

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

FOREST CREEK, LLC)	
)	
COMPLAINANT)	
V.)	CASE NO.
)	2011-000297
JESSAMINE-SOUTH ELKHORN WATER DISTRICT)	
)	
DEFENDANT)	

O R D E R

On August 5, 2011, Forest Creek, LLC (“Forest Creek”) filed a formal complaint against Jessamine-South Elkhorn Water District (“JSEWD”) regarding a request for a water line extension. On September 19, 2011, JSEWD filed a response to the complaint.

JSEWD’s tariff establishes two options for a water line extension under its Rule 26.¹ Payment for an extension under Option I is subject to refund under certain circumstances. Payment for an extension under Option II is considered a contribution in aid of construction. After executing agreements in 2007 selecting Option II for the waterline extension project, Forest Creek advised JSEWD that Forest Creek wanted to proceed under Option I. Initially, JSEWD objected to Forest Creek’s proceeding under Option I, leading Forest Creek to file a formal complaint.

The Commission issued an Order on March 16, 2012, denying JSEWD’s October 4, 2011 motion to dismiss. The March 16, 2012 Order further established a procedural

¹ JSEWD’s Tariff, Rule 26.

schedule for the review of Forest Creek's formal complaint. On April 6, 2012, JSEWD filed a motion for reconsideration of the denial of its motion to dismiss, and on April 26, 2012, filed a second motion to dismiss. Although JSEWD's April 6 and 26, 2012 motions were pending, the parties and the Commission conducted discovery. During this period, the parties were also filing numerous procedural motions. Due to the numerous outstanding motions, the Commission issued an Order on June 25, 2012, suspending the procedural schedule and holding the proceedings in abeyance.

On August 24, 2012, the parties filed a joint motion to hold the case in abeyance for 30 days. The Commission issued an Order on September 20, 2012, granting the joint motion. The Commission granted the parties' additional motions for continuance, and the matter was held in abeyance until January 8, 2013, pursuant to an Order issued December 4, 2012. Throughout 2013 and 2014, Commission Staff conducted numerous informal conferences with the parties. During this time, the parties indicated that they were seeking to resolve the complaint without a hearing.

On May 15, 2015, the parties filed a joint motion to dismiss the complaint with prejudice. The parties attached an executed Settlement Agreement and Release dated May 12, 2015 ("Agreement") to their joint motion. The Agreement is attached as the Appendix to this Order.

The terms of the Agreement allow Forest Creek to choose either Option I or Option II as set forth in Rule 26 of JSEWD's tariff. The Agreement further establishes payment and refund procedures if Forest Creek selects Option I. The terms of the Agreement establish which engineering firm Forest Creek will use and the engineering firm that JSEWD will use to review the plans, as well as the length of time available to

the engineering firm to approve or not approve the plans. Each party agreed to bear its own costs and to release and discharge the other party for actions, claims, demands, and costs spelled out in the Agreement.

The Agreement states that if 807 KAR 5:066, Section 11, conflicts with the Agreement, the terms of the Agreement control.

Having reviewed the evidence of record, including the Agreement, and being sufficiently advised, the Commission finds that:

1. Pursuant to 807 KAR 5:066, Section 11(4), the Commission may approve extension of service arrangements which differ from the arrangements set forth in 807 KAR 5:066, Section 11.

2. The terms of the Agreement are reasonable and consistent with the evidence of record and should be accepted.

3. The parties' joint motion to dismiss the complaint with prejudice should be granted.

IT IS THEREFORE ORDERED that:

1. The terms of the Agreement are reasonable and consistent with the evidence of record and are accepted.

2. The parties' joint motion to dismiss the complaint with prejudice is granted.

3. The Complaint is dismissed with prejudice, and this case is closed and removed from the Commission's docket.

By the Commission

ENTERED
JUL 02 2015
KENTUCKY PUBLIC
SERVICE COMMISSION

ATTEST:


Executive Director

Case No. 2011-00297

APPENDIX

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2011-00297 DATED **JUL 02 2015**

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is hereby entered into by and between Forest Creek, LLC ("Forest Creek"), the Jessamine-South Elkhorn Water District ("Water District"), William Robinson, James W. Kelley, Diane G. Kelley, Kelley Family Enterprises, LLC and James A. Kelley (all of the foregoing entities and individuals collectively "Parties") this 12 day of may, 2015.

WHEREAS, the Water District filed a declaratory judgment action against Forest Creek in the Jessamine Circuit court initiating Civil Action No. 10-CI-01394 (the "Civil Action"), a portion of which was appealed and has resulted in an Opinion Reversing by the Kentucky Court of Appeals (2001-CA-001714) dated July 12, 2013, and the remainder of which is an Answer and Counterclaim filed by Forest Creek in response to the Water District's declaratory judgment action in the Civil Action; and,

WHEREAS, Forest Creek filed a Complaint against the Water District with the Kentucky Public Service Commission ("PSC") initiating PSC Case No. 2011-00297 (the "PSC Action"); and,

WHEREAS, Forest Creek and the Water District have agreed to dismiss with prejudice the claims asserted by either party in the Civil Action and the PSC Action; and

WHEREAS, Forest Creek and the Water District acknowledge and agree that the supply of water for the extension of water services to Forest Creek's approximate 458.60 acre residential and golf course development located within the service territory of the Water District and fronting Murphy's Lane and Harrodsburg Road/US 68 in Jessamine County, Kentucky (hereinafter referred to as "Development" or "Project"), is regulated by the Water Purchase Agreement between the Water District and the City of Wilmore,

Kentucky ("Wilmore"), dated November 6, 2006, attached hereto and designated as Exhibit "A"; and

WHEREAS, the Water District has determined that under the circumstances presented in this particular dispute it is in the best interest of its customers to agree to permit Forest Creek to use either the Option I method or the Option II method under Rule 26 of the Water District's water tariff for this project notwithstanding Forest Creek's initial choice of Option II. Forest Creek is to select the option it will use upon the approval of the plans for the construction of the water line extension to serve the Forest Creek Project in accordance with the terms set forth below;

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. All of the foregoing statements are a part of this Agreement and are not mere recitals.
2. The Water District hereby agrees that it has approved Forest Creek's request to construct, pursuant to the terms and conditions of 807 KAR 5:066, Section 11 as currently promulgated and this Agreement, all of the on-site and off-site water extension facilities to Forest Creek's Development (the "Extension"). The Parties hereto recognize that the aforementioned KAR does not specifically address a number of issues that will arise with respect to this Extension. In the event there is a conflict between the aforementioned KAR and this Agreement, the terms of this Agreement shall control. Accordingly, they further agree as follows in an effort to avoid future disagreement:

(a) Forest Creek may select to use either Option I or Option II set forth in Rule 26 of the Water District's tariff filed with the Public Service Commission. Said selection shall be made by Forest Creek in writing upon the Water District's approval of Forest Creek's plans to construct the Extension to the Water District's water system. When Forest Creek submits its plans to GRW Engineering, Inc. ("GRW") for review, GRW shall have 45 days to either approve or not approve said plans. In the event that GRW approves said plans, the Water District shall then have 30 days, or until its next regularly scheduled meeting following GRW's approval, to approve or not to approve said plans. In the event that either GRW or the Water District does not approve said plans, GRW or the Water District shall provide Forest Creek in writing each reason for such non-approval, and Forest Creek shall then be permitted to resubmit any modifications to said plans, which resubmittal shall be governed by the same time frames set forth in this Numerical Paragraph 2(a).

(b) Should Forest Creek select Option I, Forest Creek's payment to the Water District and the refund(s) to be received by Forest Creek, shall be made as set forth below:

(i) Forest Creek shall pay to the Water District the Total Project Costs¹ for each and all phases of the Extension for the Development (individually, a "Phase" and collectively, the "Phases") with the estimated Total Project Cost of each

¹ "Total Project Costs" shall include all costs directly associated with each phase of the Project, including but not limited to engineering (design, design review, bid preparation and administration, construction supervision, etc.), construction (transmission and distribution mains and all appurtenances related to these mains and the Project – including without limitation service lines, master meter(s), booster pumps and stations, elevated water tank and associated telemetry) and Water District administrative and legal costs, but excluding those legal fees incurred through the date of this Agreement in the judicial or administrative proceedings mentioned in this Agreement.

Phase being payable within 30 days after the submission of the Total Project Cost estimate for each Phase by GRW as provided below. It is understood and agreed that the Total Project Costs of the First Phase of the Development shall include, but is not limited to, all of the costs of the Extension from its present terminus on the Francis Asbury Society property to the entrance into the Development and all appurtenances related thereto to be constructed as part of the First Phase. Any difference between the estimated and actual Total Project Costs of a Phase shall be payable when needed to advance construction, but not later than 30 days prior to the anticipated completion of the Phase and within 30 days after submission by the Water District to Forest Creek of the difference between the estimated and actual Total Project Costs for each such Phase. Upon receipt of the initial payment, the Water District shall advertise that Phase for bid in accordance with Kentucky law in effect at the time of such bid and thereafter cause construction of each such Phase to commence and be completed in a timely manner.² Water service will be made available for each such Phase of the Extension upon (i) completion of construction of a Phase and (ii) payment by Forest Creek of any difference in the Total Project Cost for that Phase as provided above. In the event that the actual Total Project Cost for any Phase is less than the estimated Total Project Cost for that Phase, then the Water District shall pay the difference to Forest Creek within 30 days of completion of construction of such Phase.

(ii) For a period of fifteen (15) years after the completion of construction of each Phase of the Extension for the Development, Forest Creek shall be

² In the event all bids exceed the Total Project Cost estimate for a phase, any difference between the estimate and the bid accepted shall be payable by Forest Creek to the Water District no later than 10 days prior to the date on which the acceptance of the bid is required.

entitled to receive Refunds regarding that Phase, as set forth in Numerical Paragraph 2(b)(iii) below.

(iii) A Refund, defined as the cost specified below, of fifty (50) feet of the main constructed, will accrue when a Connection is made. A Connection shall be defined as the initial tap of the service line directly to the main constructed for the Extension for any customer applying for water service and who will initially occupy the residence or other separately metered structures on any particular lot or parcel of real estate (whether the residence or structure is rented or owned). Expressly excluded as Connections are (A) any continuation or extension of the Extension main to any additional development(s) or properties not in the Forest Creek Development, and (B) the construction by Forest Creek, or any successor, or builder of any service lines and/or the presetting of any meter services on lots within the Forest Creek Development.

(iv) The costs per fifty (50) feet of main constructed for which Forest Creek shall be entitled to a Refund upon connection of a customer in any Phase shall be calculated so as to include: all costs associated with the engineering, design and construction of the water mains both to and inside the Development (but excluding appurtenances to the mains, such excluded appurtenances including but without limitation service lines, master meter(s), booster pumps and stations, water towers or tanks and associated telemetry); costs of materials; fees; costs for permits, inspections, testing and licenses; costs incurred in the acquisition of easements (including attorney's fees and court costs); and attorney's fees and engineering and oversight costs related to the included mains costs billed to Forest Creek by the Water District for that Phase (collectively, each a "Refundable Cost" and collectively, the "Refundable Costs").

(v) The Refundable Costs related to the construction of the main outside the Development shall be apportioned amongst each Phase of the Project in proportion to the number of dwelling units planned for each Phase as the number of dwelling units planned for each Phase relates to the total number of dwellings units planned for all Phases for the Development.³ As an illustrative example, if the entire Development is planned for 660 dwelling units and Phase I includes 220 dwelling units, the Refundable Cost for Phase I will include 1/3 (being 220/660) of the Refundable Cost of the entire outside main in addition to the Refundable Costs for the construction of Phase I to determine the cost per fifty (50) feet of the main for that phase. Any Refund for a connection to the main outside of the Development (i.e., the Refundable Costs for fifty (50) feet of the outside main) will be deducted from the total Refundable Costs attributable to the outside main, and in no event will Refunds related to the outside main for either internal or external connections exceed the total Refundable Costs of the outside main.

(vi) Each year, for a period of fifteen (15) years following completion of the water main for any phase, the Water District shall refund to Forest Creek a sum equal to the Refundable Cost of fifty (50) feet of the main for that phase for each new customer connection to the main during that year. The Water District's total refunds per year to Forest Creek for the phase however, shall not exceed the "Annual Maximum Cumulative Refund Amount". The "Annual Maximum Cumulative Refund Amount" equals the Total Refundable Costs as defined above times .0667 (6.67%). If the Water District's required refund for an annual period would result in total cumulative

³ The number of dwelling units for the Development and each phase thereof shall be determined by the preliminary plat for the Development approved by the Jessamine County - City of Wilmore Joint Planning Commission.

refunds to Forest Creek exceeding the "Annual Maximum Cumulative Refund Amount", the Water District shall credit the amount in excess of the "Annual Maximum Cumulative Refund Amount" to the next annual period for refund but not beyond fifteen (15) years and not to any other phase. The total amount refunded to Forest Creek for any phase shall not under any circumstances exceed the total Refundable Costs for that phase and the total amount refunded for the entire Extension shall not exceed the Refundable Costs for the entire Extension. The Water District's first annual amount refunded to Forest Creek for any particular phase shall be made within 30 days of the first anniversary of the completion of any phase of the Development and subsequent annual amounts shall be payable thereafter within 30 days of the anniversary date each following year during the refund period of fifteen (15) years. Forest Creek shall not be entitled to a refund for connections made to the mains for the Development after the refund period terminates.

(c) The Water District hereby agrees that Forest Creek's engineer, Vision Engineering, LLC, shall complete the plans to construct the Extension for the entire Development at the outset,⁴ including any appurtenances, such as tanks, booster stations, etc., all in accordance with the Water District's standard specifications and details as set forth on Exhibit "B" attached hereto and such plans are subject (i) to the review and approval of GRW, who shall be designated and shall act as the Water District's sole and exclusive representative on the Project, and (ii) to GRW's inspection of the construction of the Extension.

3. Subject to the City of Wilmore's execution of an Amended Site Specific Agreement in the form attached hereto as Exhibit "C" the Water District will provide

⁴ The plans for the Extension for the entire Development shall be divided into Phases and the various Phases will be delineated on the plans.

sanitary sewer service to the Development in accordance with the terms of an Amended Sewer System Evaluation Agreement (“SSEA”), in the form attached hereto as Exhibit “D,” amending the Sewer System Evaluation Agreement that was executed by the parties on May 2, 2007, which shall be executed contemporaneously herewith by the parties and the terms of which shall be and are a part of this Agreement.⁵

4. In consideration of the foregoing, Forest Creek and the Water District do hereby for and on behalf of themselves, and their successors and assigns, agree to enter into an Agreed Order of Dismissal, dismissing with prejudice the claims of Forest Creek set forth in the PSC Action, in the form attached hereto as Exhibit “F.” The Water District and Forest Creek agree to file a Joint Motion to Dismiss with Prejudice the Civil Action, including any and all claims and counterclaims of the Water District and Forest Creek against the other, in the form attached hereto as Exhibit “G”. The Parties hereto mutually agree that each Party is to bear its own costs and expenses incurred, including without limitation, its attorney’s fees arising from the actions of its own counsel in connection with the PSC Action and the Civil Action.

In further consideration of the foregoing, Forest Creek, the Water District and the other Parties hereto hereby release and discharge, and by these presents do release, acquit and forever discharge each other and their officers, employees, members, the Water District’s Commissioners (in their official and individual capacities) and the Water District’s independent contractors, but not those independent contractors of the Water

⁵ The parties hereto acknowledge that the provision of sanitary sewer service treatment capacity by Wilmore for the Project is regulated by an agreement between Wilmore and the Water District dated November 7, 2005 and attached as Exhibit “E”.

District for actions (if any) beyond the scope of their engagement⁶ to improperly delay or inhibit approval of the extension of water, sanitary sewer or sewage treatment services for the Development, of and from any and all actions, causes of action, claims or demands for damages, costs and any other claim whatsoever, known or unknown, on account of or arising out of or related to the application of Forest Creek submitted to the Water District for the extension of water service to the Development on April 27, 2007, the application for sanitary sewer services and sewage treatment service represented by the SSEA dated May 2, 2007 and the related events both preceding and following the applications.

Limited to the subject matter of their duties as Water District Commissioners, which shall include but not be limited to the work performed by independent contractors of the Water District, the Water District further agrees to make the following Water District Commissioners, L. Nicholas Strong, George Dale Robinson, James F. Hall and Jerry M. Haws, Sr., available for statement under oath or deposition conducted under the Kentucky Rules of Civil Procedure by Forest Creek's counsel at the offices of the Water District within thirty (30) days of both party's execution of this Agreement or within a reasonable time thereafter considering each Commissioner's and their respective counsel's schedule. If a court of competent jurisdiction determines that any Water District Commissioner refused to answer a question without constitutional or other legal or evidentiary justification, or failed to

⁶ This exception shall not be construed to permit claims against the independent contractors of the Water District for actions within the scope of their employment regardless of alleged actions (if any) on their part beyond the scope of their employment. Further, this exception shall not be construed to permit any claims against the Water District's officers, employees, members, or the Water District's Commissioners (in their official or individual capacities) as a result of any alleged actions by its independent contractors, whether within or beyond the scope of employment of said independent contractors.

answer a question truthfully, then the release set forth above shall be void and unenforceable as to that Water District Commissioner.

5. The undersigned Parties hereby declare that the terms stated herein are the sole consideration for the release set forth in this Agreement and that the undersigned Parties voluntarily accept the terms of this Agreement for the purpose of dismissing the claims asserted in the PSC Action and Civil Action. This Agreement contains the entire agreement between the parties and no promise or agreement not herein expressed has been made by or on behalf of any party hereto or their agents, employees, representatives, heirs, attorneys, successors or assigns.

6. It is understood and agreed by the undersigned that the entry into this Agreement is not an admission of liability by any party, which is expressly denied. It is further agreed that this Agreement does not establish any precedent that may be cited or relied upon in any other proceeding before the PSC, other administrative body or court other than to dismiss the PSC Action and Civil Action.

7. The Parties agree that this Agreement shall be binding on and inure to the benefit of the legal representatives, successors and assigns of the Parties. However, it is agreed by the Parties that the Water District shall be released from all obligations under numerical paragraphs two (2) and three (3) of this Agreement for any phase of the Development in which construction has not been commenced within fifteen (15) years of the date on which this Agreement was last executed.

8. The Parties agree that the execution of this Agreement does not constitute an admission of any liability, violation of law or wrongdoing of any kind or nature whatsoever on the part of any Party hereto or against any other individual or entity nor is

it evidence of any wrongdoing by any Party to this Agreement or any other individual or entity.

9. This Agreement constitutes the entire Agreement between Forest Creek, the Water District and the other Parties hereto with respect to this matter and it shall not be altered except in a writing signed by all of the Parties hereto. No representation, promise, inducement or statement or intention has been made by Forest Creek or the Water District or the other Parties hereto with respect to this matter that is not embodied in this Agreement.

10. This Agreement is governed by the laws of the Commonwealth of Kentucky.

11. By their signatures affixed hereto, each of the signatories of this Agreement confirms and acknowledges, and each party further represents and warrants, that it is authorized by the party on whose behalf he or she is signing to enter into this Agreement and to bind the party to the terms of this Agreement.

12. In the event any Party files suit to enforce this Agreement, the prevailing Party in such suit shall be entitled to recover its reasonable attorney fees and costs, related to that enforcement suit, from the losing Party.

13. In the event that the PSC by order or otherwise amends, opposes or otherwise rejects or materially alters this Agreement or any of the terms, including the dismissal with prejudice of the PSC Action or the Civil Action, or if those proceedings are not dismissed with prejudice, or the PSC takes further steps in the appellate proceeding (Court of Appeals Case No. 2011 - CA - 001714), the Water District and Forest Creek reserve the right to withdraw from this Agreement within ten (10) days of

written notice of such action or failure to dismiss with prejudice, and in the event of such withdrawal by either party, this Agreement shall be void *ab initio* and of no effect.

14. Those parties signing this Agreement individually and as members of Forest Creek, LLC swear and affirm that they comprise all of the Members of Forest Creek, LLC and all of the individuals and entities having an interest in the Development or Project.

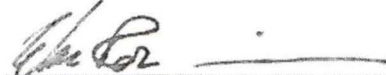
IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement as of the dates written below.

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THE PARTIES

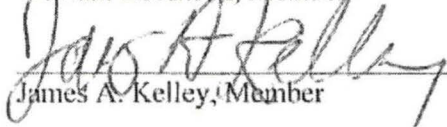
Forest Creek, LLC

Jessamine-South Elkhorn Water District



William Robinson, Member

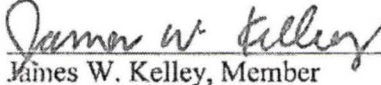
Its Chairman



James A. Kelley, Member

Its Secretary

Kelley Family Enterprises, LLC

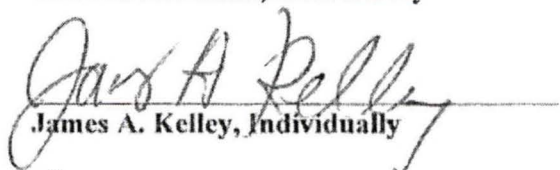
By: 
James W. Kelley, Member


Diane G. Kelley, Member

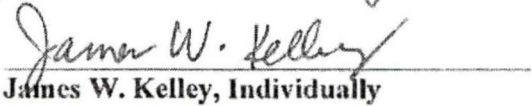
BEING ALL OF THE MEMBERS OF FOREST CREEK, LLC AND KELLEY FAMILY ENTERPRISES, LLC



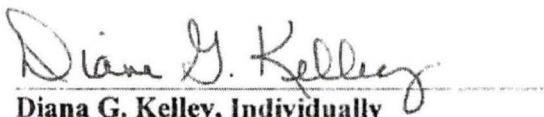
William Robinson, Individually



James A. Kelley, Individually

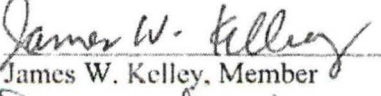


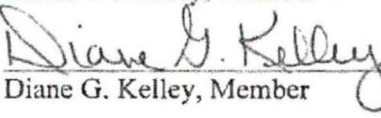
James W. Kelley, Individually



Diana G. Kelley, Individually

Kelley Family Enterprises, LLC

By: 
James W. Kelley, Member


Diane G. Kelley, Member

THE PARTIES

Forest Creek, LLC

Jessamine-South Elkhorn Water District

William Robinson, Member

Its Chairman

James A. Kelley, Member

Its Secretary

Kelley Family Enterprises, LLC

By:

James W. Kelley, Member

Diane G. Kelley, Member

BEING ALL OF MEMBERS OF FOREST CREEK, LLC AND KELLEY FAMILY ENTERPRISES, LLC

William Robinson, Individually

James A. Kelley, Individually

James W. Kelley, Individually

Diana G. Kelley, Individually

Kelley Family Enterprises, LLC


By:

James W. Kelley, Member

Diane G. Kelley, Member

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Fayette)

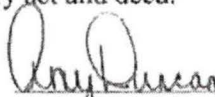
I, the undersigned Notary Public, certify that on this 27 day of March, 2015, William Robinson, individually and as a member of Forest Creek, LLC, appeared before me and subscribed his name to the above, and acknowledged, affirmed and delivered it to be and constitute his voluntary act and deed.



NOTARY PUBLIC
My commission expires: 12/4/16
Notary Number (if any): _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Fayette)

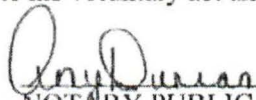
I, the undersigned Notary Public, certify that on this 12th day of May, 2015, James A. Kelley, individually and as a member of Forest Creek, LLC, appeared before me and subscribed his name to the above, and acknowledged, affirmed and delivered it to be and constitute his voluntary act and deed.



NOTARY PUBLIC
My commission expires: 10/19/16
Notary Number (if any): 476915

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Fayette)

I, the undersigned Notary Public, certify that on this 15th day of April, 2015, James W. Kelley, individually and as a member of Kelley Family Enterprises, LLC, , appeared before me and subscribed his name to the above, and acknowledged, affirmed and delivered it to be and constitute his voluntary act and deed.



NOTARY PUBLIC
My commission expires: 10/19/16
Notary Number (if any): 476915

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Fayette)

I, the undersigned Notary Public, certify that on this 15th day of April, 2015, Diana G. Kelley, individually and as a member of Kelley Family Enterprises, LLC, appeared before me and subscribed her name to the above, and acknowledged, affirmed and delivered it to be and constitute her voluntary act and deed.

Angie Duncan
NOTARY PUBLIC
My commission expires: 10/19/16
Notary Number (if any): 476915

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF _____)

I, the undersigned Notary Public, certify that on this _____ day of _____, 2015, _____, the Chairman of the Jessamine South Elkhorn Water District, appeared before me and subscribed his name to the above, and acknowledged, affirmed and delivered it to be and constitute his voluntary act and deed.

NOTARY PUBLIC
My commission expires: _____
Notary Number (if any): _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF _____)

I, the undersigned Notary Public, certify that on this _____ day of _____, 2015, _____, the Secretary of the Jessamine South Elkhorn Water District, appeared before me and subscribed his name to the above, and acknowledged, affirmed and delivered it to be and constitute his voluntary act and deed.

NOTARY PUBLIC
My commission expires: _____
Notary Number (if any): _____

INDEX TO EXHIBITS

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF _____)

I, the undersigned Notary Public, certify that on this _____ day of _____, 2015, Diana G. Kelley, individually and as a member of Kelley Family Enterprises, LLC, as member of Forest Creek, LLC, appeared before me and subscribed her name to the above, and acknowledged, affirmed and delivered it to be and constitute her voluntary act and deed.

NOTARY PUBLIC
My commission expires: _____
Notary Number (if any): _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Jessamine)

I, the undersigned Notary Public, certify that on this 4 day of February, 2015, L. Nicholas Strout, the Chairman of the Jessamine South Elkhorn Water District, appeared before me and subscribed his name to the above, and acknowledged, affirmed and delivered it to be and constitute his voluntary act and deed.

Michele Smith

NOTARY PUBLIC
My commission expires: 12-21-2018
Notary Number (if any): 524702

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Jessamine)

I, the undersigned Notary Public, certify that on this 4 day of February, 2015, John M. Hawk, the Secretary of the Jessamine South Elkhorn Water District, appeared before me and subscribed his name to the above, and acknowledged, affirmed and delivered it to be and constitute his voluntary act and deed.

Michele Smith

NOTARY PUBLIC
My commission expires: 12-21-2018
Notary Number (if any): 524702

EXHIBIT No.	DOCUMENT
A	Water Purchase Agreement between the Water District and the City of Wilmore, Kentucky, dated November 6, 2006,
B	Water District's standard specifications and details
C	Amended Site Specific Agreement
D	Amended Sewer System Evaluation Agreement
E	Agreement between Wilmore and the Water District regarding sanitary sewer service treatment capacity, dated November 7, 2005
F	Agreed Order of Dismissal, dismissing with prejudice the claims of Forest Creek set forth in the PSC Action
G	a Joint Motion to Dismiss with Prejudice the Civil Action

*Diana Clark
Office Manager
Jessamine-South Elkhorn Water District
P. O. Box 731
Nicholasville, KY 40356

*Honorable Robert C Moore
Attorney At Law
Hazelrigg & Cox, LLP
415 West Main Street
P.O. Box 676
Frankfort, KENTUCKY 40602

*Bruce E Smith
201 South Main Street
Nicholasville, KENTUCKY 40356