Wilmore's existing sewer lines at the time the property applies for connection (including capacity that will be required for approved Wilmore development plans), based upon Wilmore's duly adopted and printed engineering standards, procedures, manuals, and policies in effect at the time of application, and plans to finance and construct new sewer lines or to replace or improve existing sewer lines have not been approved by Wilmore; or

b) The sewage treatment plant's average daily flows equal or exceed 85% of the treatment plant's permitted average daily design capacity. In such case the remaining treatment plant capacity shall be exclusively reserved for City of Wilmore

development needs, and no additional properties in the Service Area shall be permitted to connect to Wilmore's sewer system until such time as the treatment plant's treatment capacity has been expanded.

3. **CONSTRUCTION COSTS.** The Water District agrees that the developer and/or applicant shall pay all costs related to construction of sewer lines and appurtenances necessary to transport sewage from the applicant's project to Wilmore's sewer system. The Water District agrees to cause the applicants to pay all easement acquisition, engineering, legal, construction, and other costs of any kind, related to improving, upgrading, up-sizing, or expanding Wilmore's existing network of sewer lines, pump stations, force mains and other constructions or devices that discharge into a wastewater treatment plant, if such is necessary to transport sewage from the applicant's project to Wilmore's treatment plant.

4. **SITE SPECIFIC SERVICE AGREEMENTS.** The Water District agrees to give Wilmore written notice of the proposed connection of any property to Wilmore's sewer system a minimum of one (1) month before an application for a KDOW Construction permit is filed for the property, to allow Wilmore sufficient time to review available sewer line and treatment plant capacity, inflow and infiltration conditions, and to allow sufficient time to draft a proposed site specific service agreement. The Parties agree that no property shall connect to Wilmore's sewer system until Wilmore and the Water District have entered into a site specific service agreement with the appropriate person or entity having legal authority to enter into an agreement affecting the property (hereinafter referred to as "Developer"). Wilmore agrees that it shall approve all site specific service agreements if:

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a) Technical aspects of the planned sanitary sewer lines, and other infrastructure elements of the development meets or exceeds Wilmore's duly adopted and printed infrastructure requirements existing at the time of submittal for similar Wilmore developments in existence at the time of submittal. Wilmore shall rely on its staff and may retain other outside consultant for such determination; and

b) The terms and conditions of the site specific service agreement fully comply with the terms and conditions set forth in this Agreement.

The parties agree, however, that Wilmore may withhold approval of any site specific service agreement if the Water District has failed to eliminate excessive infiltration and inflow. Wilmore may require the site specific service agreement to include any term or condition that it usually and normally requires in its duly adopted and printed regulations for sanitary sewer lines and other infrastructure elements of any similar development in Wilmore, and shall include the following:

[1] Detailed plans, construction specifications, timelines for connection, and agreement on the specific amount of treatment capacity requested of Wilmore to provide service to the property;

[2] An agreement by the Developer to pay the full cost of sewer service to the property, including but not limited to design and construction costs, plan review fees, Wilmore's consultant fees, legal fees, inspection fees and incidental service fees, including general contract administration and emergency services. Also, the Developer shall agree that any tap-on fees, extra strength sewer charges, sewer use fees, and any and/or all fees normally charged by Wilmore to its customers shall be paid by the end user of the system or the Developer;

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[3] An agreement by the Developer that all sewer facilities on the property shall be designed, constructed, and inspected, warranted, certified, bonded, or assured according to Wilmore's duly adopted and printed engineering standards, manuals, procedures, and policies in effect at the time of construction, which would be applicable to similar developments in Wilmore.

[4] An agreement by the Developer to fully comply with Wilmore's pretreatment ordinance, as the same may be amended from time to time.

5. **OWNERSHIP OF FACILITIES AND PERMITS.** The Parties agree that legal title to all sewer lines eight (8) inches in diameter or greater, all force mains and all pumping stations and appurtenances (i.e., chemical feed equipment) downstream from the connection to Wilmore's sewer system, shall be vested in the Water District in a document recorded in the Jessamine County Clerk's Office. All easements obtained by the Water District shall grant Wilmore full access to the aforementioned improvements. The Parties further agree that individual property owners, property owner associations, private developers, and other persons or entities shall have no ownership interest in such lines or pump stations. The Water District agrees that it and/or sewer applicant shall have sole responsibility and Wilmore shall have no responsibility for obtaining all federal, state or local sanitary sewer permits required to operate and maintain sewer lines owned by the Water District. The Water District further agrees to obtain a Kentucky Intermunicipal Operational permit issued pursuant to 401 KAR 5:005.

6. **SEWAGE PRETREATMENT.** The Water District agrees to comply and to require its agents, developers, and customers to comply with Wilmore's pretreatment

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ordinances in Wilmore's Ordinance # 481-99, Sewer Use Ordinance, as the same may be amended from time to time. The Parties agree that Wilmore shall have sole authority to issue pretreatment permits to an applicant and to establish pretreatment standards and requirements which shall be the same as those established for users in the City of Wilmore. Furthermore, the Parties agree that Wilmore shall have the right and responsibility for assessment of an extra strength treatment surcharge against the permitted applicants.

The Parties agree that any property in the Service Area subject to Wilmore's pretreatment ordinances which applies for or receives sanitary sewer service may be required to construct a sewer system access "test" manhole and Wilmore shall be provided a full access easement to the manhole in a document recorded in the Jessamine County Clerk's Office. The manhole shall be located outdoors; it shall not be gated; and Wilmore's full and immediate access at all times to the manhole shall not be restricted by the Water District, its agents, Developers, or customers. If requested by Wilmore, the Water District agrees to require the Developers or its customers to install an acceptable wastewater flow measuring device.

7. **CLEAN WATER DISCHARGES.** The Water District agrees to prohibit its customers from discharging through sump pumps, roof drains, ditches or other drains, or any other source, any clean water to any sewer line, and further agrees that it shall take any and all steps reasonable or necessary to prevent or disconnect any such discharge sources.

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8. **INFILTRATION AND INFLOW.** If requested by Wilmore, the Water District agrees to require the Developers or its customers to install wastewater flow measuring devices as required by the site specific service agreements approved by Wilmore, pursuant to Section 4 above, capable of accurately recording and documenting actual sewage flows into Wilmore's sewer system. Wilmore and the Water District shall determine the point of location of each such measuring device. If installed, the Water District agrees to require the Developers or its customers to pay all costs related to purchase and installation of the measuring devices.

Should Wilmore elect not to require installation of measuring devices on new installations and construction, this shall not prevent Wilmore from requiring installation, by the Water District, of measuring devices at a later time if Wilmore presents evidence that shows excessive infiltration or inflow.

If such installed measuring devices records excessive infiltration or inflow, as defined by Section 1.e herein, Wilmore shall provide written notice by certified mail to the Water District. Upon receipt of such notice, the Water District agrees to fully comply with 401 KAR 5:005, Section 9(4) (5) (6) and (7).

If the Water District has not eliminated excessive infiltrations and inflow within eighteen (18) months after Wilmore's notice to the Water District, Wilmore may deny further connections to Wilmore's sewer system.

Within sixty (60) days of written demand from Wilmore, such written demand shall be given after the above stated eighteen (18) months, a treatment plant capacity

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surcharge shall be assessed against the Water District. The surcharge shall be Wilmore's regular sewer user fee at the per gallon rate specified in Ordinance # 500-00, as amended from time to time, for the actual infiltration and inflow amount.

9. **SEWER USER FEES.** The Water District agrees to pay to Wilmore sewer user fees as set forth in the Ordinances (Ordinance # 500-00, Rev: 1/22/01), as the same may be amended from time to time. The user fees shall be calculated based upon the monthly water use of all of the Water District's sewer service customers within the service area, for which Wilmore provides sewage treatment. As specified in Wilmore's Ordinances, an extra strength treatment surcharge may be added by Wilmore, and the Water District shall add to the customer's bill for any month in which Wilmore's sampling shows that the sewage discharge exceeds specified parameters for suspended solids, ammonia, nitrogen, or biochemical oxygen demand, or other parameters as the ordinance is amended from time to time.

The monthly sewer user fees shall be charged by Wilmore directly to the Water District on a single invoice each month, and shall be paid by the Water District directly to Wilmore each month by the due date specified on the invoice.

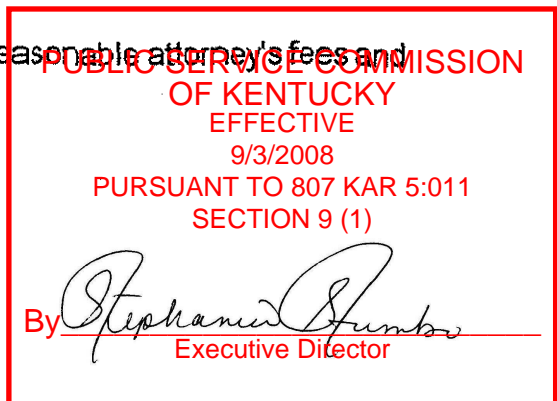
To facilitate sewer user fee billing and unless Wilmore provides water service, the Water District shall provide Wilmore a printout showing the water use by each sewer customer in the Service Area and a monthly statement of the total chargeable water use for sewer customers served hereunder. The printout shall show each customer's name, water service account number, service address, meter reading for the month, and

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volume of water use for the month. Wilmore shall have the right of reasonable access to Water District records for the purpose of auditing individual water consumption figures furnished by the Water District, and the Water District shall have reasonable access to Wilmore records for purpose of auditing the accuracy of Wilmore charges to the Water District.

The Water District agrees that Wilmore shall have the right to periodically adjust sewer user and other fees it charges all customers within Wilmore and the customers served hereunder, and it agrees to pay such revised rates. Wilmore agrees to give the Water District, its agents, developers, or customers the same advance notice of such fee increases as is provided to other Wilmore customers.

10. **FAILURE TO PAY.** The Water District agrees that if it or its agents, the developers, or its customers fail to pay any costs, fees, user fee, surcharge fee, or other fee or cost of any kind provided for in this Agreement, Wilmore may pursue any available equitable or legal remedy, and shall be entitled to recover all reasonable costs of collection, including reasonable attorneys fees and court costs, and additionally, may prohibit any future connections of properties to its sewer system, or after thirty (30) days written notice to the Water District, or its agents, the Developers, or its customers, disconnect any such nonpaying customers from Wilmore's sewer system. Likewise Wilmore agrees that if it, or its agents, fail to comply with its obligations hereunder, the Water District may pursue any available equitable or legal remedy, and shall be entitled to recover all reasonable costs of enforcement, including reasonable attorney's fees and court costs from Wilmore.



11. **DIVERSION OF FLOWS.** The Parties also agree that the Water District in its sole and absolute discretion may divert sewage flows from properties served hereunder from an existing connection to Wilmore's system to another publicly owned treatment plant facility in Jessamine County, but such diversion shall not serve as the basis for any claim against Wilmore, by the Water District, for a refund of any past payments under this Agreement, nor shall it create any grounds for a claim by Wilmore, financial or otherwise, against the Water District.

12. **NOTICE PROVISIONS.**

All notices required under this Agreement shall be by certified mail directed to:

To City of Wilmore:

Office of the Mayor
City of Wilmore
335 East Main Street
Wilmore, KY 40390

and

Director of Utilities
City of Wilmore
335 East Main Street
Wilmore, KY 40390

To the Water District:

Chairperson
Jessamine-South Elkhorn Water District
107 South Main Street, PO Box 731
Nicholasville, KY 40356

13. **GOVERNING LAW.** This Agreement has been entered into in Jessamine County, Kentucky, and shall be interpreted under and governed by the laws of the

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Commonwealth of Kentucky. The Parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky, and the Parties acknowledge that venue shall be proper in such court.

14. **DURATION AND TERMINATION.** The duration of this Agreement shall be for a term of forty (40) years, or for such longer term as may be necessary to comply with the terms of any loan, grant or bond issue which the Water District obtains or receives for the purpose of constructing, operating or maintaining its sewer lines. This Agreement shall be automatically renewed for a like term unless the Parties give a written agreement to terminate.

This Agreement may be terminated at any time upon mutual written agreement of the Water District and Wilmore, but termination of the Agreement shall not provide the basis for a claim by the Water District against Wilmore for a refund of any past payment of any sums to Wilmore under this Agreement, nor shall it create a basis for any claim by Wilmore, financial or otherwise, against the Water District.

15. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on Wilmore, the Water District, and their respective successors and assigns.

16. **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court, or by the Public Service Commission or other administrative body of competent jurisdiction, such holding shall not invalidate and render unenforceable all other provisions herein, except to the extent of any obligations that remain outstanding.

17. **INTERPRETATION.** Wilmore and the Water District agree that both have participated in the drafting and negotiation of this Agreement

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not be interpreted against either party by virtue of having participated in such drafting and negotiation.

18. **CAPTIONS.** The captions of this Agreement are for convenience only and are not to be construed as part of the Agreement, nor as defining, nor limiting in any way the scope of the provisions herein.

19. **ENTIRE AGREEMENT.** This Agreement supersedes all previous sewer agreements, oral or written, between Wilmore and the Water District, and represents the entire agreement between the Parties. No other agreements or representations, oral or written, have been made by Wilmore or the Water District. This Agreement may not be altered, modified, or amended, except in a writing properly executed and approved by Wilmore and the Water District.

IN WITNESS WHEREOF, the Parties hereto have caused their authorized respective signatures to be affixed hereto by their proper officers duly authorized, all as of the day and year first above written.

JESSAMINE - SOUTH ELKHORN WATER DISTRICT

By: *L. Nicholas Strong*
ITS: Chairman

ATTEST: *John T. Blackford*

Pursuant to Resolution *Agenda*

Passed *11/1/05*

[Signature]
Secretary

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By *Stephanie Dumbo*
Executive Director

By: David L. Rainwater

ITS: Mayor

ATTEST: David L. Rainwater

Pursuant to Resolution 11-2005

Passed November 9, 2005

Colleen Beardsley

City Clerk

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By: Stephanie Dumbrowski
Executive Director

SITE SPECIFIC AGREEMENT/SINGLE PHASE(WILMORE) -RE: (PROJECT NAME)

This Site Specific Agreement (the "Agreement") is made and entered into C1 _____, 200_, by and between the CITY OF WILMORE, Kentucky, 335 East Main Street, Wilmore, Kentucky 40390, hereinafter "WILMORE"; JESSAMINE-SOUTH ELKHORN WATER DISTRICT, hereinafter "JSEWD"; and C2, hereinafter C4.

WITNESSETH:

WHEREAS, C4 owns real estate located in Jessamine County, Kentucky, as more particularly described in Exhibit "1" and as shown on the Site Plan in Exhibit "2", attached hereto (the "Property"); and

WHEREAS, the parties acknowledge that there is limited sanitary sewer capacity available; and

WHEREAS, conditioned upon C4's compliance with and subject to the terms and conditions of this Agreement, JSEWD and WILMORE are willing to provide sanitary sewer service to the Property.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, C4, JSEWD and WILMORE hereby covenant and agree as follows:

1. Sewer Capacity. The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed C5 gallons per day (average daily flow) for sewage collection and conveyance.

2. Agreement to Serve. Conditioned upon C4's full compliance with the WILMORE Ordinances, and the rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time, (all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer facilities by C4, JSEWD and WILMORE agree to permit connection of the sanitary sewer facilities installed by C4 to the existing facilities of WILMORE and JSEWD, if any, and to provide sanitary sewer utility service to the Property. C4 expressly agrees that the constructed sanitary sewer facilities shall be conveyed to JSEWD upon completion of construction and approval for acceptance. Although it is expressly acknowledged by C4 that JSEWD may require that there be connections to the Property sanitary sewer system provided to adjoining properties, C4 expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer to be constructed without the prior written authorization from JSEWD.

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Notwithstanding the conditions which must be met herein before C4 can convey the sanitary sewer infrastructure being constructed hereunder to JSEWD and before JSEWD will accept such conveyance, JSEWD may, upon the exercise of its sole and unfettered discretion which may not be compelled by any party hereto, permit taps to the sanitary sewer infrastructure being constructed if, and only if, the following conditions are present:

- (1) The sanitary sewer line to which the proposed tap is to be made is tested and fully operational;
- (2) The sanitary and storm sewer project to be constructed hereunder is substantially completed;
- (3) A punch list has been generated and given to C4 which has an agreed upon timeline for completion;
- (4) C4 agrees to permit an adjoining development, which has been completed and conveyed to JSEWD to connect to C4's substantially completed infrastructure; and
- (5) C4 posts a subdivision bond or verifies that a subdivision bond is already in place to guarantee completion of the punch list.

C4 hereby agrees to fully indemnify and hold JSEWD completely harmless from all loss, costs and expense, including attorneys fees and court costs, which JSEWD may sustain by reason of the exercise of its discretion pursuant to this literary paragraph.

It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for C4 by JSEWD or WILMORE. Furthermore, the parties hereto agree that in the event C4 fails to complete all requirements under this Agreement within C6 ____ days from the date of same, then, and in such event, this agreement shall automatically expire and become a nullity, but only as to facilities not under construction.

3. Connection Fees. C4 agrees to pay the sum approved by the Kentucky Public Service Commission, and, in addition, the amount of Wilmore sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection, conveyance and treatment by JSEWD and WILMORE. The Connection Fee shall be paid upon the issuance of a letter of acceptance by JSEWD to C4 pursuant to Section 7 (c) hereof related to the Property's sanitary sewer system or any part thereof.

4. Additional Fees. In addition to the Connection Fees hereinafter referenced, C4 agrees to pay the following additional charges and fees (the "Additional Fees"):

- (a) C4 shall have paid all reasonable charges assessed by JSEWD and WILMORE for plan review, construction inspection, testing and other

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services of JSEWD in any way related to the sanitary sewer system. A schedule for the rates to be charged in connection with these services are attached hereto as Exhibit "3".

- (b) C4 shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code. The Sewer User Fee is generally based on water consumption and C4 agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to JSEWD, P.O.Box 731, Nicholasville, Kentucky 40340-0731. JSEWD will calculate and bill C4 for the Sewer User Fees, which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees shall be subject to a late penalty and interest as set forth in the Code. Further, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.
- (c) If required, C4 shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD.
- (d) Pre-treatment permit fees/ extra strength fees (when applicable) shall be paid to WILMORE.

5. Lien To Secure Payment of Connection Fees and Additional Fees. JSEWD shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien shall attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by JSEWD.

6. Sanitary Sewers. To induce JSEWD and WILMORE to provide sanitary sewer service to the Property, C4 agrees to construct, according to the plans and specifications approved by JSEWD and WILMORE as reflected in Exhibit "4", all on site and off-site installations and facilities required by WILMORE to connect to the existing facilities of WILMORE and JSEWD, if any, to provide sanitary sewer service to the Property, including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. The foregoing improvements may be referred to as the "Improvements" and Exhibit "4" may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the JSEWD and/or WILMORE gravity system shall be specified by JSEWD. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station. Odor control facilities shall be constructed as directed by JSEWD. If any pump stations are classified as "temporary" on the Plans, C4 will, at its own cost and secured by a bond or a letter of credit, connect to the gravity line as same becomes available and shall remove such "temporary" pump stations.

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7. **Procedures for the Property Sewer System.** C4 agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of WILMORE, Jessamine County and JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

- (a) During construction of the Improvements, Jessamine County, JSEWD and WILMORE shall have the right to inspect such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans. C4 shall also provide JSEWD and WILMORE with monthly written certifications by C4's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.
- (b) At least seven (7) days prior to final inspection by JSEWD and WILMORE, C4 shall provide JSEWD with two (2) sets of mylars of the "as-built" plans, prepared by C4's engineer, showing the location of all installations related to the Improvements as constructed. C4 shall provide JSEWD two (2) copies of the recorded subdivision plat of the Property and two (2) copies (DVD and inspection log) of a TV inspection of the sanitary sewer system. In addition, all of the foregoing copies and plans shall be provided at the appropriate times to JSEWD in electronic form. C4 shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.
- (c) Upon completion of construction of the Improvements or any part thereof, C4's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and WILMORE that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal requirements, and as constructed it will function for the purpose for which it was designed. C4 shall provide proof satisfactory to JSEWD that all contractors, sub-contractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system, and final inspection by JSEWD of the Property sanitary sewer system, a letter of acceptance of the Property sanitary sewer system shall be delivered to C4 by JSEWD. No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

8. **Use of Property Sanitary Sewer System.** The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on

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permit, inspection and approval by the JSEWD. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

9. Representation and Warranties of C4. In order to induce JSEWD and WILMORE to enter into this Agreement, C4 hereby represents and warrants to JSEWD and WILMORE as follows:

- (a) C4 is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. C4 has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of C4. This Agreement has been duly executed and delivered by C4 and constitutes the legal, valid and binding obligation of C4 enforceable against it in accordance with its terms.
- (b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of, C4's organizational documents, or any other agreement to which C4 is a party.
- (c) C4 covenants to obtain, any consent, approval or authorization of any third party required in connection with C4's execution and delivery of this Agreement or the performance by C4 of the obligations contemplated herein has been obtained.
- (d) C4 has good, valid and marketable title to the Property, free and clear of all liens, encumbrances, leases, restrictions, or other agreements except as referenced on the permitted exceptions attached hereto and incorporated herein as Exhibit "5".
- (e) C4 warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in workmanship. C4 agrees to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of three (3) year after the date of acceptance by JSEWD, relative to the sanitary sewer system. The aforementioned time period shall be secured by a bond or letter of credit posted in favor of JSEWD, which bond or letter of credit shall not be released without the prior written approval of WILMORE and JSEWD.
- (f) There are no: (i) Hazardous Materials (as defined below) located on the

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Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property.

The term "Hazardous Materials" means and includes, without limitation:

(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii) Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set seq.); (G) explosive; or (H) radioactive.

(v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits, decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.

(g) C4 is designated as the party that is responsible for compliance with all erosion/sediment control measures (Best Management Practices) during construction.

(h) That neither JSEWD, nor WILMORE have made any representation or guarantee that any sanitary sewer capacity has been reserved for the

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undeveloped portion of C4's property as described in Exhibit "1" or otherwise and that the capacity approved is for the area to be served as described in Exhibit "2".

10. Easement. C4 hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. C4 agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, C4 further agrees to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto, which, upon request, C4 agrees to convey in fee simple absolute to JSEWD by deed in a form acceptable to JSEWD, in its sole discretion. C4 hereby further agrees that the foregoing grant includes the right of ingress and egress to any part of the Property for the purpose of maintenance and operation of the sanitary sewer system. C4 and JSEWD agree to assign to WILMORE a right of access and ingress and egress to the sanitary sewer system and to the Property.

11. Mortgage Liens. Mortgagees, if any, holding prior liens on the Property, or any part thereof, shall be required to subordinate their rights to the rights of JSEWD under this Agreement and the easement dedication herein contemplated.

12. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

City of Wilmore
Department of Public Works
Glass Mill Road
Wilmore, Kentucky 40390

With copy to: Mayor, City of Wilmore
City Hall
335 East Main Street
Wilmore, Kentucky 40390

Chairman, Jessamine-South Elkhorn Water District
P.O. Box 731
Nicholasville, KY 40340-0731

With copy to: Bruce E. Smith, Esq.
201 South Main Street

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**
By Stephanie Rumber
Executive Director

Nicholasville, KY 40356

C2
C3

13. Indemnification. C4 shall indemnify and reimburse JSEWD and WILMORE for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs); and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD and WILMORE, as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of C4 herein; (b) any breach of or noncompliance by C4 with any covenant or agreement of C4 contained in this Agreement; (c) any negligent or wrongful act of the C4, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

14. Compliance with Law. C4 agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. C4 agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of WILMORE and JSEWD relating to sanitary sewer management systems as set forth herein and agrees to fully comply with same.

15. Exhibit Incorporation by Reference. Exhibits 1, 2, 3, 4 and 5 attached hereto are hereby incorporated by reference as if set out fully herein.

16. Binding Effect, Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. C4's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.

17. Cost and Attorney's Fees. JSEWD and WILMORE shall be entitled to recover all costs and reasonable attorney fees incurred connected with the collection of Connection Fees, Additional Fees or any other fees.

18. Amendment/Waiver. No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by either party to insist upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in this Agreement, may, but shall be under no obligation to waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with

respect to any other then existing or subsequent breach thereof.

19. Covenants Running with Land. C4, and its successors in title agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to comply with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a "Covenant Running with the. Land", and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

20. Undertakings. The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of JSEWD or WILMORE which would be required under the law had the Property been located entirely in Wilmore, the standard practices of WILMORE shall be deemed reasonable. Further by review, approval, acceptance or inspection, the JSEWD and WILMORE shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD and WILMORE related to defects, omissions or failures in design, construction or installation.

21. Governing Law. This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky, Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court.

If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

22. Captions. The captions of each section herein are for convenience only and shall not affect the construction hereof.

23. Multiple Copies. This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

24. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supercedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

9 of 10

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

CITY OF WILMORE, KENTUCKY

ATTEST:

CITY CLERK

BY: _____
ITS: MAYOR

C2

WITNESS

BY: _____
NAME: C7
ITS: C8

**JESSAMINE-SOUTH ELKHORN
WATER DISTRICT**

ATTEST:

SECRETARY

BY: _____
ITS: CHAIRMAN

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**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By *Stephanie Dumbrowski*
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 9

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____

APPENDIX

Site Specific Agreement
(Single Phase Project)


City of Wilmore (COW)

And

Jessamine-South Elkhorn Water District (JSEWD)

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

SITE SPECIFIC AGREEMENT/SINGLE PHASE(WILMORE) -RE: (PROJECT NAME)

This Site Specific Agreement (the "Agreement") is made and entered into C1 _____, 200____, by and between the CITY OF WILMORE, Kentucky, 335 East Main Street, Wilmore, Kentucky 40390, hereinafter "WILMORE"; JESSAMINE-SOUTH ELKHORN WATER DISTRICT, hereinafter "JSEWD"; and C2, hereinafter C4.

WITNESSETH:

WHEREAS, C4 owns real estate located in Jessamine County, Kentucky, as more particularly described in Exhibit "1" and as shown on the Site Plan in Exhibit "2", attached hereto (the "Property"); and

WHEREAS, the parties acknowledge that there is limited sanitary sewer capacity available; and

WHEREAS, conditioned upon C4's compliance with and subject to the terms and conditions of this Agreement, JSEWD and WILMORE are willing to provide sanitary sewer service to the Property.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed; C4, JSEWD and WILMORE hereby covenant and agree as follows:

1. Sewer Capacity. The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed C5 gallons per day (average daily flow) for sewage collection and conveyance.

2. Agreement to Serve. Conditioned upon C4's full compliance with the WILMORE Ordinances, and the rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time, (all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer facilities by C4, JSEWD and WILMORE agree to permit connection of the sanitary sewer facilities installed by C4 to the existing facilities of WILMORE and JSEWD, if any, and to provide sanitary sewer utility service to the Property. C4 expressly agrees that the constructed sanitary sewer facilities shall be conveyed to JSEWD upon completion of construction and approval for acceptance. Although it is expressly acknowledged by C4 that JSEWD may require that there be connections to the Property sanitary sewer system provided to adjoining properties, C4 expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer to be constructed without the prior written authorization from JSEWD.

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SECTION 9 (1)
By Stephanie Dumber
Executive Director

Notwithstanding the conditions which must be met herein before C4 can convey the sanitary sewer infrastructure being constructed hereunder to JSEWD and before JSEWD will accept such conveyance, JSEWD may, upon the exercise of its sole and unfettered discretion which may not be compelled by any party hereto, permit taps to the sanitary sewer infrastructure being constructed if, and only if, the following conditions are present:

- (1) The sanitary sewer line to which the proposed tap is to be made is tested and fully operational;
- (2) The sanitary and storm sewer project to be constructed hereunder is substantially completed;
- (3) A punch list has been generated and given to C4 which has an agreed upon timeline for completion;
- (4) C4 agrees to permit an adjoining development, which has been completed and conveyed to JSEWD to connect to C4's substantially completed infrastructure; and
- (5) C4 posts a subdivision bond or verifies that a subdivision bond is already in place to guarantee completion of the punch list.

C4 hereby agrees to fully indemnify and hold JSEWD completely harmless from all loss, costs and expense, including attorneys fees and court costs, which JSEWD may sustain by reason of the exercise of its discretion pursuant to this literary paragraph.

It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for C4 by JSEWD or WILMORE. Furthermore, the parties hereto agree that in the event C4 fails to complete all requirements under this Agreement within C6 ____ days from the date of same, then, and in such event, this agreement shall automatically expire and become a nullity, but only as to facilities not under construction.

3. Connection Fees. C4 agrees to pay the sum approved by the Kentucky Public Service Commission, and, in addition, the amount of Wilmore sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection, conveyance and treatment by JSEWD and WILMORE. The Connection Fee shall be paid upon the issuance of a letter of acceptance by JSEWD to C4 pursuant to Section 7 (c) hereof related to the Property's sanitary sewer system or any part thereof.

4. Additional Fees. In addition to the Connection Fees hereinafter referenced, C4 agrees to pay the following additional charges and fees (the "Additional Fees"):

- (a) C4 shall have paid all reasonable charges assessed by JSEWD and WILMORE for plan review, construction inspection, testing and other

PUBLIC SERVICE COMMISSION
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SECTION 9(1)
By Stephanie Dumb
Executive Director


services of JSEWD in any way related to the sanitary sewer system. A schedule for the rates to be charged in connection with these services are attached hereto as Exhibit "3".

- (b) C4 shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code. The Sewer User Fee is generally based on water consumption and C4 agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to JSEWD, P.O.Box 731, Nicholasville, Kentucky 40340-0731. JSEWD will calculate and bill C4 for the Sewer User Fees, which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees shall be subject to a late penalty and interest as set forth in the Code. Further, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.
- (c) If required, C4 shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD.
- (d) Pre-treatment permit fees/ extra strength fees (when applicable) shall be paid to WILMORE.

5. Lien To Secure Payment of Connection Fees and Additional Fees. JSEWD shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien shall attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by JSEWD.

6. Sanitary Sewers. To induce JSEWD and WILMORE to provide sanitary sewer service to the Property, C4 agrees to construct, according to the plans and specifications approved by JSEWD and WILMORE as reflected in Exhibit "4", all on site and off-site installations and facilities required by WILMORE to connect to the existing facilities of WILMORE and JSEWD, if any, to provide sanitary sewer service to the Property, including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. The foregoing improvements may be referred to as the "Improvements" and Exhibit "4" may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the JSEWD and/or WILMORE gravity system shall be specified by JSEWD. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station. Odor control facilities shall be constructed as directed by JSEWD. If any pump stations are classified as "temporary" on the Plans, C4 will, at its own cost and secured by a bond or a letter of credit, connect to the gravity line as same becomes available and shall remove such "temporary" pump stations.

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EFFECTIVE
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SECTION 9 (1)
By 
Executive Director

7. **Procedures for the Property Sewer System.** C4 agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of WILMORE, Jessamine County and JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

- (a) During construction of the Improvements, Jessamine County, JSEWD and WILMORE shall have the right to inspect such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans. C4 shall also provide JSEWD and WILMORE with monthly written certifications by C4's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.
- (b) At least seven (7) days prior to final inspection by JSEWD and WILMORE, C4 shall provide JSEWD with two (2) sets of mylars of the "as-built" plans, prepared by C4's engineer, showing the location of all installations related to the Improvements as constructed. C4 shall provide JSEWD two (2) copies of the recorded subdivision plat of the Property and two (2) copies (DVD and inspection log) of a TV inspection of the sanitary sewer system. In addition, all of the foregoing copies and plans shall be provided at the appropriate times to JSEWD in electronic form. C4 shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.
- (c) Upon completion of construction of the Improvements or any part thereof, C4's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and WILMORE that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal requirements, and as constructed it will function for the purpose for which it was designed. C4 shall provide proof satisfactory to JSEWD that all contractors, sub-contractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system, and final inspection by JSEWD of the Property sanitary sewer system, a letter of acceptance of the Property sanitary sewer system shall be delivered to C4 by JSEWD. No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

8. **Use of Property Sanitary Sewer System.** The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on

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OF KENTUCKY

EFFECTIVE
9/3/2008

PURSUANT TO 807 KAR 5.011
SECTION 9.1)

By


Executive Director

permit, inspection and approval by the JSEWD. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

9. Representation and Warranties of C4. In order to induce JSEWD and WILMORE to enter into this Agreement, C4 hereby represents and warrants to JSEWD and WILMORE as follows:

- (a) C4 is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. C4 has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of C4. This Agreement has been duly executed and delivered by C4 and constitutes the legal, valid and binding obligation of C4 enforceable against it in accordance with its terms.
- (b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of, C4's organizational documents, or any other agreement to which C4 is a party.
- (c) C4 covenants to obtain, any consent, approval or authorization of any third party required in connection with C4's execution and delivery of this Agreement or the performance by C4 of the obligations contemplated herein has been obtained.
- (d) C4 has good, valid and marketable title to the Property, free and clear of all liens, encumbrances, leases, restrictions, or other agreements except as referenced on the permitted exceptions attached hereto and incorporated herein as Exhibit "5".
- (e) C4 warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in workmanship. C4 agrees to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of three (3) year after the date of acceptance by JSEWD, relative to the sanitary sewer system. The aforementioned time period shall be secured by a bond or letter of credit posted in favor of JSEWD by C4 which bond or letter of credit shall not be released without the prior written approval of WILMORE and JSEWD.
- (f) There are no: (i) Hazardous Materials (as defined below) located on the

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EFFECTIVE
9/3/2008
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SECTION 3(7)

By Stephanie Dumbrowski
Executive Director

Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property.

The term "Hazardous Materials" means and includes, without limitation:

(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii) Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set seq.); (G) explosive; or (H) radioactive.

(v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits, decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.

(g) C4 is designated as the party that is responsible for compliance with all erosion/sediment control measures (Best Management Practices) during construction.

(h) That neither JSEWD, nor WILMORE have made any representation or guarantee that any sanitary sewer capacity has been reserved for the

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OF KENTUCKY
EFFECTIVE
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SECTION 9(1)

By Stephanie Dumb
Executive Director

undeveloped portion of C4's property as described in Exhibit "1" or otherwise and that the capacity approved is for the area to be served as described in Exhibit "2".

10. Easement. C4 hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. C4 agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, C4 further agrees to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto, which, upon request, C4 agrees to convey in fee simple absolute to JSEWD by deed in a form acceptable to JSEWD, in its sole discretion. C4 hereby further agrees that the foregoing grant includes the right of ingress and egress to any part of the Property for the purpose of maintenance and operation of the sanitary sewer system. C4 and JSEWD agree to assign to WILMORE a right of access and ingress and egress to the sanitary sewer system and to the Property.

11. Mortgage Liens. Mortgagees, if any, holding prior liens on the Property, or any part thereof, shall be required to subordinate their rights to the rights of JSEWD under this Agreement and the easement dedication herein contemplated.

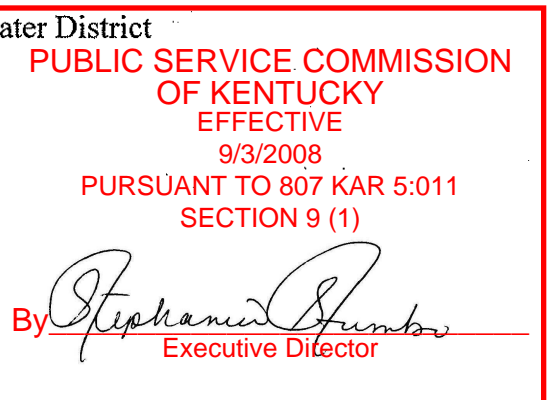
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City of Wilmore
Department of Public Works
Glass Mill Road
Wilmore, Kentucky 40390

With copy to: Mayor, City of Wilmore
City Hall
335 East Main Street
Wilmore, Kentucky 40390

Chairman, Jessamine-South Elkhorn Water District
P.O. Box 731
Nicholasville, KY 40340-0731

With copy to: Bruce E. Smith, Esq.
201 South Main Street



Nicholasville, KY 40356

C2
C3

13. Indemnification. C4 shall indemnify and reimburse JSEWD and WILMORE for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs); and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD and WILMORE, as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of C4 herein; (b) any breach of or noncompliance by C4 with any covenant or agreement of C4 contained in this Agreement; (c) any negligent or wrongful act of the ^C4, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

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18. Amendment/Waiver. No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by either party to insist upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5.011
SECTION 5.9

By 
Executive Director

respect to any other then existing or subsequent breach thereof.

19. Covenants Running with Land. C4, and its successors in title agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to comply with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a "Covenant Running with the Land", and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

20. Undertakings. The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of JSEWD or WILMORE which would be required under the law had the Property been located entirely in Wilmore, the standard practices of WILMORE shall be deemed reasonable. Further by review, approval, acceptance or inspection, the JSEWD and WILMORE shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD and WILMORE related to defects, omissions or failures in design, construction or installation.

21. Governing Law. This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky, Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court.

If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

22. Captions. The captions of each section herein are for convenience only and shall not affect the construction hereof.

23. Multiple Copies. This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

24. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supercedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

CITY OF WILMORE, KENTUCKY

ATTEST:

CITY CLERK

BY: _____
ITS: MAYOR

C2

WITNESS

BY: _____
NAME: C7
ITS: C8

**JESSAMINE-SOUTH ELKHORN
WATER DISTRICT**

ATTEST:

SECRETARY

BY: _____
ITS: CHAIRMAN

g:\...USEWD\Sanitation\psctariffsubmission\Site Specific Agreement/singlephase-Wilmore073008

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By Stephanie Dumbrowski
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 10

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____

APPENDIX

Site Specific Agreement
(Multiple Phase Project)

City of Wilmore (COW)

And

Jessamine-South Elkhorn Water District (JSEWD)

DATE OF ISSUE August 4, 2008
Month / Date / Year


DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

SITE SPECIFIC AGREEMENT/MULTIPLE PHASE (WILMORE)

RE: (PROJECT NAME)

This Site Specific Agreement (the "Agreement") is made and entered into C1 _____, 200_, by and between the CITY OF WILMORE, Kentucky, 335 East Main Street, Wilmore, Kentucky 40390, hereinafter "WILMORE"; JESSAMINE-SOUTH ELKHORN WATER DISTRICT, hereinafter "JSEWD"; and C2, hereinafter C4.

WITNESSETH:

WHEREAS, C4 owns real estate located in Jessamine County, Kentucky, as more particularly described in Exhibit "1" and as shown on the Site Plan in Exhibit "2", attached hereto (the "Property"); and

WHEREAS, the parties acknowledge that there is limited sanitary sewer capacity available; and

WHEREAS, conditioned upon C4's compliance with and subject to the terms and conditions of this Agreement, JSEWD and WILMORE are willing to provide sanitary sewer service to the Property.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, C4, JSEWD and WILMORE hereby covenant and agree as follows:

1. Sewer Capacity. The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed C5 gallons per day (average daily flow) for sewage collection and conveyance.

2. Agreement to Serve. Conditioned upon C4's full compliance with the WILMORE Ordinances, and the rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time, (all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer facilities by C4, JSEWD and WILMORE agree to permit connection of the sanitary sewer facilities installed by C4 to the existing facilities of WILMORE and JSEWD, if any, and to provide sanitary sewer utility service to the Property. C4 expressly agrees that the constructed sanitary sewer facilities shall be conveyed to JSEWD upon completion of construction and approval for acceptance. Although it is expressly acknowledged by C4 that JSEWD may require that there be connections to the Property sanitary sewer system provided to adjoining properties, C4 expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer to be constructed without the prior written authorization from JSEWD.

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OFFICE OF THE CLERK
8/3/2008
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Executive Director

Notwithstanding the conditions which must be met herein before C4 can convey the sanitary sewer infrastructure being constructed hereunder to JSEWD and before JSEWD will accept such conveyance, JSEWD may, upon the exercise of its sole and unfettered discretion which may not be compelled by any party hereto, permit taps to the sanitary sewer infrastructure being constructed if, and only if, the following conditions are present:

- (1) The sanitary sewer line to which the proposed tap is to be made is tested and fully operational;
- (2) The sanitary and storm sewer project to be constructed hereunder is substantially completed;
- (3) A punch list has been generated and given to C4 which has an agreed upon timeline for completion;
- (4) C4 agrees to permit an adjoining development, which has been completed and conveyed to JSEWD to connect to C4's substantially completed infrastructure; and
- (5) C4 posts a subdivision bond or verifies that a subdivision bond is already in place to guarantee completion of the punch list.

C4 hereby agrees to fully indemnify and hold JSEWD completely harmless from all loss, costs and expense, including attorneys fees and court costs, which JSEWD may sustain by reason of the exercise of its discretion pursuant to this literary paragraph.

It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for C4 by JSEWD or WILMORE. C4 shall have the right to develop the Property in C6A phases. Each phase must be consecutively completed within C6 days of each other from the date this Agreement is executed. Furthermore, the parties hereto agree that in the event C4 fails to complete all requirements under this Agreement as scheduled above, then, and in such event, this agreement shall automatically expire and become a nullity, but only as to facilities not under construction.

3. Connection Fees. C4 agrees to pay the sum approved by the Kentucky Public Service Commission, and, in addition, the amount of Wilmore sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection, conveyance and treatment by JSEWD and WILMORE. The Connection Fee shall be paid upon the issuance of a letter of acceptance by JSEWD to C4 pursuant to Section 9 (1) hereof relative to the Property's sanitary sewer system or any part thereof.

4. Additional Fees. In addition to the Connection Fees heretofore referenced, C4 agrees to pay the following additional charges and fees (the "Additional Fees"):

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- (a) C4 shall have paid all reasonable charges assessed by JSEWD and WILMORE for plan review, construction inspection, testing, and other services of JSEWD in any way related to the sanitary sewer system. A schedule for the rates to be charged in connection with these services are attached hereto as Exhibit "3".
- (b) C4 shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code. The Sewer User Fee is generally based on water consumption and C4 agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to JSEWD, P.O.Box 731, Nicholasville, Kentucky 40340-0731. JSEWD will calculate and bill C4 for the Sewer User Fees, which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees shall be subject to a late penalty and interest as set forth in the Code. Further, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.
- (c) If required, C4 shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD.
- (d) Pre-treatment permit fees/ extra strength fees (when applicable) shall be paid to WILMORE.

5. Lien To Secure Payment of Connection Fees and Additional Fees. JSEWD shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien shall attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by JSEWD.

6. Sanitary Sewers. To induce JSEWD and WILMORE to provide sanitary sewer service to the Property, C4 agrees to construct, according to the plans and specifications approved by JSEWD and WILMORE as reflected in Exhibit "4", all on site and off-site installations and facilities required by WILMORE to connect to the existing facilities of WILMORE and JSEWD, if any, to provide sanitary sewer service to the Property, including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. The foregoing improvements may be referred to as the "Improvements" and Exhibit "4" may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the and/or WILMORE gravity system shall be specified by JSEWD. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station. Odor control facilities shall be constructed as directed by JSEWD. If any pump stations are classified as "temporary" on the Plans, C4 will, at its own cost and secured by a bond or a letter of credit,


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Executive Director

connect to the gravity line as same becomes available and shall remove such "temporary" pump stations.

7. **Procedures for the Property Sewer System.** C4 agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of WILMORE, Jessamine County and JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

- (a) During construction of the Improvements, Jessamine County, JSEWD and WILMORE shall have the right to inspect such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans. C4 shall also provide JSEWD and WILMORE with monthly written certifications by C4's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.
- (b) At least seven (7) days prior to final inspection by JSEWD and WILMORE of any phase, C4 shall provide JSEWD with two (2) sets of mylars of the "as-built" plans, prepared by C4's engineer, showing the location of all installations related to the Improvements as constructed. C4 shall provide JSEWD two (2) copies of the recorded subdivision plat of the Property and two (2) copies (DVD and inspection log) of a TV inspection of the sanitary sewer system. In addition, all of the foregoing copies and plans shall be provided at the appropriate times to JSEWD in electronic form. C4 shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.
- (c) Upon completion of construction of the Improvements for each phase, C4's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and WILMORE that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal requirements, and as constructed it will function for the purpose for which it was designed. C4 shall provide proof satisfactory to JSEWD that all contractors, sub-contractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system, and final inspection by JSEWD of the Property sanitary sewer system, a letter of acceptance of the Property sanitary sewer system shall be delivered to C4 by JSEWD. No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

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Executive Director

8. Use of Property Sanitary Sewer System. The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on permit, inspection and approval by the JSEWD. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

9. Representation and Warranties of C4. In order to induce JSEWD and WILMORE to enter into this Agreement, C4 hereby represents and warrants to JSEWD and WILMORE as follows:

- (a) C4 is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. C4 has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of C4. This Agreement has been duly executed and delivered by C4 and constitutes the legal, valid and binding obligation of C4 enforceable against it in accordance with its terms.
- (b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of, C4's organizational documents, or any other agreement to which C4 is a party.
- (c) C4 covenants to obtain, any consent, approval or authorization of any third party required in connection with C4's execution and delivery of this Agreement or the performance by C4 of the obligations contemplated herein has been obtained.
- (d) C4 has good, valid and marketable title to the Property, free and clear of all liens, encumbrances, leases, restrictions, or other agreements except as referenced on the permitted exceptions attached hereto and incorporated herein as Exhibit "5".
- (e) C4 warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in workmanship. When and if the first phase is completed and accepted by JSEWD, C4 shall post a bond or letter of credit which guarantees the completion of all remaining phases hereunder. The amount of the bond or letter of credit shall be 125% of JSEWD's estimate of the cost of completion. C4 agrees to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of

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SECTION 9 (c)

By Stephanie Dumbrowski
Executive Director

three (3) year after the date of acceptance by JSEWD, relative to each phase of the sanitary sewer system. The aforementioned time period shall be secured by a bond or letter of credit posted in favor of JSEWD by C4 which bond or letter of credit shall not be released without the prior written approval of WILMORE and JSEWD.

- (f) There are no: (i) Hazardous Materials (as defined below) located on the Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property.

The term "Hazardous Materials" means and includes, without limitation:


(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii) Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set seq.); (G) explosive; or (H) radioactive.

(v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits, decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.

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By 
Executive Director

- (g) C4 is designated as the party that is responsible for compliance with all erosion/sediment control measures(Best Management Practices) during construction.
- (h) That neither JSEWD, nor WILMORE have made any representation or guarantee that any sanitary sewer capacity has been reserved for the undeveloped portion of C4's property as described in Exhibit "1" or otherwise and that the capacity approved is for the area to be served as described in Exhibit "2".

10. Easement. C4 hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. C4 agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, C4 further agrees to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto, which, upon request, C4 agrees to convey in fee simple absolute to JSEWD by deed in a form acceptable to JSEWD, in its sole discretion. C4 hereby further agrees that the foregoing grant includes the right of ingress and egress to any part of the Property for the purpose of maintenance and operation of the sanitary sewer system. C4 and JSEWD agree to assign to WILMORE a right of access and ingress and egress to the sanitary sewer system and to the Property.

11. Mortgage Liens. Mortgagees, if any, holding prior liens on the Property, or any part thereof, shall be required to subordinate their rights to the rights of JSEWD under this Agreement and the easement dedication herein contemplated.

12. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

City of Wilmore
Department of Public Works
Glass Mill Road
Wilmore, Kentucky 40390

With copy to:

Mayor, City of Wilmore
City Hall
335 East Main Street
Wilmore, Kentucky 40390

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By 
Executive Director

Chairman, Jessamine-South Elkhorn Water District
P.O. Box 731
Nicholasville, KY 40340-0731

With copy to: Bruce E. Smith, Esq.
201 South Main Street
Nicholasville, KY 40356

C2
C3

13. Indemnification. C4 shall indemnify and reimburse JSEWD and WILMORE for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs); and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD and WILMORE, as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of C4 herein; (b) any breach of or noncompliance by C4 with any covenant or agreement of C4 contained in this Agreement; (c) any negligent or wrongful act of the ^C4, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

14. Compliance with Law. C4 agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. C4 agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of WILMORE and JSEWD relating to sanitary sewer management systems as set forth herein and agrees to fully comply with same.


15. Exhibit Incorporation by Reference. Exhibits 1, 2, 3, 4 and 5 attached hereto are hereby incorporated by reference as if set out fully herein.

16. Binding Effect, Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. C4's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.

17. Cost and Attorney's Fees. JSEWD and WILMORE shall be entitled to recover all costs and reasonable attorney fees incurred connected with the collection of Connection Fees, Additional Fees or any other fees.

18. Amendment/Waiver. No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by either party to insist

PUBLIC SERVICE COMMISSION
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EFFECTIVE
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By 
Executive Director

upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. Covenants Running with Land. C4, and its successors in title agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to comply with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a "Covenant Running with the Land", and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

20. Undertakings. The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of JSEWD or WILMORE which would be required under the law had the Property been located entirely in Wilmore, the standard practices of WILMORE shall be deemed reasonable. Further by review, approval, acceptance or inspection, the JSEWD and WILMORE shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD and WILMORE related to defects, omissions or failures in design, construction or installation.

21. Governing Law. This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky, Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court.

If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

22. Captions. The captions of each section herein are for convenience only and shall not affect the construction hereof.

23. Multiple Copies. This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

24. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supercedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto.

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By 
Executive Director

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

ATTEST:

CITY CLERK

CITY OF WILMORE, KENTUCKY

BY: _____
ITS: MAYOR

C2

WITNESS

BY: _____
NAME: C7
ITS: C8

ATTEST:

SECRETARY

**JESSAMINE-SOUTH ELKHORN
WATER DISTRICT**

BY: _____
ITS: CHAIRMAN

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**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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By Stephanie Dumbrowski
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 11

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

SHEET NO. _____

Jessamine-South Elkhorn Water District
(Name of Utility)

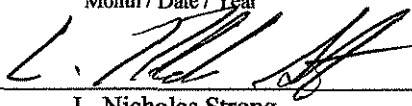
APPENDIX

Standard Installation Details

Onsite Septic Cluster Sewage Treatment and Disposal System


DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

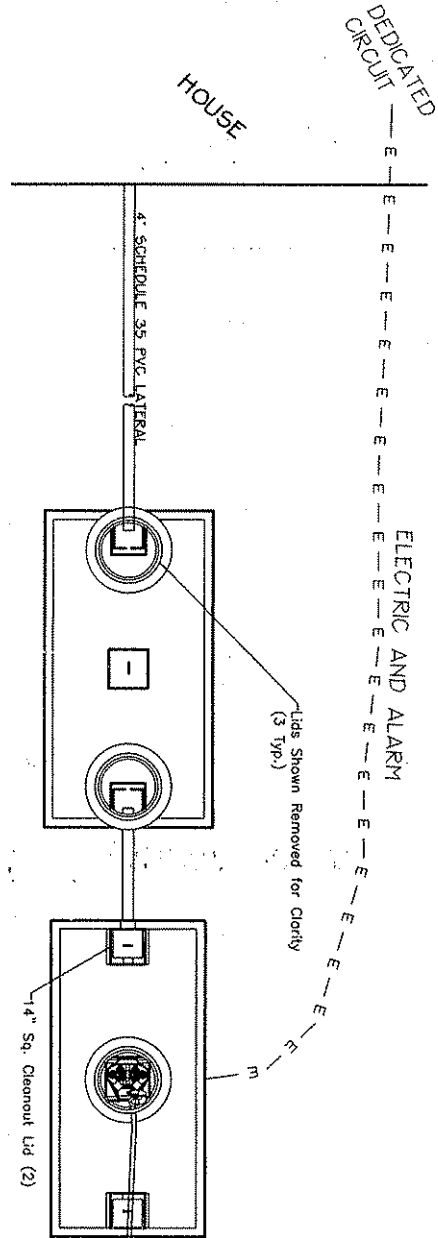
ISSUED BY 
L. Nicholas Strong

TITLE Chairman

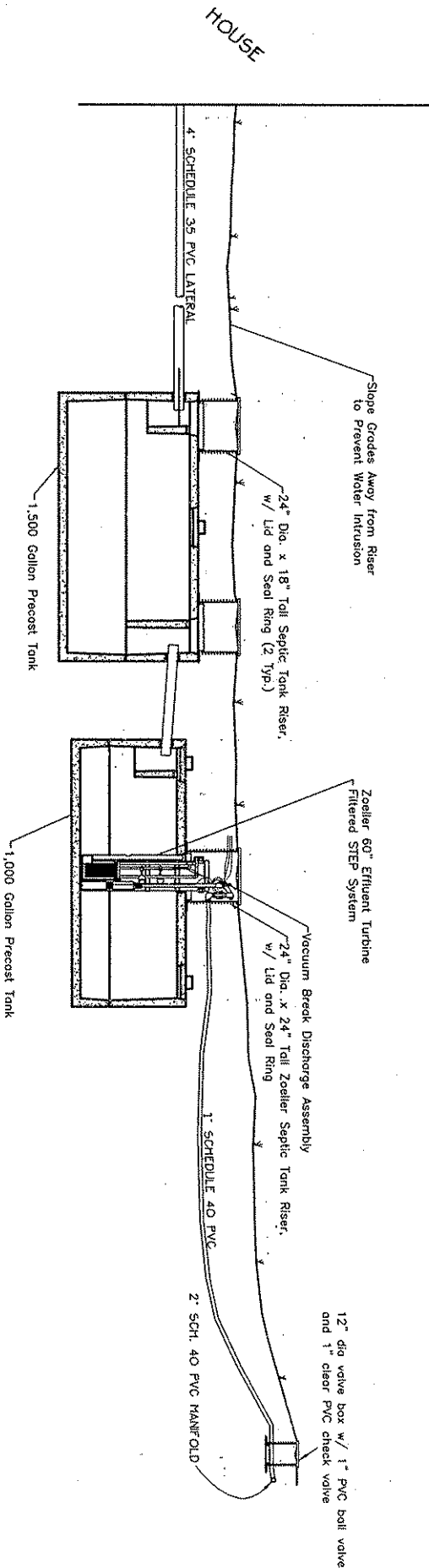
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
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Executive Director

TYPICAL
INSTALLATION DETAIL
ON LOT FACILITY



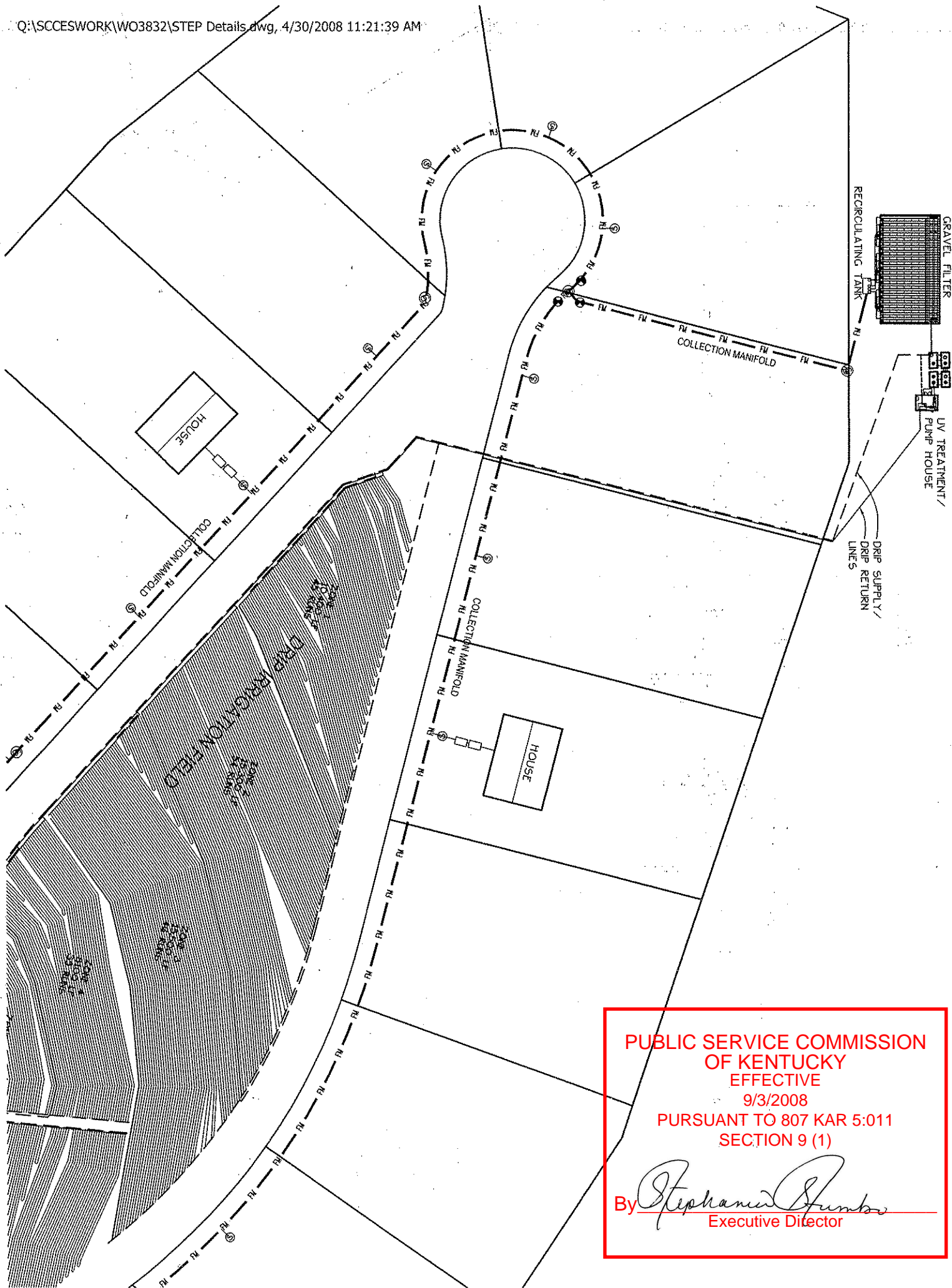
PLAN VIEW



PROFILE VIEW

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
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By *Stephanie Rumberg*
Executive Director



**PUBLIC SERVICE COMMISSION
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SECTION 9 (1)**

By *Stephanie Rumba*
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 12

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____

APPENDIX

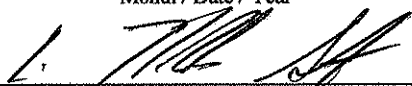
On-site Wastewater Treatment Systems

Installer Agreement

Jessamine-South Elkhorn Water District (JSEWD)


DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Executive Director

Installer Agreement

This Contract is made on AUGUST 7, 2007, by and between the Jessamine-South Elkhorn Water District (hereinafter "DISTRICT"), a Kentucky rural water district created under the provisions of KRS Chapter 74 and located at 107 South Main Street, Nicholasville, KY 40356; and John R. Peel, an individual doing business as John R. Peel Excavating (hereinafter "JRPE") and located at 1077 Sulphur Well Pike, Nicholasville, KY 40356;

WITNESSETH:

WHEREAS, the DISTRICT needs to engage an independent contractor to install the STEP portion of the onsite wastewater treatment systems (hereinafter "OWTS"), which is the part of the system located on the residential lot from the house to the corp stop at the force main manifold and consists of a 1500 gallon, dual compartment septic tank, a 1000 gallon, single compartment pump tank, a septic tank effluent pump assembly, floats and alarms, man-way risers and associated fittings, piping and appurtenances; and

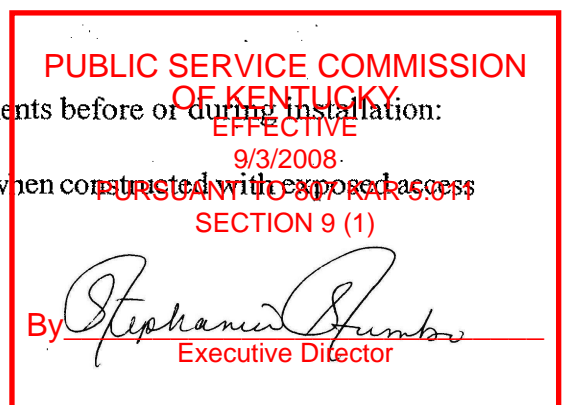
WHEREAS, JRPE has the necessary experience, skill, labor resources and equipment to install the STEP portion of OWTS;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the DISTRICT and JRPE agree as follows:

1. At the request of the DISTRICT, as expressed in a written work order, JRPE shall install, in a workman-like fashion, STEP systems within 14 days after receiving the request using the materials which have been approved by the District.

2. JRPE shall also comply with the following requirements before or during installation:

a) All man-way risers shall be installed to grade when constructed with exposed access lids;



- b) All system components must be accessible for service; and
- c) A permit from the Jessamine County Health Department shall be obtained prior to the initiation of construction.

3. In addition to the requirements set forth herein, all work performed by JRPE shall be done in accordance with the plans for Wastewater Collection, Treatment and Disposal System as are approved separately by the Jessamine County Health Department.

4. The DISTRICT shall pay JRPE, within 30 days of the completion of the construction of each STEP system authorized to be installed and the receipt of an invoice for same by the DISTRICT, a sum in accordance with the schedule reflected below, with such schedule including all labor and materials:

a)	PVC from tanks to corp stop	\$	200.00
b)	One (1) 1500 gallon septic tank	\$	1,000.00
c)	One (1) 1000 gallon pump tank	\$	650.00
d)	Zoeller Pump Assembly	\$	1,175.00
e)	Three (3) Man-way risers	\$	150.00
f)	Labor (all components)	\$	2,000.00
g)	JCHD Permit fee	\$	200.00
		\$	5,375.00

An exception to the foregoing schedule is rock excavation which shall be paid on a time and materials basis in addition to the aforementioned schedule. Rock excavation shall be billed at the rate of \$125.00 per hour.

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By *Stephanie Dumbrowski*
 Executive Director

5. This Contract shall have a term of one (1) year after which it shall expire. JRPE may initiate contract discussions for the renewal of this Contract each year by written notice to the DISTRICT of his desire to renew 60 days prior to the expiration of the primary term

6. The DISTRICT agrees to reserve unto JRPE those duties and obligations assigned to him under the preceding paragraphs herein, subject to the availability of JRPE to timely discharge such obligations and subject to the satisfactory performance of such tasks by JRPE. In the event JRPE does not timely discharge his duties and obligations hereunder, as determined by the DISTRICT in its sole and unfettered discretion, then, and in that event, the DISTRICT may contract with another entity to discharge same.

7. JRPE agrees to maintain, as a condition of his engagement hereunder, sufficient and adequate insurance coverage such that the DISTRICT shall not be liable for any of JRPE'S acts or failures to act. Such coverage shall include but is not limited to workers' compensation insurance on JRPE employees, vehicle insurance on JRPE work vehicles, and general liability insurance with a minimum coverage of \$3,000,000.00. The DISTRICT shall be listed as an additional insured on all such policies of insurance.

8. Aside from the provisions of numerical paragraph six (6) above, in the event of a default hereunder by either party hereunder, the non-defaulting party shall have the following rights and remedies:

a) The non-defaulting party shall give the defaulting party five (5) business days, written notice of the claimed breach hereunder, whereupon the party so notified shall have five (5) business days thereafter within which to correct the breach.

b) In the event of a failure by the defaulting party to timely correct the breach, then the non-defaulting party may immediately terminate this Contract

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By Stephanie Dumbrowski
Executive Director

remedies against the defaulting party available at law or equity including, but not limited to, the recovery of all loss, costs and expense including attorney's fees and court costs suffered by reason of the breach.

9. This Contract is not assignable by JRPE.

10. This Contract constitutes the entire agreement between the parties hereto superseding all prior discussions, understandings, agreements and past practices. This Contract shall not be changed or supplemented unless done in a writing signed by all parties hereto with the following exception. JRPE acknowledges and agrees that JRPE'S and the DISTRICT'S obligations to each other are subject to the orders, directives and regulations of the Kentucky Public Service Commission and its staff and any provision herein which is presently contradictory or becomes contradictory in the future by virtue of the Commission's orders, directives or regulations shall, if possible, be automatically amended to be consistent therewith or shall be voided and cancelled so as not to be contradictory.

11. All written notices required hereunder shall be delivered to the parties at the addresses reflected herein.

12. JRPE shall, and by his signature hereon, does hereby warrant and guarantee the quality and sufficiency of his work performed on behalf of the DISTRICT for a period of one (1) year from date of completion.

WITNESS the hands of the parties hereto on the date first above written.

JESSAMINE-SOUTH ELKHORN WATER DISTRICT
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE 8-1-07
9/3/2008
PURSUANT TO KRCR 5:011
SECTION 9 (1)

BY: [Signature]
CHAIRMAN

By [Signature]
Executive Director

JOHN R. PEEL EXCAVATING

BY: John R. Peel Aug. 6, 2007
JOHN R. PEEL DATE

g:\...\Sanitation\ Installer Agreement-Sand Filter-John R. Peel 073107

**PUBLIC SERVICE COMMISSION
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By Stephanie Dumbrowski
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 13

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____

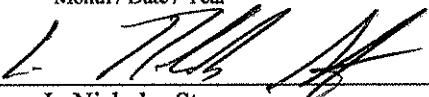
APPENDIX

Site Specific Agreement On-site Systems

Jessamine-South Elkhorn Water District

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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By 
Executive Director

SITE SPECIFIC AGREEMENT/ON-SITE – RE: (PROJECT NAME)

This Site Specific Agreement (the "Agreement") is made and entered into C1, by and between the JESSAMINE-SOUTH ELKHORN WATER DISTRICT, hereinafter "JSEWD"; and C2, hereinafter "C4".

WITNESSETH:

WHEREAS, C4 owns real estate located in Jessamine County, Kentucky, as more particularly described in Exhibit "1" and as shown on the Site Plan in Exhibit "2", attached hereto (the "Property"); and

WHEREAS, conditioned upon C4's compliance with and subject to the terms and conditions of this Agreement, JSEWD is willing to accept conveyance of the sanitary sewer system constructed by C4 at the Property and operate and maintain same thereafter.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, C4 and JSEWD hereby covenant and agree as follows:

1. Agreement to Serve. Conditioned upon C4's full compliance with the rates, rules and regulations of JSEWD and the Jessamine County Health Department relating to operation and use of the sanitary sewer system, as may be amended from time to time, (regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer facilities by C4, JSEWD agrees to accept conveyance of and thereafter operate and maintain the sanitary sewer facilities installed by C4. at the Property. C4 expressly agrees that the constructed sanitary sewer facilities shall be conveyed to JSEWD upon completion of construction and approval for acceptance.

Furthermore, the parties hereto agree that in the event C4 fails to complete all requirements under this Agreement within C6 days from the date of same, then, and in such event, this Agreement shall automatically expire and become a nullity, but only as to facilities not constructed and connections not made.

2. Fees. C4 agrees to pay the following charges and fees (the "Fees"):

- (a) C4 shall have paid all reasonable charges assessed by JSEWD for plan review, construction inspection, testing, and other services of JSEWD in any way related to the construction of the sanitary sewer system including, but not limited to, administrative, engineering and legal fees incurred by JSEWD.
- (b) If required, C4 shall pay a surcharge for odor control chemicals on a

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Executive Director

monthly or less frequent basis as determined by JSEWD.

3. Lien To Secure Payment of Connection Fees and Additional Fees. JSEWD shall have a lien against the Property to secure the payment of all Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien shall attach to the Property, or applicable part thereof, as the Fees become past due without necessity of filing any lien statement by JSEWD.

4. Sanitary Sewer and Storm Water Management Installations. To induce JSEWD to accept conveyance of and thereafter operate and maintain the sanitary sewer system at the Property, C4 agrees to construct, according to the plans and specifications approved by JSEWD as reflected in Exhibit "3", all on site and off-site installations and facilities required by JSEWD, if any, including but not limited to all equipment, fixtures, pumps, lines, mains, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. The foregoing improvements may be referred to as the "Improvements" and Exhibits "3" may be referred to as the "Plans".

5. Procedures for the Property Sewer System. C4 agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of the JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

- (a) During construction of the Improvements, the Jessamine County Health Department and JSEWD shall have the right to inspect such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans and JSEWD shall also have the right to halt construction, if necessary, in the event of non-compliance by C4. C4 shall also provide JSEWD with periodic written certifications by C4's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.
- (b) At least seven (7) days prior to final inspection by JSEWD, C4 shall provide JSEWD with two (2) sets of mylar copies or velum copies and a digital set of the "as-built" plans, prepared by C4's engineer, showing the location of all installations related to the Improvements as constructed. C4 shall provide JSEWD two (2) paper copies and a digital record of the recorded subdivision plat of the Property, C4 shall also deliver JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.
- (c) Upon completion of construction of the Improvements or any part thereof,

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Executive Director

C4's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal requirements, and as constructed it will function for the purpose for which it was designed. C4 shall provide proof satisfactory to JSEWD that all contractors, sub-contractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system, and final inspection by JSEWD of the Property sanitary sewer system, a letter of acceptance of the Property sanitary sewer system shall be delivered to C4 by JSEWD. No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

6. Use of Property Sanitary Sewer System. The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on permit, inspection and approval by the JSEWD. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

7. Representation and Warranties of C4. In order to induce JSEWD to enter into this Agreement, C4 hereby represents and warrants to JSEWD as follows:

- (a) C4 is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. C4 has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of C4. This Agreement has been duly executed and delivered by C4 and constitutes the legal, valid and binding obligation of C4 enforceable against it in accordance with its terms.
- (b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of, C4's organizational documents, or any other agreement to which C4 is a party.
- (c) C4 covenants to obtain, any consent, approval or authorization of any third party required in connection with C4's execution and delivery of this Agreement or the performance by C4 of the obligations contemplated herein has been obtained.
- (d) C4 has good, valid and marketable title to the Property free and clear of

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all liens, encumbrances, leases, restrictions, or other agreements except as referenced on the permitted exceptions attached hereto and incorporated herein as Exhibit "4".

- (e) C4 warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in workmanship. C4 agrees to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of three(3) years after the date of acceptance by JSEWD, relative to the sanitary sewer system, and for a period of one (1) year after the date of C4's engineer's certification relative to the storm sewer system. Each of the time periods shall be secured by a warranty bond or letter of credit posted in favor of JSEWD by C4.
- (f) There are no: (i) Hazardous Materials (as defined below) located on the Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property.

The term "Hazardous Materials" means and includes, without limitation:

(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii) Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set sec 9); (G) explosive; or (H) radioactive.

(v) The term "Environmental Laws" means all federal laws, state

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and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits, decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.

- (g) C4. is designated as the party that is responsible for compliance with all erosion/sediment control measures(Best Management Practices) during construction.

8. Easement. C4 hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. C4 agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, C4 further agrees to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance, which, upon request, C4 agrees to convey in fee simple absolute to JSEWD by deed in a form acceptable to JSEWD, in its sole discretion. C4 hereby further agrees that the foregoing grant includes the right of ingress and egress to any part of the Property for the purpose of maintenance and operation of the sanitary sewer system.

9. Mortgage Liens. Mortgagees, if any, holding prior liens on the Property, or any part thereof, shall be required to subordinate their rights to the rights of JSEWD under this Agreement and the easement dedication herein contemplated.

10. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

Jessamine-South Elkhorn Water District
P.O. Box 731
Nicholasville, KY 40340-0731

With copy to:

Bruce E. Smith, Esq.
201 South Main Street
Nicholasville, KY 40356

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By 
Executive Director

C2
C3

13. Indemnification. C4 shall indemnify and reimburse JSEWD for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs); and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD, as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of C4 herein; (b) any breach of or noncompliance by C4 with any covenant or agreement of C4 contained in this Agreement; (c) any negligent or wrongful act of the C4, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

14. Compliance with Law. C4 agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. C4 agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of the JSEWD relating to sanitary sewer system as set forth herein and agrees to fully comply with same.

15. Exhibit Incorporation by Reference. Exhibits 1, 2, 3 and 4 attached hereto are hereby incorporated by reference as if set out fully herein.

16. Binding Effect, Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. C4's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.


17. Cost and Attorney's Fees. JSEWD shall be entitled to recover all costs and reasonable attorney fees incurred connected with the collection of Connection Fees or Additional Fees.

18. Amendment/Waiver. No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by either party to insist upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement. Each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. Covenants Running with Land. C4, and its successors in title agree that all portions

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By 
Executive Director

of the Property, whether designated as separate lots or otherwise, shall be required to comply with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a "Covenant Running with the Land", and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

20. Undertakings. The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, Further by review, approval, acceptance or inspection, the JSEWD shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD related to defects, omissions or failures in design, construction or installation.

21. Governing Law. This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky, Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court.

If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

22. Captions. The captions of each section herein are for convenience only and shall not affect the construction hereof.

23. Multiple Copies. This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

24. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supercedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto.

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

REGULATORY COMMISSION
OF KENTUCKY
EFFECTIVE

9/3/2008

PURSUANT TO 807 KAR 5:011
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By


Executive Director

C2

BY: _____

NAME: C7

ITS: C8

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

BY: _____
ITS: CHAIRMAN

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 14

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____

APPENDIX

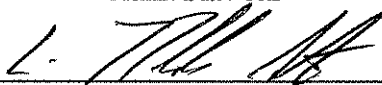
On-site Wastewater Treatment Systems

System Operations and Maintenance Servicer Agreement

Jessamine-South Elkhorn Water District (JSEWD)

DATE OF ISSUE August 4, 2008
Month / Date / Year


DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
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By 
Executive Director

SERVICER AGREEMENT

This Contract is made on August 8, 2007, by and between Jessamine-South Elkhorn Water District (hereinafter "DISTRICT"), a Kentucky rural water district created under KRS Chapter 74 and located at 107 South Main Street, Nicholasville, KY 40356; and BEJA Environmental, Incorporated (hereinafter "BEJA"), 315 Thacker Drive, Wilmore, KY 40390;

WITNESSETH:

WHEREAS, The DISTRICT needs to engage an independent contractor to service, maintain and repair its onsite wastewater treatment systems (hereinafter "OWTS") which will consist of each individual 1500 gallon, dual compartment septic tanks, each individual 1000 gallon, single compartment, pump septic tanks, each individual man-way risers with exposed access lids, each individual Zoeller 5041-003 arv type filtered STEP systems, the central collection systems, the Zoeller Recirculating Gravel Filter type secondary treatment devices and the subsurface drip irrigation type final effluent dispersal systems; and

WHEREAS, BEJA has the necessary experience, skill, labor resources and equipment to service, maintain and repair the aforementioned OWTS installations supervised by the DISTRICT;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the DISTRICT and BEJA agree as follows:

- At the request of the DISTRICT, as expressed in a written work order, BEJA shall conduct an initial compliance inspection of the components installed at each residence. The purpose of this inspection is to verify that the individual system and the parts used are in compliance with the standards set forth by DISTRICT. The inspection shall be scheduled with the installer upon the final approval of the installation and proper functioning of the components of the system for each residence by the Jessamine County Health Department. The Distr

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By Stephanie Dumber
Executive Director

construct all of the components such that the same are accessible to BEJA; shall notify the homeowner that BEJA will be conducting an inspection; shall obtain from the homeowner the right of access for BEJA to said homeowner's property for purposes of conducting the initial and all follow up inspections and services; and shall require said homeowner to provide unobstructed access to system components for inspections and services.

In addition, BEJA shall perform the following additional tasks:

Septic Tank and STEP System:

Annual service, unless otherwise specified of the septic tanks, pump chambers and accompanying STEP Systems using the following parameters:

1. Sludge/scum layer inspections;
2. The 1500 gallon septic tank will be pumped every five (5) years;*
3. The 1000 gallon pump tank will be pumped when the clarified zone (the distance between the bottom of the tank and the bottom of the inlet baffle) is reduced by 50% (This agreement anticipates a minimum 10 year pumping interval.);*
4. The STEP system's effluent filter will be removed and cleaned (The STEP filters will be cleaned 3 times during the first year of operation on approximately four month intervals.);
5. The STEP system's pump, floats and alarm will be tested; and
6. All risers and covers will be inspected and secured with tamper resistant screws or a lock.

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Re-circulating Tank/Filter & Dosing Tank

The re-circulating tank/filter & dosing tank(s) require periodic maintenance which includes:

7. Semi-annual inspections of the pumps, floats and controls, including a check for proper and unobstructed float operation;
8. Semi-annual inspections of electrical connections for condensation and disconnect for proper seating;
9. Semi-annual purging of lines in gravel filter;
10. Semi-annual inspection of scum and sludge build-up in the containment tanks and dosing chamber;
11. Semi-annual inspection of STEP vaults and clean filters;
12. Semi-annual verification of pump cycle counts and operation of pumps;
13. Annual replacement of the ultra-violet lamp;
14. Annual inspection of the ultra-violet system's quartz sleeve;
15. The containment tanks for the re-circulating filter will be pumped when the clarified zone, as defined above, is reduced by 50% (This agreement anticipates a minimum 5 year pumping interval);*
16. The containment tanks for the drip dispersal unit will be pumped when the clarified zone, as defined above, is reduced by 50% (This agreement anticipates a minimum 7 year pumping interval);*
17. All risers and covers will be inspected and secured with tamper resistant screws or a lock;
18. Inspect splitter box (level, scum build-up, etc.);

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19. Verify distal head pressure, as designed; and

20. Inspect multi-zone valve.

Control Panel

The control panel requires that the following aspects be verified:

21. Timer (On and Off);

22. Inspect panel for corrosion and panel problem;.

23. Check pump voltages; and

24. Verify pump cycles.

Subsurface Drip Irrigation Field & Dosing Tank:

The subsurface drip irrigation field and its components require periodic inspection as follows:

25. Semi-annually inspect dosing pumps, floats and controls;

26. Semi-annually inspect electrical connections for condensation and disconnect for proper seating;

27. Semi-annually clean/replace GAG (Pressure Effluent Filter) filter screen and sock, if necessary;

28. Semi-annually check for scum/layer sludge build-up in dosing tank;

29. Semi-annually check all risers and covers to insure that they are secure with tamper resistant screws or locks;

30. Semi-annually check Arkal filter for proper operation;

31. Semi-annually check zoning valves for proper operation;

32. Annual visual inspections (or more often if it appears reasonably necessary) of

the soil absorption field for soft, soggy spots or s

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- 33. Annually flush drip field;
- 34. Annually reset field flush valve, if necessary;
- 35. Semi-annually inspect air vacuum relief valves for proper operation and pressurization; and
- 36. Semi-annually check air vacuum relief valve boxes for proper insulation.

* If any septic tank or containment unit requires pumping prior to the anticipated, planned and scheduled pumping as prescribed above, the services will billed according to the guidelines set forth in numerical paragraphs 6, 7, 8 and 9 herein.

2. This agreement is for service only. It does not include any product replacement, parts, system monitoring or effluent sampling, any correction of defects, any provision for ordinary wear and tear or system failure due to system abuse or misuse, except as specifically noted above.

3. The DISTRICT will educate system users with regard to OWTS alarms. Upon the sounding of an alarm, the system owner shall follow the protocol set forth by the DISTRICT. The DISTRICT will be responsible for notifying BEJA to perform a system inspection or correct a problem due to a system alarm and BEJA will bill the DISTRICT according to the guidelines set forth in numerical paragraphs 8 and 9 herein.

4. As with all OWTS facilities, service will be needed from time to time to correct problems, malfunctions or other challenges, whether by normal use, abuse or other contributing factors that are outside of the scope and parameters set forth herein. BEJA agrees to provide such services according to the guidelines set forth in numerical paragraphs 8 and 9 herein.

5. If required by statute, BEJA will report services to the local regulatory entity. If permits or other fees are imposed for such situations, all such costs will be the responsibility of DISTRICT, either through direct payment by DISTRICT, or as reimbursement c

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OF KENTUCKY
 EFFECTIVE
 9/3/2008
 RESPONSIBILITY OF DISTRICT, 1
 SECTION 9 (1)

By Stephanie Pumber
 Executive Director

6. The fee for the initial inspection of the components installed at each residence is \$55.00 per residence. This fee assumes a single visit to the site. Additional visits will be billed according to the guidelines set forth in numerical paragraphs 8 and 9 herein.

7. Aside from the initial inspection, the fee charged by BEJA to provide the services described in numerical paragraph 1 herein to the various OWTS installations supervised by the District in Jessamine County, Kentucky shall be \$7.02 per undeveloped lot/home site per month and \$20.83 per constructed lot/home site per month. BEJA will begin billing the DISTRICT for all lots/home sites based on their status (constructed or undeveloped) when the first user/residence is connected to the central collection system. When the status of a lot/home site changes (from undeveloped to constructed), BEJA will reflect that change on the bill the following month with a pro-ration for any portion of the preceding month that service was granted. The status of a lot/home site will change upon the initial inspection as described above. (An undeveloped lot/home site is understood to be any lot/home site that is to be provided septic service by the designated OWTS, but has not received water service. A constructed lot/home site is understood to be any lot/home site that is to be provided septic service by the designated OWTS and has been provided water service.)

8. The cost to perform services, repairs and inspections outside the scope delineated in numerical paragraph 1 herein shall be billed at \$60.00 per person hour plus parts and all other charges incurred to perform the service needed during normal business hours (8 am - 5 pm, Monday through Friday, except holidays recognized by BEJA). Such services shall be billed at a one hour minimum for any portion of the first hour and billed based upon actual time for every hour thereafter. The cost to perform services, repairs and inspections outside the scope delineated in numerical paragraph 1 provided outside of normal business hours including weekends and holidays, as described above, will be billed at \$90 per person hour plus parts &

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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9/3/2008
weekends and holidays, as
SECTION 9 (1)**

By Stephanie Dumbrowski
Executive Director

incurred to perform the service needed. Such services shall be billed at a one hour minimum for any portion of the first hour and billed based upon actual time for every hour thereafter. Such service billings will include transit time to point of service (this assumes all transit originates in Jessamine County). All applicable taxes, fees and tariffs that apply shall be added to the cost of service and parts.

9. The DISTRICT shall be invoiced monthly for the services described in numerical paragraph 1. All other services and inspections will be billed upon completion of service or inspection. All payments will be due upon receipt of the invoice.

10. This agreement shall have a term of five (5) years effective ^{August 8} ~~June~~ __, 2007. The agreement will automatically be renewed for an additional five (5) year term on the expiration date. The parties hereto agree that either of them may cancel the renewal by submitting in writing, via certified mail, to the other party no less than 90 days prior to the expiration date, the terminating party's intent to discontinue this agreement.

11. The DISTRICT agrees to reserve unto BEJA those duties and obligations assigned to it under the preceding paragraphs herein subject to BEJA'S availability to timely discharge such obligations and subject to BEJA satisfactorily performing such tasks. In the event BEJA does not timely perform its duties and obligations hereunder, as determined by the DISTRICT in its sole and unfettered discretion, then, and in that event, the DISTRICT may contract with another entity to discharge such duties and obligations.

12. BEJA agrees to maintain, as a condition of its engagement hereunder, sufficient and adequate insurance coverage such that the DISTRICT shall not be liable for any of BEJA'S acts or failures to act. Such coverage shall include but is not limited to workers' compensation insurance on BEJA employees, vehicle insurance on BEJA work vehicles, and ge

**PUBLIC SERVICE COMMISSION
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SECTION 9 (1)**

By Stephanie Hunter
Executive Director

minimum coverage of \$3,000,000.00. The DISTRICT shall be listed as an additional insured on all such policies of insurance.

13. Aside from the provisions of numerical paragraph eleven (11) above, in the event of a default hereunder by either party hereto, the non-defaulting party shall have the following rights and remedies:

a. The non-defaulting party shall give the defaulting party 30 days written notice of the claimed breach hereunder whereupon, the party so notified shall have seven (7) business days thereafter within which to correct the breach.

b. In the event of a failure by the defaulting party to timely correct the alleged breach, then the non-defaulting party may immediately terminate this contract with recourse to pursue all legal remedies against the defaulting party available at law or equity including, but not limited to, the recovery of all loss, costs and expense including attorney's fees and court costs suffered by reason of the breach.


14. This Contract is not assignable by BEJA.

15. This Contract constitutes the entire agreement between the parties hereto superseding all prior discussions, understandings, agreements and past practices. This Contract shall not be changed or supplemented unless done in a writing signed by all parties hereto with the following exception.

BEJA acknowledges and agrees that BEJA'S and the DISTRICT'S obligations to each other are subject to the orders, directives and regulations of the Kentucky Public Service Commission and its

staff and any provision herein which is presently contradictory or becomes contradictory in the future by virtue of the Commission's orders, directives or regulations shall, if possible, be automatically amended to be consistent therewith or shall be voided and cancelled so as not to be contradictory.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

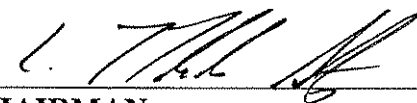
By 
Executive Director

17. All written notices required hereunder shall be delivered to the parties at the addresses reflected herein.

18. BEJA does hereby warrant and guarantee the sufficiency of its work hereunder performed on behalf of the DISTRICT, including but not limited to negligence in the commission of the work and negligence in the omission of work to be performed, for a period of one (1) year from the date the work is completed or the negligence is discovered or should reasonably have been discovered, whichever period is longer. This warranty and guarantee does not cover the performance of any component of the OWTS, excepting the failure of performance that is related to the tasks to be performed by BEJA hereunder; does not cover the performance of the OWTS, excepting the failure of performance that is related to the tasks to be performed by BEJA hereunder; does not cover the components of the OWTS as is related to quality of manufacture of such components; and does not cover misuse of the OWTS by any customer of the DISTRICT, except such misuse that is related to the failure of BEJA to perform its tasks hereunder. No other warranty or guarantee is expressed or implied.

WITNESS the hands of the parties hereto on the date first above written.

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

BY:  8-1-07
CHAIRMAN DATE

BEJA ENVIRONMENTAL, INCORPORATED

BY: 
ITS PRESIDENT

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**
EFFECTIVE 8/3/07
PURSUANT TO 805 KAR 5:011
SECTION 9 (1)

By 
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 15

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____


APPENDIX

On-site Sanitary Sewer User Agreement

Jessamine-South Elkhorn Water District

DATE OF ISSUE August 4, 2008
Month / Date / Year


DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

ON-SITE SANITARY SEWER USER AGREEMENT

This agreement is made this ____ day of _____, 20__, between _____, (“Customer”); and the Jessamine-South Elkhorn Water District, (“District”).

In consideration of the mutual covenants contained herein and subject to the District’s Sanitary Sewer Rates, Rules and Regulations (“Sewer Tariff”) and the regulations of the Kentucky Public Service Commission, as all may be amended from time to time, the District and the Customer agree as follows:

1. The District will provide sanitary sewer collection and treatment service to the Customer’s property identified below (“Property”) and the Customer shall pay the rate for such service on a monthly basis as provided by the Sewer Tariff until a new Sanitary Sewer User Agreement is executed by another party for the Property or a disconnect request is accepted by the District. **The District’s contractor shall be the only installer of the sanitary sewer system and the fees for such installation are attached hereto and incorporated by reference herein.**

2. If the Customer violates the terms of this Agreement and the District expends funds to rectify same, or if a claim is made against or the District is held responsible for damages or injuries to persons or property caused by or resulting from the act or failure to act of the Customer, a member of the Customer’s household, or Customer’s employee or agent in relation to the District’s property or facilities, then the Customer shall fully indemnify and hold the District completely harmless from all such loss, cost and expense so incurred, including but not limited to attorney’s fees and court costs.

3. The Customer grants the District, its successors and assigns, a perpetual access easement in, over, under and upon the Property, with the right to construct and install and thereafter use, inspect, maintain, replace and remove sanitary sewer pipelines and appurtenant facilities, together with the right to utilize adjoining lands of the Customer for the purpose of ingress to and egress from the Property. **All tanks shall be accessible by pump truck for pumping every 3 – 5 years. An attached list of prohibited practices and products is incorporated by reference herein.**

4. It is understood and agreed that if service is disconnected by the District due to the Customer’s failure to timely pay the District’s charges, service will not be reconnected and the deposit will not be refunded so long as the Customer, or any member of the Customer’s household, still occupies the Property and the bill remains unpaid.

5. This Agreement constitutes the entire contract between the parties hereto, superseding and canceling all prior discussions, understandings and agreements, and this Agreement shall not be changed or supplemented unless done in writing and signed by both parties hereto.

CUSTOMER SIGNATURE

DISTRICT SIGNATURE

ADDRESS OF PROPERTY SERVED

CUSTOMER’S BILLING ADDRESS

CUSTOMER’S CELL TELEPHONE

CUSTOMER’S HOME TELEPHONE

CUSTOMER’S WORK TELEPHONE

CUSTOMER’S EMPLOYER

ADULT MEMBERS OF CUSTOMER’S HOME

CUSTOMER’S DRIVER’S LICENSE NO.

ADULT MEMBERS’ EMPLOYER(S)

CUSTOMER’S

Jessamine-South Elkhorn Water District – P.O. Box 731-Nicholas
(859) 881-0589 (phone) (859) 881-5080 (fax)

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**
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9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Stephanie Dumbrowski
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 16

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

SHEET NO. _____

Jessamine-South Elkhorn Water District
(Name of Utility)

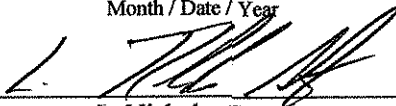
APPENDIX

Agreements and Contracts

Jessamine-South Elkhorn Water District

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 17

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

SHEET NO. _____

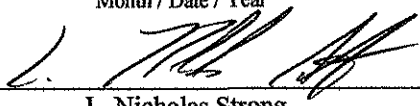
Jessamine-South Elkhorn Water District
(Name of Utility)

APPENDIX

District Maintenance Contract
Gravity Sewer and Water

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By 
Executive Director

CONTRACT

THIS AGREEMENT is made and entered as of January 1, 2008, by and between **Ron Eldridge Excavating, Inc.**, a Kentucky corporation, 1337 South Main Street, Nicholasville, Kentucky 40356 (hereinafter "Eldridge"), and **Jessamine-South Elkhorn Water District**, a Kentucky rural water district, 117 South Main Street, Nicholasville, Kentucky 40356 (hereinafter "District");

WHEREAS, Eldridge desires to provide waterline maintenance, installation and repair services to the District as an independent contractor;

WHEREAS, the District desires to engage Eldridge as an independent contractor to provide the aforementioned services; and

WHEREAS, the District and Eldridge desire to reduce the particulars of Eldridge's duties and compensation as an independent contractor for the District to writing;


NOW, THEREFORE, for and in consideration of the mutual covenants contained herein; the parties to this contract agree as follows:

1. **DUTIES OF ELDRIDGE.** Eldridge shall have the duties listed hereafter, and he shall have the obligation to perform the following primary tasks for the District:

A. All tie-ins of watermains and to watermains with the only exception being tie-ins on federal or state-funded contract bid extensions.

B. Repairs of all leaks except those instances where the party installing the line is still obligated to repair leaks. However, in the event of a leak and the party installing the line cannot be contacted or has been contacted, but does not respond in a timely manner, Eldridge shall proceed to make the needed leak repairs subject to notification and approval by

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

District personnel. Eldridge shall maintain a sufficient inventory of materials to discharge this obligation in a timely fashion.

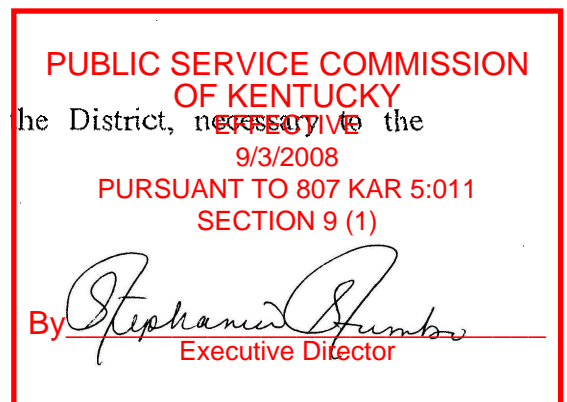
C. Operation of all valves when repairs are made, regardless of who makes the repairs; when lines are flushed; when bacterial testing is performed; when leak detection tests are performed; and when tie-ins are made. It is understood that District personnel may also operate valves at any time it is deemed necessary or appropriate as determined by the District.

D. Install water services and meters with an exception being water services on contract bid jobs where the party installing the line is to construct the water service install the meter per the terms of the contract. In those instances, District personnel shall unlock the meters. Eldridge shall maintain sufficient inventory necessary to discharge this obligation in a timely fashion except meters which the District will supply. Also excluded from this obligation, are the installation of meters on one-acre tracts, hydrant meters and pressure recorders which District personnel shall discharge. District personnel shall also change meters.

E. Make its employees available for emergency service calls 24 hours per day, 365 days per year, and maintain such communication's equipment as is necessary to discharge such obligation.

F. General maintenance activities such as, but not limited to road bores; flagging lines; repairing and replacing defective appurtenances; cleaning and replacing strainers; leak detection; chlorination; chlorine detection and readings; flushing lines; thawing meters and lines; seeding, black-topping, concrete work and fencing; and locating and uncovering meters and valves.

G. Administrative reports, as required by the District, necessary to the discharge of the aforementioned duties.



H. All non-emergency work orders received by Eldridge directly from third parties shall be reported to and approved by District personnel prior to work being initiated, including but not limited to flagging lines, installing meters, constructing new water services and changing meters. All emergency work performed by Eldridge, as received by him from third parties, shall be reported to the District office as soon as possible, but no less than 24 hours after the initiation of work thereon (e.g. fixing leaks). In the event Eldridge receives emergency work during District office hours, he shall report to and receive approval from the District office prior to the initiation of any such emergency work.

2. **FEES.** Eldridge shall receive the following fees for the tasks enumerated above:

A. Tie-ins, leak repairs, operation of valves, emergency services and general maintenance – time and material at Eldridge’s cost, with time charges as follows:

One (1) man and truck - \$63.00 per hour regular/ \$79.50 per hour overtime;

Two (2) men and truck - \$86.00 per hour regular/ \$124.50 per hour overtime;

Three (3) men and truck - \$108.00 per hour regular/ \$154.50 per hour overtime;

Four (4) men and truck - \$126.00 per hour regular/ \$184.50 per hour overtime; and

Backhoe and operator - \$90.00 per hour regular/ \$124.50 per hour overtime.

Overtime shall be defined as work performed after 4:30 p.m. and time worked after eight (8) consecutive hours on weekdays, and any time worked on weekends and holidays.

B. Installation of meter services and meters on a flat fee basis as follows:

¾” meter (long or short service) - \$700.00;

1” meter (long or short service) - \$830.00; and

2” meter (long or short service) – time and materials.

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SECTION 9 (1)

By 
Executive Director

C. Communication equipment surcharge - \$150.00 per month.

The aforementioned fees shall remain unchanged for a period of one (1) year from the date this Contract.

3. **TERM.** This Contract shall have a term of one (1) year after which it shall expire. Eldridge may initiate contract discussions for the renewal of this Contract each year by written notice to the District of his desire to renew 60 days prior to the expiration of the primary term

4. **DUTIES OF DISTRICT.** The District agrees to reserve unto Eldridge those duties and obligations assigned to him under numerical paragraph one (1) herein subject to the exceptions noted in that recitation; subject to Eldridge's availability to timely discharge such obligations; and subject to Eldridge satisfactorily performing such tasks. Further, the District, through its personnel or its other independent contractors, agrees to notify Eldridge in the event of any waterline breaks and at anytime valves are operated by personnel other than Eldridge.

5. **INSURANCE.** Eldridge agrees to maintain, as a condition of its engagement hereunder, sufficient and adequate insurance coverages such that the District shall not be liable for any of Eldridge's acts or failures to act. These coverages include but are not limited to workers' compensation insurance on Eldridge's employees, vehicle insurance on Eldridge's work vehicles, and general liability insurance with a minimum coverage of \$3,000,000.00. The District shall be listed as an additional insured on all such policies of insurance.

6. **DEFAULT.** In the event of a default hereunder by either party hereto, the non-defaulting party shall have the following rights and remedies:

PUBLIC SERVICE COMMISSION
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By 
Executive Director

A. The non-defaulting party shall give the defaulting party 30 days written notice of the claimed transgression hereunder whereupon, the party so notified shall have seven (7) additional days within which to correct the breach.

B. In the event of a failure by the party so notified to correct the alleged breach, then the notifying party may immediately terminate this contract with recourse to pursue all legal remedies against the defaulting party available at law or equity including, but not limited to, the recovery of all loss, costs and expense suffered by reason of the breach as well as attorney's fees and court costs.


7. **ASSIGNMENT.** This Contract is not assignable without the prior written consent of both parties hereto.

8. **MODIFICATION.** This Contract constitutes the entire agreement between the parties hereto superceding all prior discussions, understandings, agreements and past practices. This Contract shall not be changed or supplemented unless done in a writing signed by all parties hereto.

9. **KENTUCKY PUBLIC SERVICE COMMISSION.** The District's obligations hereunder to Eldridge are subject to the orders, directives and regulations of the Kentucky Public Service Commission and its staff and any provision herein which is presently contradictory or becomes contradictory in the future by virtue of the Commission's orders, directives or regulations shall be voided and cancelled.

10. **NOTICES.** All written notices required hereunder shall be delivered to the parties at the addresses reflected herein.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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SECTION 9 (1)

By 
Executive Director

11. WARRANTY. Eldridge shall, and by its signature hereon, does hereby warrant and guarantee the quality and sufficiency of its work performed on behalf of the District for a period of one (1) year from date of completion.

WITNESS the hands of the parties hereto on the date first above written.

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

BY: *C. Till* 7-6-08
CHAIRMAN DATE

RON ELDRIDGE EXCAVATING, INC.

BY: *Ron Eldridge* 2-14-08
RON ELDRIDGE DATE

g:\...USEWD\Eldridge Contract 020608

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By *Stephanie Hunter*
Executive Director

AMENDED CONTRACT

THIS AGREEMENT is made and entered as of July ___, 2008, by and between **Ron Eldridge Excavating, Inc.**, a Kentucky corporation, 1337 South Main Street, Nicholasville, Kentucky 40356 (hereinafter "**Eldridge**"), and **Jessamine-South Elkhorn Water District**, a Kentucky rural water district, 107 South Main Street, Nicholasville, Kentucky 40356 (hereinafter "**District**");

WHEREAS, Eldridge and the District executed an Agreement on January 1, 2008 ("**Agreement**") whereby Eldridge was engaged by the District to provide waterline maintenance, installation and repair services to the District as an independent contractor;

WHEREAS, the District failed to include in the Agreement a particular responsibility which has since come to its attention; and

WHEREAS, the District and Eldridge now desire to reduce the particulars of said additional responsibility to writing;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein; the parties to this contract agree to amend the Agreement as follows:

1. **DUTIES OF ELDRIDGE.** In addition to the duties expressed in the Agreement, Eldridge shall have the additional obligation to replace, but only at the District's request, any outdated waterlines, generally referred to as "gray pipe".

2. **FEES.** Eldridge shall receive the following fees for the task enumerated above:

- Dig and Install Water Pipes -- Backfill and Test, Re-grade and Seed and Straw
- 6" & 8" Class 200 PVC @ \$6.85 per foot
- 10" & 12" Class 200 PVC @ \$9.00 per foot
- Fire Hydrants w/Valves @ \$800.00 each.
- 6" & 8" Valves w/Box @ \$300.00 each.
- 10" x 12" Valves w/Box @ \$350.00 each.
- Mechanical Bend & Tee's @ \$50.00 each.
- Solid Rock Excavation @ per cubic yard

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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9/3/2008
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SECTION 9 (1)**


Executive Director

It is understood and agreed that site staking and surveying and purchase of materials will be the District's responsibility.

3. **DUTIES OF DISTRICT.** The foregoing duty is not reserved unto Eldridge since there will be many instances where such outdated lines will be replaced as part of a line upgrade or extension project funded by state and/or federal funds that will be placed for bid as required by stat law.

4. **MODIFICATION.** This Amended Contract constitutes the entire agreement between the parties hereto superceding all prior discussions, understandings, agreements and past practices except the provisions of the Agreement which shall remain in full force and effect as amended and/or supplemented herein. This Amended Contract shall not be changed or supplemented unless done in a writing signed by all parties hereto.

WITNESS the hands of the parties hereto on the date first above written.

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

BY: _____
CHAIRMAN DATE

RON ELDRIDGE EXCAVATING, INC.

BY: _____
RON ELDRIDGE

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By Stephanie Dumbrowski
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 18

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

SHEET NO. _____

Jessamine-South Elkhorn Water District
(Name of Utility)

APPENDIX

Interlocal Agreement
North Jessamine Sewer Service Area
Sewerage Treatment Agreement


Lexington-Fayette Urban County Government (LFUCG)

And

Jessamine-South Elkhorn Water District (JSEWD)


DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**
By 
Executive Director

AGREEMENT

THIS AGREEMENT is made and entered into this 12 day of DEC, 2002, by and between Lexington-Fayette Urban County Government (hereinafter "LFUCG"), an urban county government duly created and existing pursuant to the provisions of Kentucky Revised Statutes Chapter 67A and the Jessamine-South Elkhorn Water District (hereinafter "Water District"), a water district duly created and existing pursuant to the provisions of Kentucky Revised Statutes Chapter 74.

WITNESSETH:

WHEREAS, the parties to this Agreement mutually agree that the citizens of Fayette and Jessamine Counties are best served by the most efficient and environmentally sound wastewater collection and treatment system; and

WHEREAS, the parties to this Agreement support sound Regional Planning; and

WHEREAS, the parties to this Agreement support efficient and cost effective provision of governmental services; and

WHEREAS, the parties to this Agreement support sound environmental planning; and

WHEREAS, as early as 1966, the City of Lexington, in the document entitled "Master Plan", a plan for the orderly and efficient collection and treatment of wastewater to serve area growth, depicted portions of watersheds in northern Jessamine County as potentially within the West Hickman Creek Treatment Plant service area, and

PUBLIC SERVICE COMMISSION
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 PURSUANT TO 807 KAR 5:011
 EXHIBIT
 SECTION 9 (f)

By Stephanie Hunter
 Executive Director

WHEREAS, the federally required Lexington-Fayette Urban County Government 201 Facilities Master Plan adopted by LFUCG on February 15, 1978 (hereinafter referred to as "201 Plan") again depicted portions of South Elkhorn and West Hickman watersheds in northern Jessamine County as potentially within the LFUCG's West Hickman Wastewater Treatment Plant service area; and

WHEREAS, the Kentucky Natural Resources and Environmental Protection Cabinet has consistently asserted that LFUCG is required under the 201 Plan to make available sewage treatment service to the northern Jessamine County watershed areas described in Section 1 below, and has required such in one case (See D.O.W. Agreed Order No. 95069); and

WHEREAS, LFUCG updated its 201 Plan, pursuant to KRS Chapter 224A, 401 K.A.R. 5:006, and per Agreed Order in D.O.W. Case No. 95069, which 201 Plan was approved by the Lexington-Fayette Urban County Council on May 6, 1999, via Resolution No. 231-99 and was approved by the Kentucky Division of Water on January 26, 2000; and

WHEREAS, the Kentucky Division of Water, as a condition for approval of LFUCG's updated 201 Plan, has required that sewer service be made available to the northern Jessamine County watersheds described in Section 1 below; and

WHEREAS, the Jessamine County zoning maps and the Jessamine County/Wilmore 1996 Comprehensive Plan do not indicate or anticipate significant development of the northern watershed areas, thereby allowing for establishment of

PUBLIC SERVICE COMMISSION
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EFFECTIVE
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By 
Executive Director

adequate and comprehensive long range policies, and for planning and zoning for future growth and for efficient future sewer service; and

WHEREAS, the parties recognize and agree that small treatment plants, septic tanks, pumping stations, inadequately sized, constructed, or maintained sewer lines and storm water systems in the Service Area described in Section 1 below will not benefit the citizens of either county; and


WHEREAS, the Jessamine Fiscal Court by Resolution duly adopted and of record in Fiscal Court Order Book 28, Page 626, has designated the Water District as the proper agency to provide sewage disposal services in the Service Area described in Section 1 below, with arrangements as permitted by law to be made between LFUCG and the Water District for the treatment of sewage; and

WHEREAS, the Water District, by Resolution duly adopted on August 9, 1995, resolved pursuant to KRS 74.407 to provide for a sewer system within its territorial boundaries and adjoining areas, which includes the Service Area described in Section 1 below; and

WHEREAS, the Water District has submitted to the Kentucky Division of Water a regional Facilities Plan pursuant to KRS Chapter 224 and 401 K.A.R. 5:006; and

WHEREAS, the Water District has determined that sewage generated in the Service Area described in Section 1 below should be treated by LFUCG at its West Hickman Wastewater Treatment Plant or other facility, instead of in a wastewater treatment facility constructed and owned by the Water District; and

**PUBLIC SERVICE COMMISSION
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SECTION 9 (1)**

By 
Executive Director

WHEREAS, the Water District has determined treatment of sewage by LFUCG generated in the Service Area described in Section 1 below would be in the best interest of the residents of the Service Area;

NOW, THEREFORE, for and in consideration of the mutual promises and obligations made and exchanged in this Agreement, LFUCG and the Water District (hereinafter referred to as the Parties") agree as follows:

1. **SERVICE AREA.** The Service Area (hereinafter "Service Area") includes land located in northern Jessamine County in the South Elkhorn Creek Watershed and the West Hickman Creek Watershed and is more particularly described on attached Exhibits A and B.


2. **DEFINITIONS.** For purposes of this Agreement the following terms and phrases shall have the following meanings:

a) "Clean water" includes but is not limited to storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process water.

b) "Connections to LFUCG's sewer system means connections directly to LFUCG's sewer system or connections to the Water District's sewer lines for the purpose of collecting, transporting or pumping sewage from the Service Area to LFUCG's sewer system.

c) "Excessive infiltration and inflow" means a high groundwater or rainfall induced sewage flow rate in all or any portion of the Water District's sewer lines exceeding either:

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1. 275 gallons per capita per day based on the maximum flow received during a twenty-four (24) hour period exclusive of industrial flow; or

2. More than 120 gallons per capita per day based on the annual average of daily flows for the most recent twelve (12) months exclusive of industrial flow.

d) "Infiltration" means water other than wastewater that enters a sewer system from the ground through means such as defective pipes, pipe joints, connections, manholes, or by any other means.

e) "Inflow" means water other than wastewater that enters a sewer system from means such as roof leaders, yard drains, area drains, drains from springs or swampy areas, openings in manhole covers, cross connections with storm sewers, catch basins, cooling towers, storm waters, source runoff, street wash waters, drainage, or any other source which directs rainwater into the sewer system.

f) "Sewage" means the water carried human or animal wastes, including septic effluent, from residences, buildings, or other places, together with industrial wastes or underground, surface, storm or other water, as may be present, but does not include septic solid waste or sewer sludge.

g) "Sewer line" means sewer lines, pump stations, force mains and other constructions or devices used for collecting, transporting, pumping, measuring or disposing of sewage.

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h) "Sewer system" means, individually and collectively, the network of sewer lines, pump stations, force mains and other constructions or devices that discharge into a wastewater treatment plant.

i) "Wastewater treatment plant" means a facility used for the treatment and disposal of sewage.

3. LFUCG'S AGREEMENT TO TREAT. The parties agree that LFUCG shall treat no sewage generated in Jessamine County, Kentucky, outside the boundaries of the Service Area described in Section 1 above. LFUCG agrees to accept into its sewer system and treat up to 2,000,000 gallons per day of sewage generated in the Service Area, calculated on the basis of average daily flows, subject to all the terms, conditions and limitations set forth in this Agreement. Average daily flows shall be calculated by dividing total flows for the most recent twelve (12) months by the number of days in the most recent twelve (12) months. Provided, however, no property in the Service Area shall be permitted to connect to LFUCG's sewer system if:

a) Inadequate capacity exists in LFUCG's existing sewer lines at the time the property applies for connection (including capacity that will be required for approved Fayette County development plans), based upon LFUCG's duly adopted and printed engineering standards, procedures, manuals, and policies in effect at the time of application, and plans to finance and construct new sewer lines or to replace or improve existing sewer lines have not been approved by LFUCG; or

b) the West Hickman sewage treatment plant's average daily flows equal or exceed 90% of the treatment plant's permitted average daily design capacity. In such

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case the remaining treatment plant capacity shall be exclusively reserved for Lexington-Fayette Urban County development needs, and no additional properties in the Service Area shall be permitted to connect to LFUCG's sewer system until such time as the West Hickman Treatment Plant's treatment capacity has been expanded.

4. **JUDICIAL APPROVAL.** LFUCG shall provide no sewage treatment to the Service Area until such has been approved by appropriate order entered in *Lexington-Fayette Urban County Government vs. Jessamine County Fiscal Court, et al.*, Jessamine Circuit Court Civil Action No. 81-CI-047.

5. **FACILITY PLAN.** Except as is otherwise provided in Section 7 below, LFUCG shall provide no sewage treatment services for the Service Area until the Water District has been designated a Regional Planning Agency and has prepared and the Kentucky Division of Water (hereinafter "D.O.W.") has approved a Facilities Plan prepared pursuant to KRS Chapter 224 and 401 K.A.R. 5:006.

The Parties agree that LFUCG's right to treat sewage in the Service Area is not exclusive, and nothing in this Agreement shall preclude the Facilities Plan for the Service Area from proposing sewer lines from the Service Area to publicly owned sewer systems operated by the City of Nicholasville or other public sewage treatment entity, and such sewer lines shall not be required to conform to LFUCG engineering standards, manuals, procedures, and policies as is required by this Agreement for sewer lines connected to LFUCG's sewer system. To the extent the Water District Facilities Plan provides for treatment of sewage from the Service Area by LFUCG, however, the


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Parties agree that in addition to all requirements of KRS Chapter 224, 401 K.A.R. 5:006 and other D.O.W. guidance and requirements, the Facilities Plan shall:

- a) Describe in detail the extent to which the Water District anticipates utilizing LFUCG's sewer system for conveyance and treatment of sewage generated in the Service Area;
- b) Describe the size and location of all proposed trunk sewer lines and other sewage handling, transmission, or processing facilities;
- c) Provide that trunk sewer lines shall be designed, sized, constructed and financed to assure construction of a viable permanent sewer system and to avoid construction of inadequate temporary facilities;
- d) Require all plan specifications for and construction of sewer and storm water facilities in the Service Area to be in conformity with all LFUCG duly adopted and printed engineering standards, manuals, procedures, and policies in effect at the time of construction;
- e) Include a statement of policy disfavoring ~~and restricting~~ on-site sewage disposal systems, septic tanks, and pump stations in the Service Area;
- f) Be prepared in accord with accepted current best engineering, environmental, and planning and zoning practices;
- g) Detail the extent to which LFUCG's sewer system must be improved, upgraded, up-sized, or expanded to convey sewage generated in the Service Area and shall describe how such improvements shall be financed

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6. **CONSTRUCTION COSTS.** The Water District agrees to pay all costs related to construction of sewer lines necessary to transport sewage from the Service Area to LFUCG's sewer system. The Water District also agrees to pay all easement acquisition, engineering, construction, and other costs, of any kind, related to improving, upgrading, up-sizing, or expanding LFUCG's network of sewer lines, pump stations, force mains and other constructions or devices that discharge into a wastewater treatment plant, if such is necessary to transport sewage from the Service Area to LFUCG's West Hickman Wastewater Treatment Plant.

7. **SITE SPECIFIC SERVICE AGREEMENTS.** The Water District agrees to give LFUCG written notice of the proposed connection of any property in the Service Area to LFUCG's sewer system a minimum of three months before an application for a DOW construction permit is filed for the property to allow LFUCG sufficient time to review available sewer line and treatment plant capacity, inflow and infiltration conditions, proposed development and construction plans and specifications, and cost recovery plans, and to allow sufficient time to draft a proposed Site Specific Service Agreement. The Parties agree that no property in the Service Area shall connect to LFUCG's sewer system until LFUCG and the Water District have entered into a Site Specific Service Agreement with the appropriate person or entity having legal authority to enter into an agreement affecting the property (hereinafter referred to as "Developer"). Except as is otherwise provided in Section 3 above, LFUCG agrees that it shall approve all site specific service agreements if: (a) cost recovery and technical aspects of the planned sanitary sewer lines, storm water system, and other infrastructure elements of the

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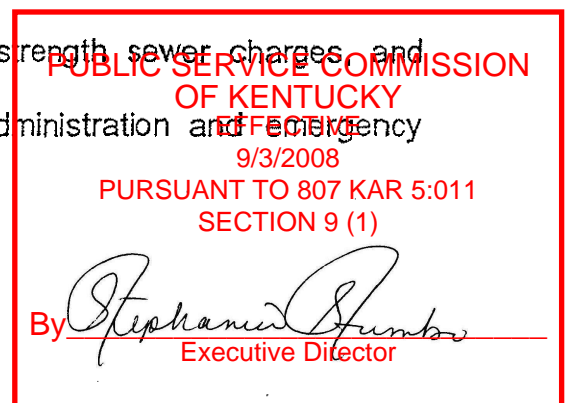
By Stephanie Hunter
Executive Director

development meets or exceeds LFUCG's duly adopted and printed infrastructure requirements existing at the time of submittal for similar Fayette County developments in existence at the time of submittal; and (b) the terms and conditions of the Service Agreement fully comply with the terms and conditions set forth in this Agreement. The parties agree, however, that LFUCG may withhold approval of any site specific service agreement if the Water District has failed to eliminate excessive infiltration and inflow, as provided in Section 13 below. Notwithstanding the foregoing conditions of LFUCG's approval of Site Specific Service Agreements, the Water District may withhold approval and veto any proposed project based upon duly adopted and printed ordinances and regulations it may promulgate.

LFUCG may require the Site Specific Service Agreement to include any term or condition that it usually and normally requires in its duly adopted and printed regulations for sanitary sewer lines and other infrastructure elements of any similar development in Fayette County, and shall include the following:

a) Detailed plans, construction specifications, cost recovery plans, maintenance and repair requirements, timelines for connection, and agreements on the specific amount of treatment capacity LFUCG is to provide the property;

b) An agreement by the Developer to pay the full cost of sewer service to the property, including but not limited to design and construction costs, plan review fees, inspection fees, tap-on fees, sewer user fees, extra strength sewer charges, and incidental service fees, including general contract administration and emergency services;



c) An agreement by the Developer that all sewer and storm water facilities on the property shall be designed, constructed, and inspected, warranted, bonded, or assured according to LFUCG's duly adopted and printed engineering standards, manuals, procedures, and policies in effect at the time of construction, which would be applicable to similar developments in Fayette County, and with drainage controls as provided in Section 9 below;

d) An agreement by the Developer to fully comply with LFUCG's pretreatment ordinance set forth in LFUCG's Code of Ordinances, Section 16-42 to 16-46 and 16-50, as the same may be amended from time to time, as provided in Section 11 below.

Provided, however, that after receiving written notice as provided in Section 19 below a minimum of thirty (30) days prior to application for a connection permit from the Kentucky Division of Plumbing, LFUCG's Commissioner of Public Works may waive any term, condition or requirement of this Agreement and approve connection of the following described facilities to LFUCG's sewer system, on the same terms, conditions and requirements that LFUCG would impose on or require of similarly situated facilities located in Fayette County;

a) Existing sewage generating facilities and improvements developed prior to the date of execution of this Agreement; and

b) Existing sewage generating facilities and improvements, whether developed before or after the date of this Agreement, upon written certification of the Jessamine County Health Department that connection to LFUCG's sewer system is

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desirable to resolve or prevent an environmental emergency causing or threatening to cause damage to the environment or human health.

8. OWNERSHIP OF FACILITIES AND PERMITS. The Parties agree that legal title to all sewer lines in the Service Area eight (8) inches in diameter or greater, all force mains and all pumping stations authorized under Section 10 below, shall be vested in the Water District in a document recorded of record in the Jessamine County Clerk's Office, which grants LFUCG a full access easement. The Parties further agree that individual property owners, property owner associations, private developers, and other persons or entities shall have no ownership interest in such lines or pump stations. The Water District agrees that it shall have sole responsibility and LFUCG shall have no responsibility for obtaining all federal, state or local sanitary sewer or storm water permits required to operate and maintain sewer lines owned by the Water District. The Water District further agrees to obtain a Kentucky Intermunicipal Operational permit issued pursuant to 401 KAR 5:005.

9. SURFACE WATER DRAINAGE. The Parties agree that development in the Service Area may impact existing surface water drainage patterns and that appropriate watershed drainage controls are essential to protect stream quality and private and public property. The Parties agree that property in the Service Area may not be permitted to connect to LFUCG's sewer system, unless at the time the property connects, storm water drainage structures on the property have been designed and constructed in accordance with LFUCG's duly adopted and printed engineering standards, manuals, procedures, and policies in effect at the time of construction.

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10. **PUMP STATIONS.** The Parties agree that LFUCG shall treat no sewage in Jessamine County generated outside the boundaries of the Service Area, either by gravity flow or pump station. The Parties further agree that sewer service to properties within the Service Area shall be by gravity flow, unless LFUCG's Commissioner of Public Works determines in a written opinion that a pump station is necessary based on the following criteria:

a) To provide service to property developed in the Service Area prior to execution of this Agreement; or

b) Is more efficient in order to minimize disruption to existing Fayette County neighborhoods; or

c) Because of inadequate downstream easements or sewer line capacity, or for other technical reasons conveyance by gravity flow is impractical.

11. **SEWAGE PRETREATMENT.** The Water District agrees to comply and to require its agents, developers, and customers to comply with LFUCG's pretreatment ordinances in LFUCG's Code of Ordinances Sections 16-42 through 16-46 and 16-50, as the same may be amended from time to time. The Parties agree that LFUCG shall have sole authority to issue pretreatment permits in the Service Area and to establish pretreatment standards and requirements which shall be the same as those established for users in Fayette County, and that LFUCG may pursue any available legal or equitable remedy against the Water District or its agents, developers, or customers for violation of LFUCG's pretreatment ordinance, and may additionally immediately

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discontinue wastewater service to any industrial, commercial, or business customer of the Water District in the Service Area that violates LFUCG's pretreatment ordinance.

The Parties agree that any property in the Service Area subject to LFUCG's pretreatment ordinances which applies for or receives sanitary sewer service may be required to construct a sewer system access "test" manhole and LFUCG shall be provided a full access easement to the manhole in a document recorded in the Jessamine County Clerk's Office. The manhole shall be located outdoors, shall not be gated, and LFUCG's full and immediate access at all times to the manhole shall not be restricted by the Water District, its agents, developers, or customers.

12. CLEAN WATER DISCHARGES. The Water District agrees to prohibit its customers from discharging through sump pumps, roof drains, area or other drains, or any other source, any clean water to any sewer line, and further agrees that it shall take any and all steps reasonable or necessary to prevent or disconnect any such discharge sources.

13. INFILTRATION AND INFLOW. The Water District agrees to require its developers or customers to install state-of-the-art wastewater flow measuring devices as required by site specific contracts approved by LFUCG pursuant to Section 7 above, capable of accurately recording and documenting actual sewage flows into LFUCG's sewer system. LFUCG and the Water District shall determine the point of location of each such measuring device. The Water District agrees to require its developers or customers to pay all costs related to purchase and installation of the measuring devices.

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If any measuring device records excessive infiltration or inflow, LFUCG shall provide written notice by certified mail to the Water District and the Kentucky Division of Water of such excessive infiltration and inflow. Upon receipt of such notice the Water District agrees to fully comply with 401 KAR 5:005, Section 9(4) (5) (6) and (7).

If the Water District has not eliminated excessive infiltration and inflow within eighteen (18) months after LFUCG's notice to the Water District, or within such lesser time as may be required by any state or federal agency with jurisdiction to enforce state or federal infiltration and inflow regulations, LFUCG may deny further connections to LFUCG's sewer system and the Water District agrees to pay to LFUCG the following:

a) A monthly sewer user fee surcharge at the per gallon rate specified in Section 16-59 of LFUCG's Code of Ordinances, as amended from time to time, for actual sewage flows as measured by the measuring devices exceeding sewage flows calculated on the basis of monthly water usage as provided for in Section 16-59 of LFUCG's Code of Ordinances, as amended from time to time;

b) Within sixty (60) days of written demand from LFUCG, a treatment plant capacity surcharge for actual sewage flows as measured by the measuring devices in all or any portion of the Water District's sewer lines that exceed the treatment plant capacity for which LFUCG has previously been paid tap-on or connection fees, based upon the then current per gallon cost of expanding LFUCG's treatment plant capacity.

An additional two (2) years to eliminate excessive infiltration and inflow may be permitted at the discretion of LFUCG's Commissioner of Public Works (which shall not

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be unreasonably withheld) if engineer certifiable reductions are, in fact, taking place and an on-going program to further address the problem is established and enforced.

The Parties further agree that treatment plant capacity made available to the Service Area is limited to 2,000,000 gallons per day based on the average daily flow as set forth in Section 3 above, and is the maximum capacity to be made available to the Service Area for sewage flows, including inflow and infiltration of ground water or surface water.

14. SEWER USER FEES. The Water District agrees to pay to LFUCG sewer user fees as set forth in Section 16-59, of LFUCG's Code of Ordinances, as the same may be amended from time to time. The user fees shall be calculated based upon the monthly water use of all sewer service customers in the Service Area for which LFUCG provides sewage treatment. As specified in Section 16-59, an extra strength treatment surcharge may be added by LFUCG for any month in which LFUCG sampling shows that the sewage discharge exceeds specified parameters for suspended solids, ammonia, nitrogen, or biochemical oxygen demand, or other parameters as the ordinance is amended from time to time.

The monthly sewer user fees shall be charged by LFUCG directly to the Water District on a single invoice each month, and shall be paid by the Water District directly to LFUCG each month by the due date specified on the invoice. Unpaid sewer user fees shall be subject to late payment penalty and interest as set forth in KRS 45.454. LFUCG shall be entitled to recover all reasonable costs of collection, including reasonable attorney's fees.

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To facilitate sewer user fee billing, the Water District shall provide LFUCG a monthly statement of the total chargeable water use for the Service Area and a printout showing the water use by each customer for all sewer customers in the Service Area. The printout shall show each customer's name, water service account number, service address, meter reading for the month, and volume of water use for the month. LFUCG shall have the right to reasonable access to Water District records for the purpose of auditing individual water consumption figures furnished by the Water District, and the Water District shall have reasonable access to LFUCG records for purpose of auditing the accuracy of LFUCG charges to the Water District.

The Water District agrees that LFUCG shall have the right to periodically adjust sewer user and other fees it charges all customers within Fayette County and the Service Area and it agrees to pay such revised rates. LFUCG agrees to give the Water District, its agents, developers, or customers the same advance notice of such fee increases as is provided to Fayette County customers.

15. **FAILURE TO PAY.** The Water District agrees that if it or its agents, developers, or customers fail to pay any costs, fees, user fee, surcharge fee, or other fee or cost of any kind provided for in this Agreement, LFUCG may pursue any available equitable or legal remedy, and shall be entitled to recover all reasonable costs of collection, including reasonable attorneys fees, and additionally, may prohibit any future connections of properties in the Service Area to its sewer system, or after thirty (30) days written notice to the Water District, or its agents, developers or customers, disconnect any such nonpaying customers in the Service Area from LFUCG's sewer

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system. Likewise LFUCG agrees that if it, or its agents, fail to comply with its obligations hereunder, the Water District may pursue any available equitable or legal remedy, and shall be entitled to recover all reasonable costs of enforcement, including reasonable attorney's fees.

16. INSPECTION, MAINTENANCE, AND REPAIRS. The Water District agrees to regularly inspect, monitor, maintain, and repair at its expense, its sewer lines within the Service Area. The Parties agree that LFUCG shall have access to and may inspect at any time any portion of the Water District's sewer lines within the Service Area, and may make emergency repairs to the sewer lines if such are reasonable or necessary to protect LFUCG's wastewater treatment plant, sewer system or drainage ways. The Water District agrees to reimburse LFUCG for its reasonable expenses incurred in emergency repairs within sixty (60) days of receipt of billing from LFUCG. LFUCG agrees to provide the Water District with documentation of emergency repairs conducted and to advise on other repairs needed to return the Water District's sewer lines to normal operational status, which the Water District agrees to complete within a reasonable time, not to exceed ninety (90) days.

17. REPORTING REQUIREMENTS. The Water District shall provide in writing to LFUCG (at the time of their filing in Jessamine County) copies of any and all:

a) Cost recovery plans or plans for construction, maintenance, or replacement of sewer lines in the Service Area;

b) Legal changes in the Water District organizational structures including ownership, service areas, or major proposed financings;

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c) Meeting dates and places of local, state or federal boards or agencies of which the Water District has notice and at which sewer service in the Service Area will be discussed. The Water District agrees it shall do nothing to prevent LFUCG from appearing and being heard at any such meeting, relative to wastewater matters, and to express its views as to how plans or proposals may impact either the short or long term efficiency of financing and constructing sewer facilities, or impact environmental conditions in the Service Area. Likewise, the Water District shall do nothing to prevent any written or oral comments by LFUCG from being made a part of the record proceedings.

d) The Water District shall provide LFUCG with an annual calendar report documenting the full "build out" estimate of sewage generation for each approved plan for construction or development in the Service Area, on or before April 30 of the year following execution of this Agreement and on the same date in subsequent years. The report shall include a capacity consumption baseline with the annual increase in capacity consumption detailed to show the current year's construction along with past years' activities. The report shall also include a report on the condition of the sewer lines within the Service Area prepared by a professional engineer with training and experience in sanitary sewer systems. The annual report shall contain such other information and data as the parties shall mutually agree.

The Water District shall use its best efforts to provide or to arrange for the Jessamine County Fiscal Court or its planning boards or commissions to provide in writing to LFUCG (at the time of their filing in Jessamine County) copies of any and all:

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- a) Proposals for alternative sewage treatment or conveyance systems in the Service Area, including on-site sewage disposal systems, pump stations, or septic tanks (excluding agricultural homes or farm facilities);
- b) Development proposal or plan which differs from the approved Water District Facilities Plan;
- c) Proposed amendments to the Jessamine County/Wilmore Comprehensive Plan impacting the Service Area;
- d) Annexation proposals in or immediately adjacent to the Service Area;
- e) Zone change requests in the Service Area;
- f) Proposed subdivision or development construction in the Service Area;
- g) Building permits issued for developments in the Service Area;

18. **DIVERSION OF FLOWS.** The Parties contemplate that sewage from the Service Area will be treated at LFUCG's West Hickman Wastewater Treatment Plant, but the Parties agree that LFUCG in its sole and absolute discretion and at its own cost may divert sewage flows from the West Hickman Wastewater Treatment Plant to alternative treatment facilities; and any such diversion shall not alter or amend the Water District's financial obligations under this Agreement, and shall not create any grounds for a claim by the Water District, financial or otherwise, against LFUCG.

The Parties also agree that the Water District in its sole and absolute discretion may divert sewage flows from the Service Area from an existing connection to LFUCG's system to another publicly owned treatment plant facility in Jessamine County, but such

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diversion shall not serve as the basis for any claim by the Water District for a refund of any past payments under this Agreement to LFUCG, nor shall it create any grounds for a claim by LFUCG, financial or other wise, against the Water District.

19. NOTICE PROVISIONS.

All notices required under this Agreement shall be by certified mail directed to:

To Lexington-Fayette Urban County Government:

Office of the Mayor
200 East Main Street
Lexington, KY 40507

and

Office of the Urban County Council
200 East Main Street
Lexington, KY 40507

and

Urban County Engineer
Division of Engineering
200 East Main Street
Lexington, KY 40507

and

Director
Division of Sanitary Sewers
301 Lisle Industrial Road
Lexington, KY 40511

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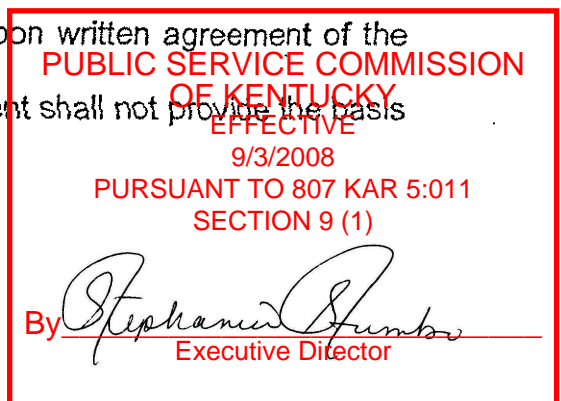
To the Water District:

Chairperson
Jessamine-South Elkhorn Water District
117 South Main Street
Nicholasville, KY 40356

20. **GOVERNING LAW.** This Agreement has been entered into in Fayette County, Kentucky, and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky and LFUCG's Code of Ordinances and engineering manuals, standards, practices and procedures. The Parties agree that any litigation related to the terms of this Agreement shall be brought in the Franklin Circuit Court, Frankfort, Kentucky, and the Parties acknowledge that venue shall be proper in such court.

21. **DURATION AND TERMINATION.** The duration of this Agreement shall be for a term of forty (40) years, or for such longer term as may be necessary to comply with the terms of any loan, grant or bond issue which the Water District obtains or receives for the purpose of constructing, operating or maintaining its sewer lines, and shall be renewed for a like term unless one of the parties to the Agreement gives written notice to the other party of an intent to terminate. Said notices must be given at least one (1) year but not more than three (3) years prior to the expiration of the original term of this Agreement.

This Agreement may be terminated at any time upon written agreement of the Water District and LFUCG, but termination of the Agreement shall not provide the basis



for a claim against LFUCG for a refund of any past payment of any sums to LFUCG under this Agreement.

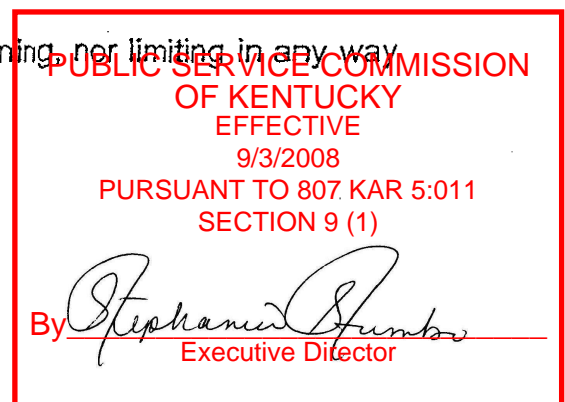
The Parties acknowledge that LFUCG's West Hickman Wastewater Treatment Plant may from time to time be expanded, and the Parties agree that LFUCG may terminate this Agreement if appropriate officers of Jessamine County refuse or fail in a timely manner to provide LFUCG with building permits or other authorizations for expansion of West Hickman Wastewater Treatment Plant upon LFUCG's presentation of appropriate applications.

22. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on LFUCG, the Water District, and their respective successors and assigns.

23. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court, or by the Public Service Commission or other administrative body of competent jurisdiction, such holding shall invalidate and render unenforceable all other provisions herein, except to the extent of any obligations that remain outstanding.

24. INTERPRETATION. LFUCG and the Water District agree that both have participated in the drafting and negotiation of this Agreement and this Agreement shall not be interpreted against either party by virtue of having participated in such drafting and negotiation.

25. CAPTIONS. The captions of this Agreement are for convenience only and are not to be construed as part of the Agreement, nor as defining, nor limiting in any way the scope of the provisions herein.



26. ENTIRE AGREEMENT. This Agreement supersedes all previous agreements, oral or written, between LFUCG and the Water District, and represents the entire agreement between the Parties. No other agreements or representations, oral or written, have been made by LFUCG or the Water District. This Agreement may not be altered, modified, or amended, except in a writing properly executed and approved by LFUCG and the Water District.

IN WITNESS WHEREOF, the Parties hereto have caused their respective signatures to be affixed hereto by their proper officers duly authorized, all as of the day and year first above written.

JESSAMINE - SOUTH
ELKHORN WATER DISTRICT

BY: [Signature]
ITS: Chairman
Pursuant to Resolution of Board of Commissioners
Passed: 12-4-2002

ATTEST:

[Signature]
Secretary

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: [Signature]
ITS: Mayor
Pursuant to Resolution 690-2002
Passed 12/12/2002

ATTEST:

[Signature]
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PROPOSED
JESSAMINE COUNTY
201 PLANNING AREA
FEBRUARY 1999

JESSAMINE COUNTY 201 PLANNING AREA LIMITS
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

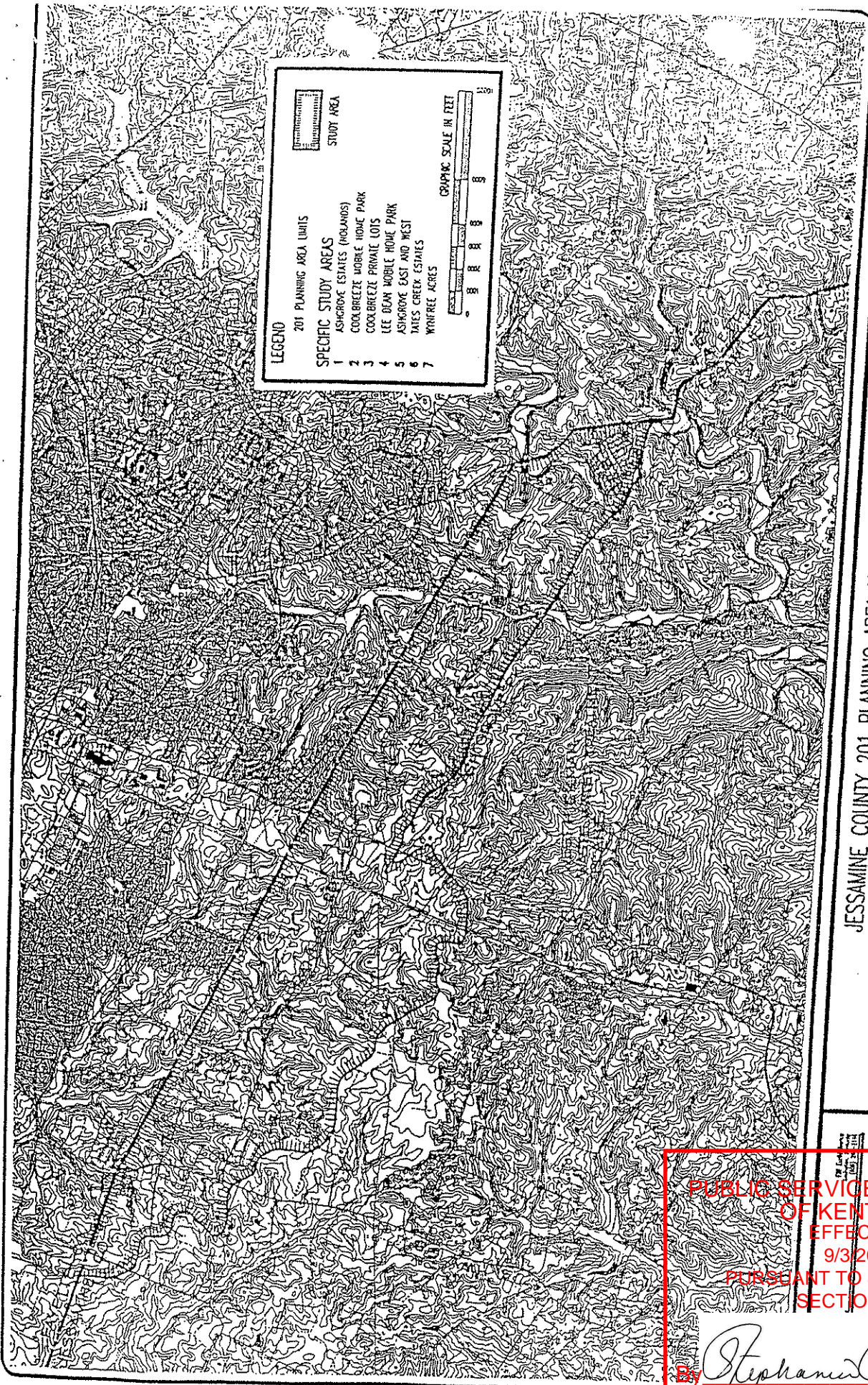
LEGEND

201 PLANNING AREA LIMITS
STUDY AREA

SPECIFIC STUDY AREAS

- 1 ASHGROVE ESTATES (HIGHLANDS)
- 2 COOKBREEZE MOBILE HOME PARK
- 3 COOKBREEZE PRIVATE LOTS
- 4 LEE BEAN MOBILE HOME PARK
- 5 ASHGROVE EAST AND WEST
- 6 WYNFREE ESTATES
- 7 WYNFREE ACRES

GRAPHIC SCALE IN FEET



**PUBLIC SERVICE COMMISSION
OF KENTUCKY**
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By *Stephanie Rumber*
Executive Director

EXHIBIT B

Parcel 1:

Beginning at a point, said point being the center line intersection of Harrodsburg Road and Brannon Road; thence with the center line of Brannon Road S 66° 04' E 655 feet; thence with a new line S 18° 44' W 1417.21 feet to a point in the line of Zarring; thence with the line of Zarring N 64° 01' W 657.67 feet to a point in the center line of Harrodsburg Road; thence with the center line of Harrodsburg Road N 18° 44' E 1393.66 feet to the point of beginning, containing 21.049 gross acres.

Being the same property conveyed to Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation, by deed dated March 5, 1975, from Kindred Homes, Inc., a Kentucky corporation, of record in Deed Book 133, Page 324, in the Jessamine County Clerk's office.

Parcel 2:

Being all of Parcel B, as shown on the Minor Consolidation Plat of Parcels A and B, Southland Christian Church Property, of record in Plat Cabinet 5, Slide 181-B, Jessamine County Clerk's office, to which plat referenced is hereby made for a more particular description of said property.

Being the same property conveyed to Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation, by deed dated July 30, 1992, from Billy M. Oaks and Mabel L. Oaks, his wife, of record in Deed Book 290, Page 465, in the Jessamine County Clerk's office.

Parcel 3:

From an iron spike at the intersection of the centerline of U.S. 68 and the original centerline of Brannon Road, thence S 18° 44' W, 1393.66 feet to an iron spike at the centerline of U.S. 68, thence S 64° 01' E, 2889.76 feet to an iron pin at the true point of beginning, said point located at the northeast corner of Parcel B as shown on the Minor Consolidation Plat of Parcels A and B, Southland Christian Church Property in Plat Cabinet 5, Slide 181-B, Jessamine County Clerk's office, thence from said point of beginning S 72° 33' 26" E, 53.13 feet to a steel fence pole, thence with existing chain link fence S 20° 34' 58" W 614.58 feet to an iron pin in said fence, thence N 65° 33' 36" W, 26.58 feet to an iron pin at the southeast corner of said Parcel B, thence with the east line of Parcel B, N 18° 05' 30" E, 610.46 feet to the point of beginning, and containing 0.559 acres.

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By Stephanie Dumbrowski IT
Executive Director

Being the same property conveyed to Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation, by quitclaim deed dated July 30, 1992, from Billy M. Oaks and Mabel L. Oaks, his wife, of record in Deed Book 290, Page 468, in the Jessamine County Clerk's office.

Parcel 4:

All of Lot No. 1, being 12.00 acres more or less, of the Mabel L. Oaks Property, as shown on Minor Subdivision Plat of the Mabel L. Oaks Property, of record in Plat Cabinet 8, Slide 286, in the Jessamine County Clerk's office.

Being the same property conveyed to Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation, by deed dated July 27, 1998, from Mabel L. Oaks, a widow, of record in Deed Book 389, Page 111, in the Jessamine County Clerk's office.

Parcel 5:

All of Lot 2, being 30.777 acres more or less, of the Mabel L. Oaks Property, as shown on the Minor Subdivision Plat of the Mabel L. Oaks Property, of record in Plat Cabinet 8, Slide 286, in the Jessamine County Clerk's office.

Being the same property leased and including an Offer to Purchase Contract setting out the purchase price and terms entered into on the 3rd day of November, 1994, by and between Billy M. Oaks and Mabel L. Oaks and the Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation. The aforementioned Lease has not yet been put to record.

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By 
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 19

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

SHEET NO. _____

Jessamine-South Elkhorn Water District
(Name of Utility)

APPENDIX

FLOW CHART
Proposed Development Requiring Sanitary Sewer Service
North Jessamine Sanitary Sewer Area


Lexington-Fayette Urban County Government (LFUCG)

And

Jessamine-South Elkhorn Water District (JSEWD)


DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
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Executive Director

FLOWCHART - NORTH JESSAMINE SEWER SERVICE AREA Jessamine South Elkhorn Water District

PROPOSED DEVELOPMENT REQUIRING SANITARY SEWER SERVICE
Note: Drainage Basins with Storm Water Flow into Fayette County Also Require Storm Water Management Design to Meet LFUGG Requirements

Request Made Directly to JSEWD (2a)

Requestor (Developer) Meets with Board of Commissioners of JSEWD to Explain Request and Scope of Service
***FOR BOTH SEWER AND STORM WATER (1a)**

JSEWD Prepares Sewer System Evaluation Agreement for Execution by Developer, Listing Requestor's Responsibility and Requirements

JSEWD Staff And Consultants Confer With LFUGG Informing Them Of Developer's Request. Group Reaches Mutually Acceptable Listing Of Parameters and Criteria (1b)

Board of Commissioners of JSEWD Determine if Request is Valid, Operable and Acceptable

Approved?

YES
(Sheet - 2)

Developer Makes Changes and Resubmits Request

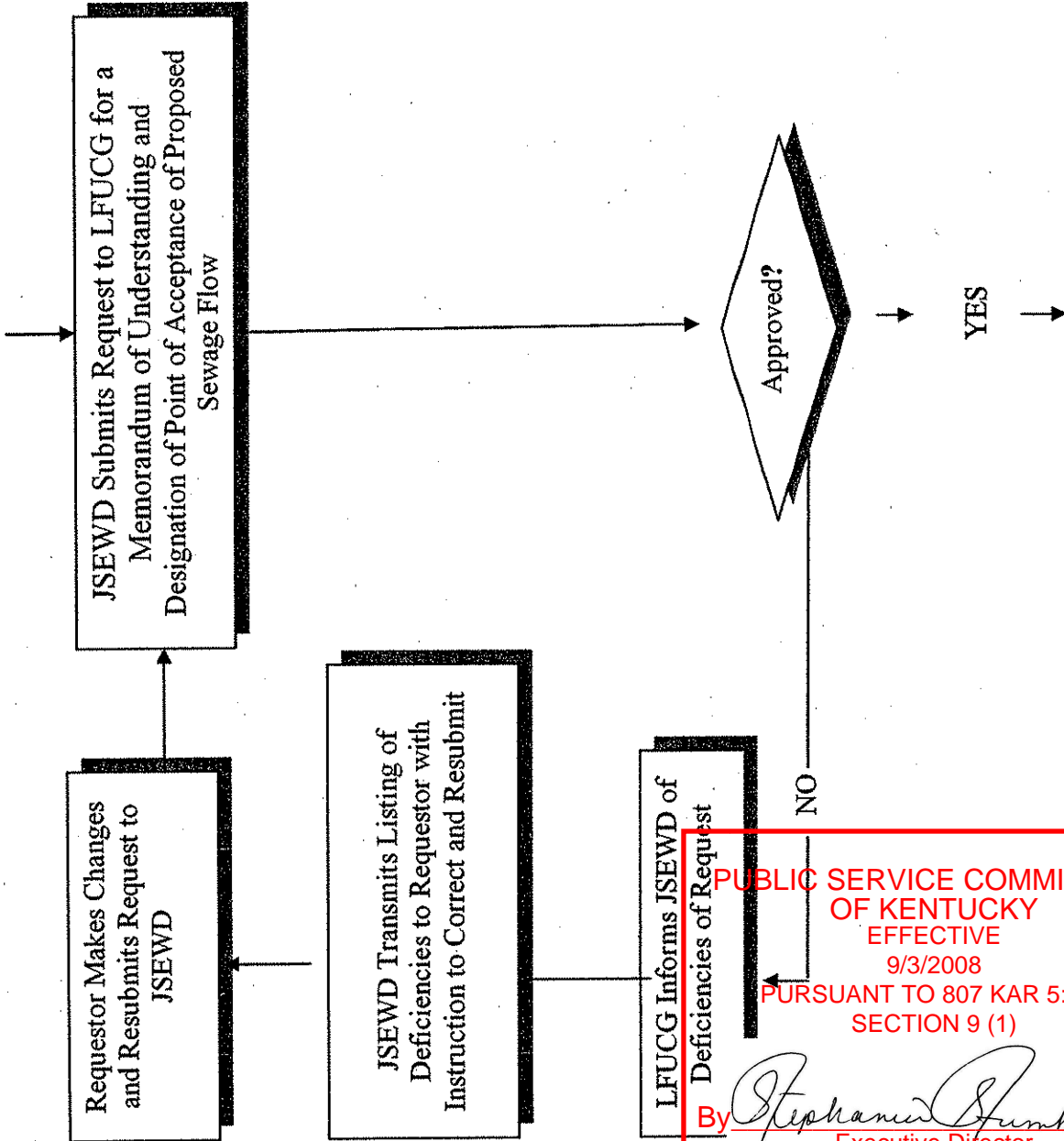
Requestor in Writing with Denial or Amendments necessary

NO

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE 9/3/2008
PER QUANT TO 807 KAR 5:1 SECTION 9 (1)
Requester is advised that the Sewer System Evaluation Agreement will address the question of sewer availability. A separate letter will NOT be issued. (1c)

By *Stephanie Dumbrowski*
Executive Director

(Sheet -1)



(Sheet -3)

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 PURSUANT TO 807 KAR 5:011
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By *Stephanie Dumbrowski*
 Executive Director

(Sheet - 2)

LFUCG Reviews District Request and Point of Acceptance Request. If Necessary Meets with District Reps to Evaluate Any System

JSEWD Forwards Designation of Point of Connection and Copy of Preliminary Approval and Memorandum of Understanding to Developer with a List of Charges and Dates Due

Requestor Prepares Detailed Construction Plan, and Other Required Supporting Material. Developer's Plans and Specifications shall meet LFUCG and JSEWD Standards and Procedures, and Submits Four (4) Copies to JSEWD

JSEWD Submits Two (2) Copies Developer's Completed Package of Plans, Specs, and Other Support to LFUCG

LFUCG and JSEWD Conduct Simultaneous Review. LFUCG Returns Review Comments to JSEWD. JSEWD Returns Comments to Requestor for Additions/Corrections and Resubmittal, if Necessary

Requestor Returns Four (4) Revised And Corrected Copies Of Plans & Specs To District. District Forwards Two(2) Copies To LFUCG. Upon acceptance, LFUCG & JSEWD Issue KDOI Submittal Letters, to Requestor.

JSEWD Collects All Monies Due Both the District and LFUCG. (2c)

(Sheet - 4)

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

By *Stephanie Hunter*
Executive Director

(Sheet - 3)

JSEWD Returns KDOW Certification Letters from LFUCG and JSEWD to Developer (Requestor)

Requestor to Furnish to JSEWD Copy of Approval Letter from KDOW and All Applicable Public Agencies and Payment of All Due Charges

JSEWD Forwards Copy of KDOW Approval Letters to LFUCG with Request to Prepare Site Specific Agreement for Execution

LFUCG & JSEWD Prepare Site Specific Service Agreement for Execution by Developer

Developer To Furnish Six (6) Sets Of 11 X 17 And Two (2) Sets Of 24 X 36 Construction Plans Which Have Been Signed And Stamped By The Developer's Engineer (3a)

Developer Executes Site Specific Agreement, Returns to JSEWD. JSEWD and LFUCG Approves and Executes Site Specific Agreement

JSEWD Forwards to Developer Authorization to Commence Construction

(Sheet - 5)

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By 
Executive Director

(Sheet --4)

JSEWD Engineering Representative to
Conduct Inspections and Monitoring of System

Construction of System

LFUCG Engineering Department
Has Right to Observe Construction

Developer, His Engineer And Contractor Shall Attend Scheduled Monthly Progress
Meetings, During Period Of Construction, Up To System Acceptance. (3b)

Final Acceptance Testing and
Inspections of Constructed System

Payment by Developer of All Fees and Charges Due and Unpaid along with a Request for
Connection to System and a Deed of Conveyance of System with Easement(s) to JSEWD

Acceptance Of System By JSEWD With Approval To Developer To Connect
(At This Time The District May Issue Tap-On Permits) (1d)


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By Stephanie Rumber
Executive Director

REVISION SCHEDULE (3c)

Revisions Number	Date	Description
(1a)	11-05	Added "FOR BOTH SEWER AND STORMWATER"
(1b)	11-05	Added step "JSEWD Staff And Consultants Confer With LFUCG Informing Them Of Developer's Request. Group Reaches Mutually Acceptable Listing Of Parameters and Criteria"
(1c)	11-05	Added * Note "Requester is advised that the Sewer System Evaluation Agreement will address the question of sewer availability. A separate letter will NOT be issued."
(1d)	11-05	Added " (At This Time The District May Issue Tap-On Permits)"
(2a)	12-05	Rmored steps -- "Developer Makes Request Directly to LFUCG" & "LFUCG Directs Requestor to Make Requestor to Make Request Directly to LFUCG"
(2b)	12-05	Removed step "JSEWD Prepares Interim Agreement for Execution by Developer, Listing Requestor's Responsibility and Requirements" Added step -- "JSEWD Prepares Sewer System Evaluation Agreement for Execution by Developer, Listing Requestor's Responsibility and Requirements"
(2c)	12-05	Removed from step "to Formulate and Executes a Formal and Detailed Agreement of Sewer Extension with Requestor and"
(3a)	08-07	Added step "Developer To Furnish Six (6) Sets Of 11 X 17 And Two (2) Sets Of 24 X 36 Construction Plans Which Have Been Signed And Stamped By The Developer's Engineer"
(3b)	08-07	Added step "Developer, His Engineer And Contractor Shall Attend Scheduled Monthly Progress Meetings, During Period Of Construction, Up To System Acceptance."
(3c)	08-07	Added Revisions Schedule

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By 
 Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 20

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

SHEET NO. _____

Jessamine-South Elkhorn Water District
(Name of Utility)

APPENDIX

**Interlocal Agreement
Wilmore Sewer Service Area
Sewerage Treatment Agreement**

City of Wilmore (COW)

And

Jessamine-South Elkhorn Water District (JSEWD)

DATE OF ISSUE August 4, 2008
Month / Date / Year


DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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9/3/2008
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Executive Director

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of Nov, 2005, by and between the City of Wilmore (hereinafter "Wilmore"), a municipal government duly created and existing pursuant to the provisions of Kentucky Revised Statutes and the Jessamine-South Elkhorn Water District (hereinafter "Water District"), a water district duly created and existing pursuant to the provisions of Kentucky Revised Statutes Chapter 74.

WITNESSETH:

WHEREAS, the parties to this Agreement mutually agree that the citizens of Wilmore and Jessamine County are best served by the most efficient and environmentally sound wastewater collection and treatment system; and

WHEREAS, the parties to this Agreement support sound Regional Planning and joint utilization of public infrastructure and services; and

WHEREAS, the parties to this Agreement support efficient and cost effective provision of governmental services; and

WHEREAS, the parties to this Agreement support sound environmental planning; and

WHEREAS, the City of Wilmore, in the document entitled "201 Wastewater Facilities Plan for The City of Wilmore, Kentucky", a plan for the orderly and efficient collection and treatment of wastewater to serve area growth and depicted portions of Jessamine County outside the corporate limits of Wilmore that are potentially within the Wilmore treatment plant service area; and

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By Stephanie Hunter
Executive Director

WHEREAS, Wilmore updated its, 201 Plan (New Facilities Plan), pursuant to KRS Chapter 224A and 401 KAR 5:006 approved by the Wilmore City Council; and

WHEREAS, The 2004 Comprehensive Plan adopted by the Jessamine County/City of Wilmore Joint Planning Commission on October 12, 2004 indicates that urban type residential (i.e.; R-1, R1V, R-2, etc.) should occur in areas accessible to public sewers; and

WHEREAS, it can be expected that there will be re-zoning requests and development pressures within and on the outside fringe of Wilmore's 201 Planning Area; and

WHEREAS, both parties do hereby agree and concur that it is in the best interest of the citizenry of Wilmore and Jessamine County that such development occurs on public sewer so that the health and welfare of the citizens of Wilmore and Jessamine County may be protected; and

WHEREAS, the Jessamine Fiscal Court by Resolution duly adopted and of record in Fiscal Court Order Book 28, Page 626, has designated the Water District as the proper agency to provide sewage disposal services in the Service Area described herein, with arrangements as permitted by law to be made between Wilmore and the Water District for the treatment of sewage; and

WHEREAS, the Water District, by Resolution, duly adopted on August 9, 1995, resolved pursuant to KRS 74.407 to provide for a sewer system within its territorial boundaries and adjoining areas, which includes the Service Area described herein; and

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WHEREAS, the Water District has received approval from the Kentucky Division of Water for its regional Facilities Plan pursuant to KRS Chapter 224 and 401 KAR. 5:006 and said plan states that the Water District should be the operator of systems to provide sewer systems to the service area; and

WHEREAS, the Water District has determined that sewage generated in the Service Area, as described hereinafter, should be treated by Wilmore at its Wastewater Treatment Plant or other facility, instead of in a wastewater treatment facility constructed and owned by the Water District; and


WHEREAS, the Water District has determined treatment of sewage by Wilmore generated in the Service Area would be in the best interest of the residents of the Service Area;

NOW, THEREFORE, for and in consideration of the mutual promises and obligations made and exchanged in this Agreement, Wilmore and the Water District (hereinafter collectively referred to as the "Parties") agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement the following terms and phrases shall have the following meanings:

a) "Clean water" includes but is not limited to storm water, surface water, ground runoff, subsurface drainage, sump pit water, roof runoff, cooling water or unpolluted industrial process water.

b) "Connections to Wilmore's sewer system" directly to Wilmore's existing sewer system.

means connections made
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By 
Executive Director

c) "Infiltration" means water other than wastewater that enters a sewer system from the ground through means such as defective pipes, pipe joints, connections, manholes, or by any other means.

d) "Inflow" means water other than wastewater that enters a sewer system from means such as roof leaders, yard drains, area drains, drains from springs or swampy areas, openings in manhole covers, cross connections with storm sewers, catch basins, cooling towers, storm waters, source runoff, street wash waters, drainage, or any other source which directs rainwater into the sewer system.

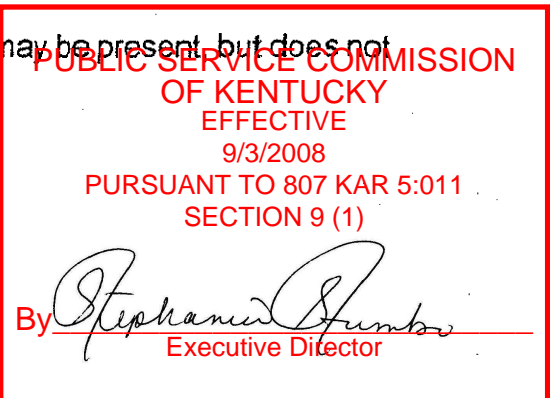
e) "Excessive infiltration and inflow" means a high groundwater or rainfall induced sewage flow rate in all or any portion of the Water District's sewer lines exceeding either:

[1] 300 gallons per capita per day based on the maximum flow received during a twenty-four (24) hour period exclusive of industrial flow; or

[2] More than 150 gallons per capita per day based on the annual average of daily flows for the most recent twelve (12) months exclusive of industrial flow.

f) "Service Area" means all that area within the territorial boundary of the Jessamine South Elkhorn Water District that is outside the corporate limits (2005) of the City of Nicholasville and City of Wilmore.

g) "Sewage" means the water carried human or animal wastes, including septic effluent, from residences, buildings, or other places, together with industrial wastes or underground, surface, storm or other water, as may be present, but does not include septic solid waste or sewer sludge.



h) "Sewer line" means sewer lines, pump stations, force mains and other constructions or devices used for collecting, transporting, pumping, measuring or disposing of sewage.

i) "Sewer system" means, individually and collectively, the network of sewer lines, pump stations, force mains and other constructions or devices that discharge into a wastewater treatment plant.

j) "Wastewater treatment plant" means a facility owned and operated by a public body used for the treatment and disposal of sewage.

2. **WILMORE'S OPTION TO TREAT.** Whether or not Wilmore treats sewage generated by a specific property, shall be left to Wilmore's discretion, and this Agreement shall not be construed as the assumption by Wilmore of an obligation to treat the sewage of any applicant under this Agreement.

Provided, however, no property in the Service Area shall be permitted to connect to Wilmore's sewer system if:

a) Inadequate capacity exists in Wilmore's existing sewer lines at the time the property applies for connection (including capacity that will be required for approved Wilmore development plans), based upon Wilmore's duly adopted and printed engineering standards, procedures, manuals, and policies in effect at the time of application, and plans to finance and construct new sewer lines or to replace or improve existing sewer lines have not been approved by Wilmore; or

b) The sewage treatment plant's average daily flows equal or exceed 85% of the treatment plant's permitted average daily design capacity. In such case the remaining treatment plant capacity shall be exclusively reserved for City of Wilmore

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By Stephanie Dumber
Executive Director

development needs, and no additional properties in the Service Area shall be permitted to connect to Wilmore's sewer system until such time as the treatment plant's treatment capacity has been expanded.

3. **CONSTRUCTION COSTS.** The Water District agrees that the developer and/or applicant shall pay all costs related to construction of sewer lines and appurtenances necessary to transport sewage from the applicant's project to Wilmore's sewer system. The Water District agrees to cause the applicants to pay all easement acquisition, engineering, legal, construction, and other costs of any kind, related to improving, upgrading, up-sizing, or expanding Wilmore's existing network of sewer lines, pump stations, force mains and other constructions or devices that discharge into a wastewater treatment plant, if such is necessary to transport sewage from the applicant's project to Wilmore's treatment plant.

4. **SITE SPECIFIC SERVICE AGREEMENTS.** The Water District agrees to give Wilmore written notice of the proposed connection of any property to Wilmore's sewer system a minimum of one (1) month before an application for a KDOW Construction permit is filed for the property, to allow Wilmore sufficient time to review available sewer line and treatment plant capacity, inflow and infiltration conditions, and to allow sufficient time to draft a proposed site specific service agreement. The Parties agree that no property shall connect to Wilmore's sewer system until Wilmore and the Water District have entered into a site specific service agreement with the appropriate person or entity having legal authority to enter into an agreement affecting the property (hereinafter referred to as "Developer"). Wilmore agrees that it shall approve all site specific service agreements if:

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a) Technical aspects of the planned sanitary sewer lines, and other infrastructure elements of the development meets or exceeds Wilmore's duly adopted and printed infrastructure requirements existing at the time of submittal for similar Wilmore developments in existence at the time of submittal. Wilmore shall rely on its staff and may retain other outside consultant for such determination; and

b) The terms and conditions of the site specific service agreement fully comply with the terms and conditions set forth in this Agreement.

The parties agree, however, that Wilmore may withhold approval of any site specific service agreement if the Water District has failed to eliminate excessive infiltration and inflow. Wilmore may require the site specific service agreement to include any term or condition that it usually and normally requires in its duly adopted and printed regulations for sanitary sewer lines and other infrastructure elements of any similar development in Wilmore, and shall include the following:

[1] Detailed plans, construction specifications, timelines for connection, and agreement on the specific amount of treatment capacity requested of Wilmore to provide service to the property;

[2] An agreement by the Developer to pay the full cost of sewer service to the property, including but not limited to design and construction costs, plan review fees, Wilmore's consultant fees, legal fees, inspection fees and incidental service fees, including general contract administration and emergency services. Also, the Developer shall agree that any tap-on fees, extra strength sewer charges, sewer use fees and any and/or all fees normally charged by Wilmore to its customers shall be paid by the end user of the system or the Developer;

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[3] An agreement by the Developer that all sewer facilities on the property shall be designed, constructed, and inspected, warranted, certified, bonded, or assured according to Wilmore's duly adopted and printed engineering standards, manuals, procedures, and policies in effect at the time of construction, which would be applicable to similar developments in Wilmore.

[4] An agreement by the Developer to fully comply with Wilmore's pretreatment ordinance, as the same may be amended from time to time.

5. **OWNERSHIP OF FACILITIES AND PERMITS.** The Parties agree that legal title to all sewer lines eight (8) inches in diameter or greater, all force mains and all pumping stations and appurtenances (i.e., chemical feed equipment) downstream from the connection to Wilmore's sewer system, shall be vested in the Water District in a document recorded in the Jessamine County Clerk's Office. All easements obtained by the Water District shall grant Wilmore full access to the aforementioned improvements. The Parties further agree that individual property owners, property owner associations, private developers, and other persons or entities shall have no ownership interest in such lines or pump stations. The Water District agrees that it and/or sewer applicant shall have sole responsibility and Wilmore shall have no responsibility for obtaining all federal, state or local sanitary sewer permits required to operate and maintain sewer lines owned by the Water District. The Water District further agrees to obtain a Kentucky Intermunicipal Operational permit issued pursuant to 401 KAR 5:005.

6. **SEWAGE PRETREATMENT.** The Water District agrees to comply and to require its agents, developers, and customers to comply with Wilmore's pretreatment

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ordinances in Wilmore's Ordinance # 481-99, Sewer Use Ordinance, as the same may be amended from time to time. The Parties agree that Wilmore shall have sole authority to issue pretreatment permits to an applicant and to establish pretreatment standards and requirements which shall be the same as those established for users in the City of Wilmore. Furthermore, the Parties agree that Wilmore shall have the right and responsibility for assessment of an extra strength treatment surcharge against the permitted applicants.

The Parties agree that any property in the Service Area subject to Wilmore's pretreatment ordinances which applies for or receives sanitary sewer service may be required to construct a sewer system access "test" manhole and Wilmore shall be provided a full access easement to the manhole in a document recorded in the Jessamine County Clerk's Office. The manhole shall be located outdoors; it shall not be gated; and Wilmore's full and immediate access at all times to the manhole shall not be restricted by the Water District, its agents, Developers, or customers. If requested by Wilmore, the Water District agrees to require the Developers or its customers to install an acceptable wastewater flow measuring device.

7. **CLEAN WATER DISCHARGES.** The Water District agrees to prohibit its customers from discharging through sump pumps, roof drains, ditches or other drains, or any other source, any clean water to any sewer line, and further agrees that it shall take any and all steps reasonable or necessary to prevent or disconnect any such discharge sources.

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8. **INFILTRATION AND INFLOW.** If requested by Wilmore, the Water District agrees to require the Developers or its customers to install wastewater flow measuring devices as required by the site specific service agreements approved by Wilmore, pursuant to Section 4 above, capable of accurately recording and documenting actual sewage flows into Wilmore's sewer system. Wilmore and the Water District shall determine the point of location of each such measuring device. If installed, the Water District agrees to require the Developers or its customers to pay all costs related to purchase and installation of the measuring devices.

Should Wilmore elect not to require installation of measuring devices on new installations and construction, this shall not prevent Wilmore from requiring installation, by the Water District, of measuring devices at a later time if Wilmore presents evidence that shows excessive infiltration or inflow.

If such installed measuring devices records excessive infiltration or inflow, as defined by Section 1.e herein, Wilmore shall provide written notice by certified mail to the Water District. Upon receipt of such notice, the Water District agrees to fully comply with 401 KAR 5:005, Section 9(4) (5) (6) and (7).

If the Water District has not eliminated excessive infiltrations and inflow within eighteen (18) months after Wilmore's notice to the Water District, Wilmore may deny further connections to Wilmore's sewer system.

Within sixty (60) days of written demand from Wilmore, such written demand shall be given after the above stated eighteen (18) months, a treatment plant capacity

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surcharge shall be accessed against the Water District. The surcharge shall be Wilmore's regular sewer user fee at the per gallon rate specified in Ordinance # 500-00, as amended from time to time, for the actual infiltration and inflow amount.

9. **SEWER USER FEES.** The Water District agrees to pay to Wilmore sewer user fees as set forth in the Ordinances (Ordinance # 500-00, Rev: 1/22/01), as the same may be amended from time to time. The user fees shall be calculated based upon the monthly water use of all of the Water District's sewer service customers within the service area, for which Wilmore provides sewage treatment. As specified in Wilmore's Ordinances, an extra strength treatment surcharge may be added by Wilmore, and the Water District shall add to the customer's bill for any month in which Wilmore's sampling shows that the sewage discharge exceeds specified parameters for suspended solids, ammonia, nitrogen, or biochemical oxygen demand, or other parameters as the ordinance is amended from time to time.

The monthly sewer user fees shall be charged by Wilmore directly to the Water District on a single invoice each month, and shall be paid by the Water District directly to Wilmore each month by the due date specified on the invoice.

To facilitate sewer user fee billing and unless Wilmore provides water service, the Water District shall provide Wilmore a printout showing the water use by each sewer customer in the Service Area and a monthly statement of the total chargeable water use for sewer customers served hereunder. The printout shall show each customer's name, water service account number, service address, meter reading for the month, and

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By 
Executive Director

volume of water use for the month. Wilmore shall have the right of reasonable access to Water District records for the purpose of auditing individual water consumption figures furnished by the Water District, and the Water District shall have reasonable access to Wilmore records for purpose of auditing the accuracy of Wilmore charges to the Water District.

The Water District agrees that Wilmore shall have the right to periodically adjust sewer user and other fees it charges all customers within Wilmore and the customers served hereunder, and it agrees to pay such revised rates. Wilmore agrees to give the Water District, its agents, developers, or customers the same advance notice of such fee increases as is provided to other Wilmore customers.

10. **FAILURE TO PAY.** The Water District agrees that if it or its agents, the developers, or its customers fail to pay any costs, fees, user fee, surcharge fee, or other fee or cost of any kind provided for in this Agreement, Wilmore may pursue any available equitable or legal remedy, and shall be entitled to recover all reasonable costs of collection, including reasonable attorneys fees and court costs, and additionally, may prohibit any future connections of properties to its sewer system, or after thirty (30) days written notice to the Water District, or its agents, the Developers, or its customers, disconnect any such nonpaying customers from Wilmore's sewer system. Likewise Wilmore agrees that if it, or its agents, fail to comply with its obligations hereunder, the Water District may pursue any available equitable or legal remedy, and shall be entitled to recover all reasonable costs of enforcement, including reasonable attorneys fees and court costs from Wilmore.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Stephanie Dumbrowski
Executive Director

11. **DIVERSION OF FLOWS.** The Parties also agree that the Water District in its sole and absolute discretion may divert sewage flows from properties served hereunder from an existing connection to Wilmore's system to another publicly owned treatment plant facility in Jessamine County, but such diversion shall not serve as the basis for any claim against Wilmore, by the Water District, for a refund of any past payments under this Agreement, nor shall it create any grounds for a claim by Wilmore, financial or otherwise, against the Water District.

12. **NOTICE PROVISIONS.**

All notices required under this Agreement shall be by certified mail directed to:

To City of Wilmore:

Office of the Mayor
City of Wilmore
335 East Main Street
Wilmore, KY 40390

and

Director of Utilities
City of Wilmore
335 East Main Street
Wilmore, KY 40390

To the Water District:

Chairperson
Jessamine-South Elkhorn Water District
107 South Main Street, PO Box 731
Nicholasville, KY 40356

13. **GOVERNING LAW.** This Agreement has been entered into in Jessamine County, Kentucky, and shall be interpreted under and governed by the laws of the

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

By 
Executive Director

Commonwealth of Kentucky. The Parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky, and the Parties acknowledge that venue shall be proper in such court.

14. **DURATION AND TERMINATION.** The duration of this Agreement shall be for a term of forty (40) years, or for such longer term as may be necessary to comply with the terms of any loan, grant or bond issue which the Water District obtains or receives for the purpose of constructing, operating or maintaining its sewer lines. This Agreement shall be automatically renewed for a like term unless the Parties give a written agreement to terminate.

This Agreement may be terminated at any time upon mutual written agreement of the Water District and Wilmore, but termination of the Agreement shall not provide the basis for a claim by the Water District against Wilmore for a refund of any past payment of any sums to Wilmore under this Agreement, nor shall it create a basis for any claim by Wilmore, financial or otherwise, against the Water District.

15. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on Wilmore, the Water District, and their respective successors and assigns.

16. **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court, or by the Public Service Commission or other administrative body of competent jurisdiction, such holding shall not invalidate and render unenforceable all other provisions herein, except to the extent of any obligations that remain outstanding.

17. **INTERPRETATION.** Wilmore and the Water District agree that both have participated in the drafting and negotiation of this Agreement and this Agreement shall

9/3/2008
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Stephanie Dumbrowski
Executive Director

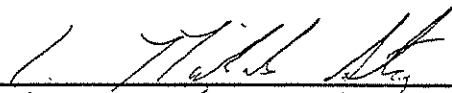
not be interpreted against either party by virtue of having participated in such drafting and negotiation.

18. **CAPTIONS.** The captions of this Agreement are for convenience only and are not to be construed as part of the Agreement, nor as defining, nor limiting in any way the scope of the provisions herein.

19. **ENTIRE AGREEMENT.** This Agreement supersedes all previous sewer agreements, oral or written, between Wilmore and the Water District, and represents the entire agreement between the Parties. No other agreements or representations, oral or written, have been made by Wilmore or the Water District. This Agreement may not be altered, modified, or amended, except in a writing properly executed and approved by Wilmore and the Water District.

IN WITNESS WHEREOF, the Parties hereto have caused their authorized respective signatures to be affixed hereto by their proper officers duly authorized, all as of the day and year first above written.

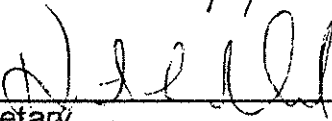
JESSAMINE - SOUTH ELKHORN WATER DISTRICT

By: 
Nicholas Strong
ITS: Chairman

ATTEST: 

Pursuant to Resolution Agenda

Passed 11/1/05


Secretary

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: 
Executive Director

CITY OF WILMORE

By: David L. Rainwater

ITS: Mayor

ATTEST David L. Rainwater

Pursuant to Resolution 11-2005

Passed November 7, 2005

Colleen Beardsley

City Clerk

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Stephanie Dumbrowski
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 21

Jessamine-South Elkhorn Water District
(Name of Utility)

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

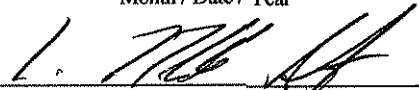
SHEET NO. _____

APPENDIX

Service Applications and Forms

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By 
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 22

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____

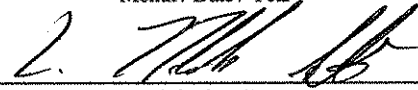
APPENDIX

Sanitary Sewer User Agreement
Jessamine-South Elkhorn Water District

Gravity Sewer Application
And
Sewer Tap Inspection Requirements - Handout


DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Executive Director

ON-SITE SANITARY SEWER USER AGREEMENT

This agreement is made this ____ day of _____, 20__, between _____, (“Customer”); and the Jessamine-South Elkhorn Water District, (“District”).

In consideration of the mutual covenants contained herein and subject to the District’s Sanitary Sewer Rates, Rules and Regulations (“Sewer Tariff”) and the regulations of the Kentucky Public Service Commission, as all may be amended from time to time, the District and the Customer agree as follows:

1. The District will provide sanitary sewer collection and treatment service to the Customer’s property identified below (“Property”) and the Customer shall pay the rate for such service on a monthly basis as provided by the Sewer Tariff until a new Sanitary Sewer User Agreement is executed by another party for the Property or a disconnect request is accepted by the District. **The District’s contractor shall be the only installer of the sanitary sewer system and the fees for such installation are attached hereto and incorporated by reference herein.**

2. If the Customer violates the terms of this Agreement and the District expends funds to rectify same, or if a claim is made against or the District is held responsible for damages or injuries to persons or property caused by or resulting from the act or failure to act of the Customer, a member of the Customer’s household, or Customer’s employee or agent in relation to the District’s property or facilities, then the Customer shall fully indemnify and hold the District completely harmless from all such loss, cost and expense so incurred, including but not limited to attorney’s fees and court costs.

3. The Customer grants the District, its successors and assigns, a perpetual access easement in, over, under and upon the Property, with the right to construct and install and thereafter use, inspect, maintain, replace and remove sanitary sewer pipelines and appurtenant facilities, together with the right to utilize adjoining lands of the Customer for the purpose of ingress to and egress from the Property. **All tanks shall be accessible by pump truck for pumping every 3 – 5 years. An attached list of prohibited practices and products is incorporated by reference herein.**

4. It is understood and agreed that if service is disconnected by the District due to the Customer’s failure to timely pay the District’s charges, service will not be reconnected and the deposit will not be refunded so long as the Customer, or any member of the Customer’s household, still occupies the Property and the bill remains unpaid.

5. This Agreement constitutes the entire contract between the parties hereto, superseding and canceling all prior discussions, understandings and agreements, and this Agreement shall not be changed or supplemented unless done in writing and signed by both parties hereto.

CUSTOMER SIGNATURE

DISTRICT SIGNATURE

ADDRESS OF PROPERTY SERVED

CUSTOMER’S BILLING ADDRESS

CUSTOMER’S CELL TELEPHONE

CUSTOMER’S HOME TELEPHONE

CUSTOMER’S WORK TELEPHONE

CUSTOMER’S EMPLOYER

ADULT MEMBERS OF CUSTOMER’S HOME

CUSTOMER’S DRIVER’S LICENSE NO.

ADULT MEMBERS’ EMPLOYER(S)

CUSTOMER’S

Jessamine-South Elkhorn Water District – P.O. Box 731-Nicholas
(859) 881-0589 (phone) (859) 881-5080 (fax)

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Stephanie Dumbrowski
Executive Director

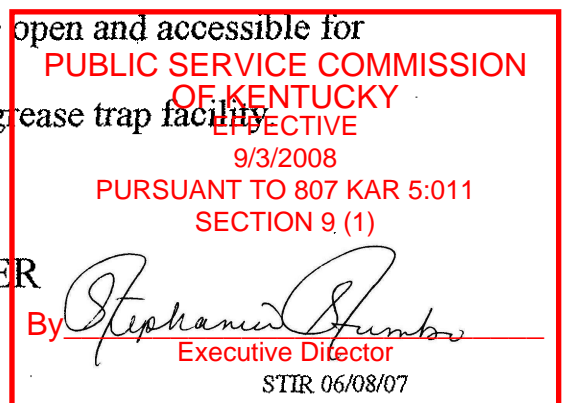
**Jessamine - South Elkhorn Water District
Sewer Division**

Sewer Tap Inspection Requirements

The following are requirements of the Jessamine South Elkhorn Water District Sewer Division. All items must be completed before a sewer tap inspection can be performed.

- 1) The lateral shall have an approval sticker from the State Plumbing Inspector indicating his inspection and approval.
- 2) Entire lateral trench from structure to sewer line must be open for inspection. Ditch is not to be backfilled until after the District has approved the connection.
- 3) The cleanouts for the structure and for sewer line must be at or above finished grade.
- 4) Structures with basements and/or sump pumps must be open and accessible for inspection to confirm separation of sump pump(s) from sewer system.
- 5) Gravel backfill for trench must be on site.
- 6) Structures that require a grease trap must be open and accessible for inspection of size, type and location of the grease trap facility.

PLEASE GIVE TO PLUMBER



FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 23

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____

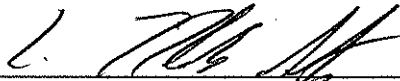
APPENDIX

Sanitary Sewer Permit

Jessamine-South Elkhorn Water District

DATE OF ISSUE August 4, 2008
Month / Date / Year


DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

Date _____

Permit No. _____

SANITARY SEWER PERMIT

Jessamine South Elkhorn Water/Sewer District
P O Box 731, Nicholasville, KY 40340

_____ (Applicant), having made application and paid the fee
of _____, is hereby granted a tap-on permit for sanitary sewer service at

Description: **Commercial** **Residential**

Building Type: **Single Family Dwelling** **Duplex** **Townhouse** **Condo**

Apartment **Service Station** **Mobile Home Park** **School**

Motel **Commercial** **Other** _____

JSEWD Representative

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By *Stephanie Dumbrowski*
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 24

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____

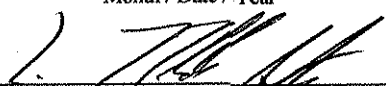
APPENDIX

Sewer Tap Inspection Log

Jessamine-South Elkhorn Water District

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Executive Director

SEWER TAP INSPECTION
 Jessamine South Elkhorn Water District

Date: _____ Time: _____ Permit No. _____

Inspected by: _____ Permit Name: _____

Address of Tap _____

Property Designation: Residential: _____ Single _____ Commercial
 _____ Duplex _____ Industrial
 _____ Multi _____ Institutional

INSPECTION LOG

(✓ yes X no)

_____ Ditch open for inspection	_____ Spigot end downstream
_____ Gravel bedding	_____ Alignment true
_____ Gravel onsite for backfill	_____ Correct depth
_____ Joints, fitting properly made	_____ Clean out installed
_____ Main lateral size	_____ House
_____ 4"	_____ Main
_____ 6"	_____ Correct Slope
_____ House lateral size	_____ 4" @ 2% (min)
_____ 4"	_____ 6" @ 1% (min)
_____ 6"	

Pipe Material and Clean Out

Pipe Material (Schedule _____)	Clean Out (_____ Main _____ House)
_____ Clay	_____ Adjacent to grade
_____ PVC	_____ Plug tightened
_____ Cast iron	_____ Concrete collar in place
_____ Other	_____ Material
	_____ PVC
	_____ Cast iron/Bronze

Clean Out/Location Dimensions

Distance from house to clean out _____
 Line depth at clean out _____
 Line depth at house _____

Comments: _____

Approval/Disapproval

_____ APPROVED (Green sticker affixed) _____ DISAPPROVED (Red sticker affixed)

List reasons and corrective action: _____

**PUBLIC SERVICE COMMISSION
 OF KENTUCKY**
 EFFECTIVE
 9/3/2008
 PURSUANT TO 807 KAR 5:011
 SECTION 9 (1)

By Stephanie Dumbrowski
 Executive Director
 (511 05-01-07)

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 25

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____

APPENDIX

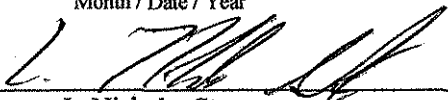
Grease Interceptor

Application and Inspection Forms

Jessamine-South Elkhorn Water District


DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Executive Director

JESSAMINE SOUTH ELKHORN WATER DISTRICT GREASE INTERCEPTOR APPLICATION

FACILITY INFORMATION:

Applicant (owner) Name: _____

Facility Name: _____

Address: _____ Zip _____

Contact Name: _____ Phone: _____

Food Preparation Information (check all that apply)

Type of Operations:	Preparation Methods:	Equipment used:	Quantity
Dine-in <input type="checkbox"/>	Pan Frying <input type="checkbox"/>	3 Compartment Sink <input type="checkbox"/>	_____
Carry Out <input type="checkbox"/>	Deep Frying <input type="checkbox"/>	Dishwasher <input type="checkbox"/>	_____
Catering <input type="checkbox"/>	Grill Frying <input type="checkbox"/>	Pre-Rinse Sink <input type="checkbox"/>	_____
Cafeteria <input type="checkbox"/>	Broiling <input type="checkbox"/>	Chinese Cooker (wok sink) <input type="checkbox"/>	_____
Bakery <input type="checkbox"/>	Baking <input type="checkbox"/>	Garbage Disposal <input checked="" type="checkbox"/>	_____
Other <input type="checkbox"/>	Rotisserie <input type="checkbox"/>	<input type="checkbox"/>	_____

Maximum Seating Capacity _____ Maximum hours of operation per day _____

List proposed type of interceptor (under sink interceptor or grease trap) and attach drawing of type with proposed size.

Plumbing Units (Grease Generating)	Proposed Interceptor Flow Rate/Capacity*
A. _____	_____
B. _____	_____
C. _____	_____

* Note: Interior interceptors must be at least 25gpm/50lb capacity to be considered by Jessamine South Elkhorn Water District

I hereby certify that the above information is accurate. I acknowledge that changes in cooking methods, volume and hours of operation will require re-application and possible increase in the size or type of grease or oil interceptor. I certify the trap will be cleaned of grease a minimum of once per week and will be pumped out entirely no less than once per six (6) months. I acknowledge that the required cleaning frequency can be increased at any time by the Division of Sanitary Sewers. I agree to comply with the Rules and Regulations printed on the back of this Application and any regulations incorporated therein by reference.

Signature (owner) _____ Print Name _____ Date _____

GREASE INTERCEPTOR PERMIT

Facility and Size _____

Location Address _____

Date Permit Issued _____ District's Representative _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

EFFECTIVE
9/3/2008

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

By Stephanie Hunter
Executive Director

**RULES & REGULATIONS
JESSAMINE SOUTH ELKHORN WATER DISTRICT
GREASE AND OIL INTERCEPTORS**

1. Grease and oil interceptors shall be provided as required in section (4) below, except that such interceptors shall not be required for single family or multifamily dwelling units unless problems occur at particular locations more than twice in a twelve-month period.
2. Grease and oil interceptors to be installed shall be constructed in conformance with the most recent Jessamine-South Elkhorn Water District Rules and Standards, the State Plumbing Code and the applicable Jessamine South Elkhorn Water District Standard Drawing. The required interceptor shall be designed according to the most stringent of the above current standards and sized according to the requirements of the Jessamine-South Elkhorn Water District (hereinafter "District"), and approval of the interceptor shall be determined by the District's consulting engineer upon review of the proposed facility. The interceptor shall be located so as to be readily and easily accessible for cleaning and inspection.
3. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperatures. They shall be of substantial construction, watertight and equipped with easily removable covers. Each user shall provide protection against accidental discharge of grease and oil. Features which prevent accidental discharge of these materials shall be provided and maintained at the user's expense. Facilities and operating procedures to provide these protections shall be submitted to the District for review and approval prior to construction of the facility. Review and approval of such plans and operating procedures shall not relieve the facility of the responsibility to modify its interceptor as necessary to meet the requirements of this section.
4. Grease and oil interceptors shall be required at all facilities which provide food service and/or preparation activities, including, but not limited to, full service restaurants, fast food establishments, delis, cafeterias (including church and school facilities where commercial equipment is installed and the square footage and/or frequency of use indicates more than occasional use), meat distributors, food processing facilities, grocery stores with food preparation/service areas, bakeries, caterers, and/or other similar types of operations.
5. Grease and oil interceptors shall be cleaned on a regular basis which will ensure proper and efficient operation which shall occur not less than one (1) time within a six-month period. Approved internal or under-counter interceptors shall be cleaned at least once per week. Cleaning shall consist of removal of the entire contents of the device, including grease cap and sludge pocket, and inspection of the empty device for defects and/or obstructions which would prevent proper function.
6. Written records shall be maintained by the facility indicating maintenance and cleaning of the grease or oil interceptor. The record shall, at a minimum, reflect: dates of maintenance; person performing the maintenance; estimated volume of grease removed; receipts or manifests from haulers; disposal locations; facility manager's verification. The records shall be retained for a period of three (3) years and shall be available at the facility along with a copy of the grease interceptor permit for inspection by the District's representative.
7. Any loss, cost or expense, including but not limited to attorney's fees and court costs, incurred by the District as a result of a violation of these Rules and Regulations by the facility shall be reimbursed by said facility to the District and the facility shall also repair and restore to its pre-existing conditions any damage, obstruction or impairment caused by it to any sanitary sewer, storm sewer or natural outlet

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

JESSAMINE SOUTH ELKHORN WATER DISTRICT Facility Grease Trap Inspection Form

Facility Information:

- 1. Facility Name: _____
Facility Location: _____ Zip _____
- 2. Contact Name: _____ Phone: _____
- 3. Date/Time: _____

Interceptor Information:

- 4. Does this facility have a grease trap/interceptor? Yes No
- 5. Type of grease trap: Under sink External Other _____
GT Volume _____
GT Volume _____
GT Volume _____
- 6. Does the Grease trap comply with JSEWD sizing requirements? Yes No
- 7. Are all grease laden sources plumbed to the grease trap Yes No _____

Interceptor Maintenance:

- 8. Is grease trap cleaned and maintained regularly: Yes No
Maintenance frequency Weekly Monthly Quarterly Other _____
- 9. Grease Trap cleaning performed by _____
- 10. Is grease trap cleaning documented in a maintenance log? Yes No
Obtain copy of documentation.
- 11. Are the conditions of the grease interceptor permit being met? _____

Interceptor Inspection:

- 12. Estimate current grease level. _____
- 13. Is the interceptor easily accessible? _____

Best Management Practices implementation:

- 14. Are BMP signs posted? _____
- 15. Are BMPs being followed? (Observe employee practices) _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

EFFECTIVE
9/3/2008

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

By Stephanie Hunter (ER)
Executive Director

(CONTINUED FROM OTHER SIDE)

Compliance Status:

16. Date of last inspection _____ Facility in compliance on prior inspection? Yes No

17. Condition of downstream sewer lines? _____

Signed _____ Date _____

Facility Compliance Status

YES	NO	
_____	_____	Is the interceptor properly sized?
_____	_____	Does the interceptor have a permit?
_____	_____	Are the conditions of the permit being met?
_____	_____	Is the interceptor being properly maintained?
_____	_____	Are maintenance logs and maintenance receipts kept?
_____	_____	Are all documents kept onsite and available for inspection?
_____	_____	Are all grease-laden sources plumbed to the grease interceptor?

Additional Comments: _____

Any questions marked no indicate a violation of one of the Jessamine-South Elkhorn Water District rules pertaining to grease interceptors. Any facility violating any of these provisions shall become liable to the Jessamine-South Elkhorn Water District for any loss, cost or expense, including but not limited to attorney's fees and court costs, incurred by the Jessamine-South Elkhorn Water District by reason of such violation. Said facility shall also be liable and/or responsible for repairing or restoring to its pre-existing condition any sanitary sewer, storm sewer or natural outlet damaged, obstructed or impaired by it.

Inspector: _____

AGREED: _____

FACILITY MANAGER DATE

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By Stephanie Hunter
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 26

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____

APPENDIX

Grease Interceptor

Standard Drawing

Jessamine-South Elkhorn Water District

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

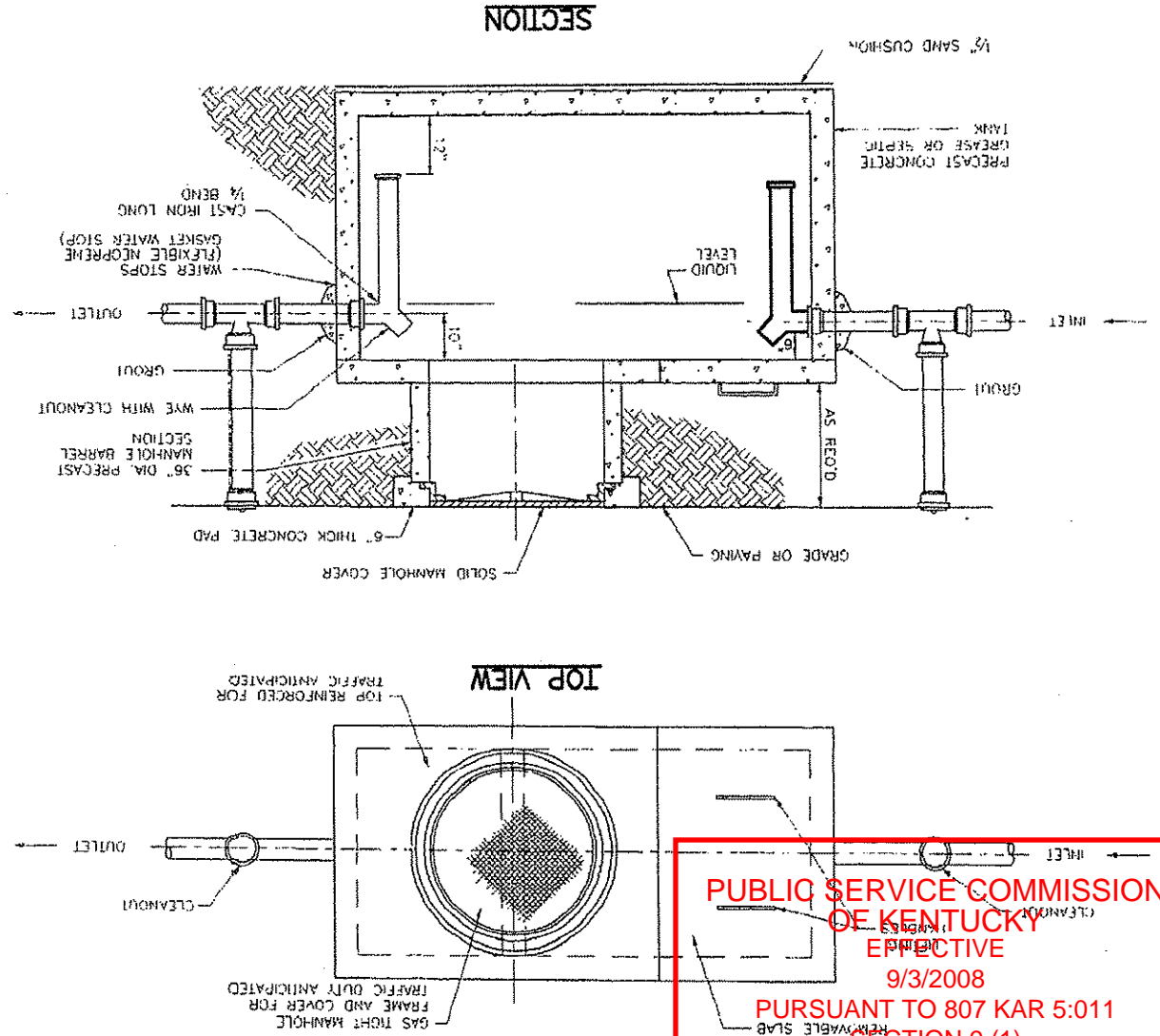
TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

STANDARD SANITARY SEWER DRAWING NO. 103			
SCHEMATIC EXAMPLE FOR GREASE INTERCEPTOR			
JESSAMINE SOUTH ELKHORN WATER DISTRICT			
NO.	DATE	REVISION DESCRIPTION	BY



- GENERAL NOTES:
1. THIS STRUCTURE IS TO BE ACCESSIBLE FOR MAINTENANCE OR INSPECTION WITH COVERS AND CLEANOUTS BROUGHT TO GRADE.
 2. FOR TRAFFIC AREAS, DESIGN CRITERIA SHALL BE HS-20 LOADING.
 3. FLOW TO THE INTERCEPTOR SHALL EXCLUDE SANITARY SEWAGE AND SURFACE DRAINAGE.
 4. DESIGN AND CAPACITY OF GREASE INTERCEPTOR TO BE CERTIFIED BY ENGINEER IN ACCORD WITH KENTUCKY STATE PLUMBING CODE AND REVIEWED FOR CAPACITY BY THE DISTRICT PRIOR TO CONSTRUCTION.
 5. MULTIPLE COMPARTMENT INTERCEPTORS ARE ACCEPTABLE.
 6. THE MINIMUM CAPACITY OF INTERCEPTORS IS 1000 GALLONS. INTERCEPTOR SIZING TO BE IN ACCORDANCE WITH NATIONAL TECHNICAL INFORMATION SERVICE (NTIS) DESIGN MANUAL - ONSITE WASTEWATER TREATMENT AND DISPOSAL SYSTEMS REPORT NO. EPA-825/1-90-012.
 7. PIPE CLEANOUT TEST SHALL BE THE SAME SIZE AS THE PIPE AND BE WITHIN 8' OF THE GREASE INTERCEPTOR ON INLET AND OUTLET LINES.

**PUBLIC SERVICE COMMISSION
 OF KENTUCKY**
 EFFECTIVE
 9/3/2008
 PURSUANT TO 807 KAR 5:011
 SECTION 9 (1)

By Stephanie Dumbo
 Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 27

Jessamine-South Elkhorn Water District
(Name of Utility)

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

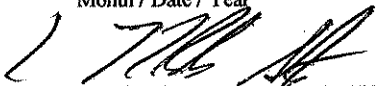
SHEET NO. _____

APPENDIX

OWNER'S AFFIDAVIT
AND
WARRANTY


DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By 
Executive Director

OWNER'S AFFIDAVIT AND WARRANTY

TO: Jessamine-South Elkhorn Water District and
Lexington-Fayette Urban County Government

FROM: (owner's name)

PROJECT & LOCATION:

DATE:

I, _____, _____ of _____,
(Name) (Corporate Office) (Name of Company)
am the owner and/or the representative of the company that constructed and owns the sanitary and storm sewers for the above referenced Project, and after first being duly sworn, state that all contractors, sub-contractors, materialmen and laborers, who performed work or supplied materials incorporated in the sanitary and storm sewer systems for the Project, have been paid in full.

I further represent and warrant the following:

(a) _____ is duly organized, validly existing, and in good
(Name of Company)
standing under the laws of the Commonwealth of Kentucky. _____ has
(Name of Officer)
all requisite power and authority to enter into and perform the obligations contemplated by this Affidavit and Warranty. The execution and delivery of this Affidavit and Warranty and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of _____. This Affidavit
(Name of Company)
and Warranty has been duly executed and delivered by _____ and
(Name of Officer)
constitutes the legal, valid and binding obligation of _____
(Name of Company)
enforceable against it in accordance with its terms.

(b) The execution and delivery of this Affidavit and Warranty does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of _____
(Name of Company)
documents, or any other agreement to which _____
(Name of Company)

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Stephanie Dumbrowski
Executive Director

(c) _____ covenants to obtain, any consent, approval or
(Name of Company)
authorization of any third party required in connection with _____
(Name of Company)
execution and delivery of this Affidavit and Warranty or the performance by _____
of the obligations contemplated herein as obtained.
(Name of Company)

(d) _____ has good, valid and marketable title to the sanitary and
(Name of Company)
storm sewer systems of the Project, free and clear of all liens, encumbrances, leases,
restrictions, or other agreements.

(e) _____ warrants that the sanitary and storm sewer systems
(Name of Company)
for the Project have been constructed and installed in accordance with the approved plans
and specifications and that all materials, supplies and equipment incorporated into the
work will be new and free from any and all defects, whether latent or patent, in
workmanship. _____ agrees to repair and replace, at its own expense,
(Name of Company)
all of the work which may prove to be defective, for a period of three(3) years after the
date of acceptance by JSEWD, relative to the sanitary sewer system, and for a period of
one (1) year after the date of _____ engineer's certification relative to
(Name of Company)
the storm sewer system. Each of the time periods shall be secured by a performance bond
posted in favor of JSEWD by _____, which bonds shall not be released
(Name of Company)
without prior approval of LFUCG.

(f) There are no: (i) Hazardous Materials (as defined below) located on the Project
property or which have been released into the environment, or discharged, placed or
disposed of at on or under the Project in violation of any Environmental Laws (defined
below); (ii) underground storage tanks which have been located on or under the Project.

The term "Hazardous Materials" means and includes, without limitation:

(i) Those substances included within the definitions of "hazardous
substances", "hazardous materials", "toxic substances" or "solid waste" in
any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of
Transportation Table or amendments thereto (49 CFR 172.101) or by the
U.S. Environmental Protection Agency (or any successor agency) as
hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii) Those other substances, materials and wastes which are or
become classified as hazardous or toxic by any such regulation or
ordinance; and

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 809 KAR 0011
SEC. 004(1)

By Stephanie Dumber
Executive Director

(iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 *et seq.*); (G) explosive; or (H) radioactive.

(v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits, decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.

Dated: _____

(Owner's Signature)

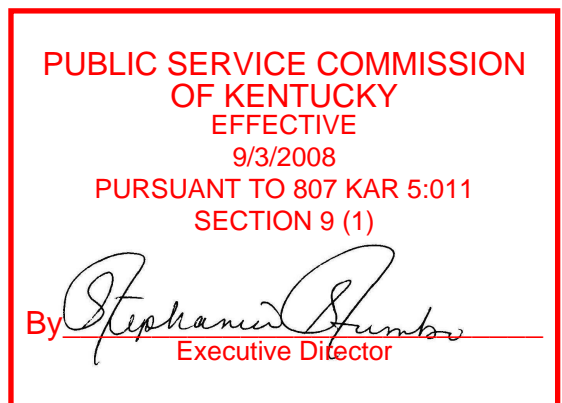
COMMONWEALTH OF KENTUCKY
COUNTY OF _____, SCT....

Subscribed, sworn to and acknowledged before me by _____, as
(Owner's Name)
_____ of _____, for and on behalf of said entity on
(Corporate Office) (Owner's Business Name)
_____ day of _____, 200__.

My Commission expires: _____.

NOTARY PUBLIC

g:\...USEWD\Sanitation\Owner's Affidavit & Warranty



FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 28

Jessamine-South Elkhorn Water District
(Name of Utility)

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


SHEET NO. _____

APPENDIX

ENGINEER'S CERTIFICATION

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Executive Director

ENGINEER'S CERTIFICATE OF COMPLETION
OF SANITARY SEWER CONSTRUCTION

TO: Jessamine-South Elkhorn Water District and
Lexington-Fayette Urban County Government

FROM: (engineer or engineering firm of record)

PROJECT & LOCATION:

DATE:

CERTIFICATION

I, _____, _____ of _____,
(Name) (Corporate Office) (Name of Engineering Firm)

am the engineer and/or the engineering firm of record for the above referenced Project, and I hereby certify that I have inspected the Project work; that all of the construction has been completed; that all of the construction has been performed in compliance with all permits and the approved plan and specifications for this Project, and it further meets the requirements, as same may be amended from time to time, of the Kentucky Division of Water, LFUCG's Code of Ordinances (including but not limited to Chapter 16), all applicable administrative regulations, rules, practices and procedures of the LFUCG Department of Public Works (i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewers and Pumps); and the rules and regulations of the Jessamine-South Elkhorn Water District and Jessamine County related to the operation and use of sanitary sewers; and that the Project system will function for the purpose for which it was designed.

Dated: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY

EFFECTIVE
(Engineer of Record's Signature)
9/3/2008

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

By Stephanie Rumber
Executive Director

COMMONWEALTH OF KENTUCKY
COUNTY OF _____, SCT....

Subscribed, sworn to and acknowledged before me by _____, as
(Engineer's Name)
_____ of _____, for and on behalf of said entity on
(Corporate Office) (Engineer's Business Name)
_____ day of _____, 200_.

My Commission expires: _____.

NOTARY PUBLIC

g:\...USEWD\Sanitation\Engineer's Certification of Completion\Sanitary Sewer

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Stephanie Rumber
Executive Director

ENGINEER'S CERTIFICATE OF COMPLETION
OF STORM SEWER CONSTRUCTION

TO: Jessamine-South Elkhorn Water District
and Lexington-Fayette Urban County Government

FROM: (engineer or engineering firm of record)

PROJECT & LOCATION:

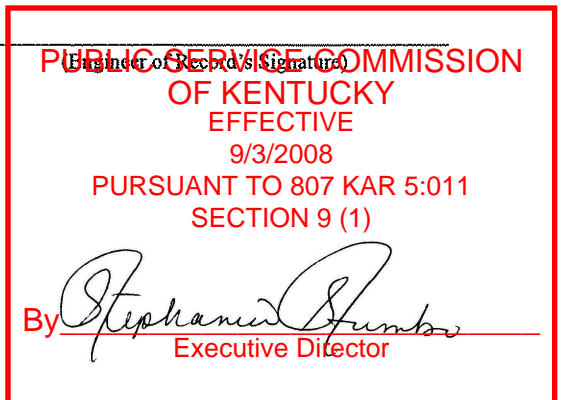
DATE:

CERTIFICATION

I, _____ of _____,
(Name) (Corporate Office) (Name of Engineering Firm)

am the engineer and/or the engineering firm of record for the above referenced Project, and I hereby certify that I have inspected the Project work; that all of the construction has been completed; that all of the construction has been performed in compliance with all permits and the approved plan and specifications for this Project, and it further meets the requirements, as same may be amended from time to time, of LFUCG's Code of Ordinances, including but not limited to all applicable administrative regulations, rules, practices and procedures of the LFUCG Department of Public Works (i.e., Procedure Manuals for Infrastructure Development, Storm Water); and the rules and regulations of the Jessamine-South Elkhorn Water District and Jessamine County related to the operation and use of storm sewers; and that the Project system will function for the purpose for which it was designed.

Dated: _____



COMMONWEALTH OF KENTUCKY
COUNTY OF _____, SCT...

Subscribed, sworn to and acknowledged before me by _____, as
(Engineer's Name)
_____ of _____, for and on behalf of said entity on
(Corporate Office) (Engineer's Business Name)
_____ day of _____, 200_.

My Commission expires: _____.

NOTARY PUBLIC

g:\...USEWD\Sanitation\Engineer's Certification of Completion\Storm Sewer

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Stephanie Dumbrowski
Executive Director

ENGINEER'S PERIODIC CERTIFICATION
OF SANITARY SEWER CONSTRUCTION COMPLIANCE

TO: Jessamine-South Elkhorn Water District and
Lexington-Fayette Urban County Government

FROM: (engineer or engineering firm of record)

PROJECT & LOCATION:

DATE:

SUMMARY OF WORK COMPLETED TO DATE:

PERCENTAGE OF TOTAL CONSTRUCTION COMPLETED:

CERTIFICATION

I, _____, _____ of _____,
(Name) (Corporate Office) (Name of Engineering Firm)

am the engineer and/or the engineering firm of record for the above referenced Project, and I hereby certify that I have inspected the Project work and that all construction completed to date has been performed in compliance with all permits and the approved plan and specifications for this Project, and it further meets the requirements, as same may be amended from time to time, of the Kentucky Division of Water, LFUCG's Code of Ordinances (including but not limited to Chapter 16), all applicable administrative regulations, rules, practices and procedures of the

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By Stephanie Dumbrowski
Executive Director

LFUCG Department of Public Works (i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewers and Pumps) and the rules and regulations of the Jessamine-South Elkhorn Water District and Jessamine County related to the operation and use of sanitary sewers.

Dated: _____

(Engineer of Record's Signature)

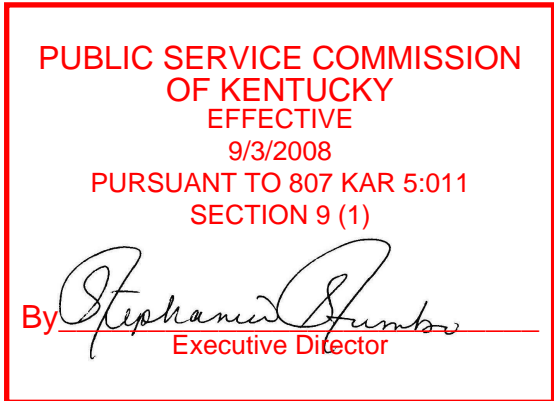
COMMONWEALTH OF KENTUCKY
COUNTY OF _____, SCT....

Subscribed, sworn to and acknowledged before me by _____, as
(Engineer's Name)
_____ of _____, for and on behalf of said entity on
(Corporate Office) (Engineer's Business Name)
_____ day of _____, 200_.

My Commission expires: _____.

NOTARY PUBLIC

g:\... \JSEWD\Sanitation\Engineers Periodic Certification \Sanitary Sewer



**ENGINEER'S PERIODIC CERTIFICATION
OF STORM SEWER CONSTRUCTION COMPLIANCE**

TO: Jessamine-South Elkhorn Water District and
Lexington-Fayette Urban County Government

FROM: (engineer or engineering firm of record)

PROJECT & LOCATION:

DATE:

SUMMARY OF WORK COMPLETED TO DATE:

PERCENTAGE OF TOTAL CONSTRUCTION COMPLETED:

CERTIFICATION

I, _____, _____ of _____
(Name) (Corporate Office) (Name of Engineering Firm)

am the engineer and/or engineering firm of record for the above referenced Project, and I hereby certify that I have inspected the Project work and that all construction completed to date has been performed in compliance with all permits and the approved plan and specifications for this Project, and it further meets the requirements, as same may be amended from time to time, of LFUCG's Code of Ordinances, including but not limited to all applicable administrative regulations, rules, practices and procedures of the LFUCG Department of Public Works (including the Procedures Manuals for Infrastructure Development, Storm Sewer) and the rules and regulations

**PUBLIC WORKS COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By Stephanie Hunter
Executive Director

of the Jessamine-South Elkhorn Water District and Jessamine County related to the construction of storm sewers.

Dated: _____

(Engineer of Record's Signature)

COMMONWEALTH OF KENTUCKY
COUNTY OF _____, SCT....

Subscribed, sworn to and acknowledged before me by _____, as
(Engineer's Name)
_____ of _____, for and on behalf of said entity on
(Corporate Office) (Engineer's Business Name)
_____ day of _____, 200_.

My Commission expires: _____.

NOTARY PUBLIC

g:\...USEWD\Sanitation\Engineer's Periodic Certification \ Storm Sewer

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By Stephanie Dumber
Executive Director

CERTIFICATION AND INDEMNIFICATION
TO
JESSAMINE SOUTH ELKHORN WATER DISTRICT

The undersigned hereby verify and certify that all fill areas of **C1** being developed by **C2**, where sanitary and storm sewer facilities and appurtenances thereto are or will be situated and constructed, meet or exceed the equivalent of the compaction requirements as set forth in the approved plans for the aforementioned **C3**, which are 95% density, as determined by the Standard Proctor Density Test, or 90% density, as determined by the Modified Standard Proctor Density Test. The undersigned further certify that the fill material in the aforementioned Unit was placed in accordance with the specifications found in the plans for the project.

The undersigned agree to fully indemnify the Jessamine-South Elkhorn Water District and its successors and assigns against and hold the Jessamine-South Elkhorn Water District and its successors and assigns completely harmless from all loss, cost and expense of any kind whatsoever, including but not limited to attorneys' fees and court costs, resulting from or caused by the failure of the fill material in **C1** to meet the aforementioned compaction standards as certified above.

Lastly, the undersigned agree that any litigation arising out of any dispute relative to this Certification and Indemnification shall be adjudicated in the Jessamine Circuit Court, Nicholasville, Kentucky under the laws of the Commonwealth of Kentucky.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By Stephanie Dumbrowski
Executive Director

C2

By: _____
DATE

C4 (GEOTECH)

By: _____
ITS _____ DATE

C5 (ENGINEER)

By: _____
DATE

G/BES/JSEWD/sanitation/compaction CERTIFICATION AND INDEMNIFICATION

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By *Stephanie Humber*
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 29

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

SHEET NO. _____

Jessamine-South Elkhorn Water District
(Name of Utility)

APPENDIX

Deed of Easement

Grantee:

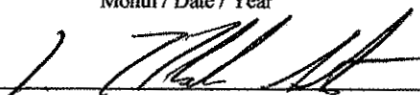
Lexington-Fayette Urban County Government (LFUCG)

and

Jessamine-South Elkhorn Water District (JSEWD)


DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Executive Director

DEED OF EASEMENT – SANITARY SEWER

This **DEED OF EASEMENT** is made and entered into this {1} _____, day of _____, 200 __, by and between {C2}, having a mailing address of {C3} ("Grantor") and the **JESSAMINE-SOUTH ELKHORN WATER DISTRICT** (hereinafter "JSEWD"), P.O. Box 731, Nicholasville, Kentucky 40340-0731 and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter "LFUCG"), 200 East Main Street, Lexington, Kentucky 40507 (hereinafter collectively "Grantees");

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, JSEWD, its successors and assigns, the permanent right to construct, operate, repair, reconstruct and remove a sanitary sewer line and appurtenances thereto to be part of the sanitary sewer system of Grantee, JSEWD, in its governmental capacity, which sanitary sewer system shall be of such dimension, character, construction and use as determined by Grantee, JSEWD, and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, LFUCG, its successors and assigns, the permanent right of access to the following described areas, such conveyances by Grantor being along, through, under and across the following tract of land located in the confines of {C4}, Kentucky, and more particularly described as follows:

Sanitary Sewer Easement

{C5}

Being a portion of that same property which was conveyed to Grantor by deed dated {C6} and recorded in Deed Book {C7}, Page _____, in the {C4} County Clerk's Office.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Stephanie Dumbrowski
Executive Director

Together with the right to use such additional land on either side of the above-described easement, as may reasonably be necessary for the initial construction, operation, inspection, maintenance, repair, reconstruction and removal of said sanitary sewer facilities. This easement is perpetual, runs with the land and is binding upon the heirs, successors and assigns of the Grantor herein.


TO HAVE AND TO HOLD the above-described easement together with all rights, privileges, appurtenances and improvements thereunto belonging unto Grantees, their successors and assigns, for the purposes and uses herein designated.

The Grantor does hereby release and relinquish unto the Grantees, their successors and assigns, all of its right, title and interest in and to the above-described property, including all exemptions allowed by law, and does hereby covenant to and with the said Grantees, their successors and assigns, that it is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done; and that it will **WARRANT GENERALLY** said title.

Said Grantor shall have the full right to use the surface of the land lying over said easement for any purpose desired, provided such use will not interfere with Grantees' free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, over or through said easement without the written consent of the Grantee.

Grantor further represents and warrants to Grantees that it has no prior agreements, mortgages, contracts or other obligations that prohibit or restrict it from granting the above-described easements and that the terms of this easement do not violate any other contracts or other obligations of Grantor related to the subject property.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

IN TESTIMONY WHEREOF, the Grantor has hereunto signed this Deed of Easement,

this the day and year first above written.

GRANTOR:

_____)
{C8}

COMMONWEALTH OF KENTUCKY)

COUNTY OF {C9})

The foregoing Deed of Easement was subscribed, acknowledged and sworn to before me by {C10}, on this ____ day of {C1}, 200__.

My commission expires: _____.

Notary Public
Kentucky, State-at-Large

PREPARED BY (WITHOUT TITLE
EXAMINATION AND WITH PROPERTY
DESCRIPTION PROVIDED BY {C11})

Bruce E. Smith, Esq.
BRUCE E. SMITH LAW OFFICES, PLLC
201 South Main Street
Nicholasville, Kentucky 40356
(859) 885-3393

g://.../ISEWD/Sanitation\psctariffsubmission\Deed of Easement - Sanitary Sewer-lfucg.02(73008)

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By Stephanie Dumbrowski
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 30

Jessamine-South Elkhorn Water District
(Name of Utility)

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

SHEET NO. _____

APPENDIX

Deed of Easement

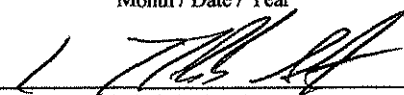
Grantee:

Jessamine-South Elkhorn Water District

(JSEWD)


DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Executive Director

DEED OF EASEMENT – SANITARY SEWER

This **DEED OF EASEMENT** is made and entered into this {C1} _____, day of _____, 200 __, by and between {C2}, having a mailing address of {C3} ("Grantor") and the **JESSAMINE-SOUTH ELKHORN WATER DISTRICT** (hereinafter "JSEWD"), P.O. Box 731, Nicholasville, Kentucky 40340-0731 (hereinafter collectively "Grantee");

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns forever, the permanent right to lay, construct, operate, repair, reconstruct and remove a sanitary sewer line and appurtenances thereto to be part of the sanitary sewer system of Grantee, in its governmental capacity, which sanitary sewer system shall be of such dimension, character, construction and use as determined by Grantee, such conveyances by Grantor being along, through, under and across the following tract of land located in the confines of {C4}, Kentucky, and more particularly described as follows:

Sanitary Sewer Easement

{C5}

Being a portion of that same property which was conveyed to Grantor by deed dated {C6} and recorded in Deed Book {C7}, Page ____, in the {C4} County Clerk's Office.

Together with the right to use such additional land on either side of the above-described easement, as may reasonably be necessary for the initial construction, operation, inspection, maintenance, repair, reconstruction and removal of said sanitary sewer facilities. This easement is perpetual, runs with the land and is binding upon

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By Stephanie Dumbrowski
Executive Director

assigns of the Grantor herein.

TO HAVE AND TO HOLD the above-described easement together with all rights, privileges, appurtenances and improvements thereunto belonging unto Grantee, its successors and assigns forever, for the purposes and uses herein designated.

The Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title and interest in and to the above-described property, including all exemptions allowed by law, and does hereby covenant to and with the said Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done; and that it will **WARRANT GENERALLY** said title.

Said Grantor shall have the full right to use the surface of the land lying over said easement for any purpose desired, provided such use will not interfere with Grantee's free use of the easement herein granted and provided further that no building or structure shall be erected upon, across, over or through said easement without the written consent of the Grantee.

Grantor further represents and warrants to Grantee that it has no prior agreements, mortgages, contracts or other obligations that prohibit or restrict it from granting the above-described easement and that the terms of this easement do not violate any such agreements, contracts or other obligations of Grantor related to the subject property.

IN TESTIMONY WHEREOF, the Grantor has hereunto signed this Deed of Easement, this the day and year first above written.

GRANTOR:

{C8}

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By Stephanie Dumbrowski
Executive Director

COMMONWEALTH OF KENTUCKY)

COUNTY OF {C9})SCT...

The foregoing Deed of Easement was subscribed, acknowledged and sworn to before me by {C10}, on this ____ day of {C1}, 200__.

My commission expires: _____.

Notary Public
Kentucky, State-at-Large

PREPARED BY (WITHOUT TITLE
EXAMINATION AND WITH PROPERTY
DESCRIPTION PROVIDED BY {C11}

Bruce E. Smith, Esq.
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g:/.../JSEWD/Sanitation/ psctariffsubmission/ Deed of Easement

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By Stephanie Dumbrowski
Executive Director

FOR District's Service Area
Community, Town or City

P.S.C. KY. NO. 1

SHEET NO. 31

Jessamine-South Elkhorn Water District
(Name of Utility)

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

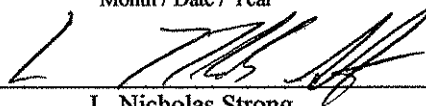
SHEET NO. _____

APPENDIX

Deed of Conveyance
Sewer Collection Facility

DATE OF ISSUE August 4, 2008
Month / Date / Year

DATE EFFECTIVE September 3, 2008
Month / Date / Year

ISSUED BY 
L. Nicholas Strong

TITLE Chairman

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

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
9/3/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

THIS SANITARY SEWER COLLECTION FACILITIES CONVEYANCE, made and entered into C1, by and between C2, (FIRST PARTY), of C3, and JESSAMINE-SOUTH ELKHORN WATER DISTRICT, a Kentucky rural water district created under KRS Chapter 74, of P.O. Box 731, Nicholasville, Kentucky, 40340-0731, (SECOND PARTY);

WITNESSETH:

WHEREAS, FIRST PARTY has paid the entire cost of constructing the sanitary sewer collection facilities, including for example, but not limited to, sanitary sewer pump station(s), force main lines, gravity main lines, manholes and all appurtenances thereto, the location of which facilities are more particularly described hereinafter;

WHEREAS, FIRST PARTY desires to convey the entire interest in said facilities, together with all appurtenances thereunto, to SECOND PARTY; and

WHEREAS, SECOND PARTY desires to accept said conveyance upon the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of SECOND PARTY's agreement to operate and maintain said sanitary sewer collection facilities, together with all appurtenances thereunto, and for other good and valuable consideration, said FIRST PARTY does hereby grant, convey, remise, release and forever quitclaim unto SECOND PARTY, its successors and assigns forever, all of FIRST PARTY's right, title and interest in and to said facilities, together with all appurtenances thereunto, located in Jessamine County, Kentucky, and more particularly described as follows, to-wit:

That certain sanitary sewer collection facilities and appurtenances constructed and being within those easements reflected on the plat of record for C4 recorded in PlatC5, SlideC6, Jessamine County Clerk's office.

TO HAVE AND TO HOLD, the above described sanitary sewer collection facilities together with all appurtenances thereunto belonging into SECOND PARTY, its successors and

**PUBLIC SERVICE COMMISSION
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SECTION 9 (1)**
Stephanie Dumbrowski
By _____
Executive Director

assigns, forever.

FIRST PARTY does hereby release and relinquish unto **SECOND PARTY**, its successors and assigns, all of **FIRST PARTY**'s right, title and interest in and to the above described facilities, together with all appurtenances thereunto.

IN WITNESS WHEREOF, the **FIRST PARTY** has hereunto executed this conveyance on this the day and year first above written.

C2

C7

COMMONWEALTH OF KENTUCKY

COUNTY OF JESSAMINE, SCT...

The foregoing was subscribed, sworn to and acknowledged before me this _____ day of _____, 2001, by C7.

My Commission expires: _____.

NOTARY PUBLIC – STATE AT LARGE

PREPARED BY:

BRUCE E. SMITH LAW OFFICES, PLLC

BY: _____

BRUCE E. SMITH, ESQ.
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NICHOLASVILLE, KY 40356
(859) 885-3393

z:\Bruce\SEWD\ Sewer Pipeline Conveyance

