# DAVID RUSSELL MARSHALL ATTORNEY AT LAW

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October 19, 2005

RECEIVED

OCT 2 4 2005

PUBLIC SERVICE COMMISSION

Honorable James R. Goff Commonwealth of Kentucky Public Service Commission 211 Sower Boulevard P.O. Box 615 Frankfort, KY 40602-0615

RE: Troy Seale vs.

Jessamine-South Elkhorn Water District
Public Service Commission
Case No. 2005-00011

Dear Mr. Goff:

Pursuant to yours dated October 5, 2005 relative to the above referenced case, enclosed herein please find the duly executed Settlement Agreement. Please accept my apologies for the delay in forwarding this document. Thank you for your consideration herein.

With kindest regards, I remain

Very truly yours,

David Russell Marshall

DRM/shm

Enclosure

letters/james goff.ltr

### COMMONWEALTH OF KENTUCKY

## BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:		RECEIVED
TROY SEALE	)	OCT 2 4 2005
COMPLAINANT	) )	PUBLIC SERVICE COMMISSION
V.	) CASE NO. 2005-00011	
JESSAMINE-SOUTH ELKHORN WATER DISTRICT	) ) )	
DEFENDANT	)	

### SETTLEMENT AGREEMENT

This Agreement was made and entered into August 12, 2005, by and between Troy Seale (hereinafter "Seale") and the Jessamine-South Elkhorn Water District (hereinafter "JSEWD");

# $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, Seale filed a Complaint with the Kentucky Public Service Commission relative to a dispute with JSEWD over a repair bill and attorney's fees; and

WHEREAS, Seale and JSEWD now desire to commit to writing the oral agreement made between them on August 12, 2005, and which was dictated into the official record before the Hearing Officer and acknowledged by them at that time;

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

1. Seale agrees to withdraw and dismiss with prejudice his Complaint filed herein.

2. JSEWD agrees to withdraw its demand for payment in full of all repairs and attorney's fees by Seale with prejudice to its cause against Seale.

3. Seale agrees to pay the District, concurrently with the installation of a fire hydrant addressed below in numerical paragraph 4, the sum of \$704.50, which is one-half (1/2) of the repairs, testing and cleanup incurred due to the line break.

4. JSEWD agrees to install a fire hydrant on the north side of KY 169 (where the watermain is located) opposite the entrance to Holloway Lane (which is the eastern boundary of Seale's farm).

5. This writing constitutes the entire agreement between the parties, superceding all prior discussions and negotiations, and this agreement shall not be changed or supplemented except by a writing signed by both parties.

"JSEWD"

BY: // /5 /

JESSAMINE-SOUTH ELKHORN

WATER DISTRICT

ATTORNEY FOR ISEWD

"SEALE"

 $\mathbf{R}\mathbf{V}$ 

TROY SEALE

g:\...\JSEWD\Seale\Settle Agmt

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