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May 4, 2021

RECEIVED

MAY 04 2021

PUBLIC SERVICE
COMMISSION

Ms. Linda C. Bridwell, P.E.
Executive Director
Kentucky Public Service Commission
P.O. Box 615
Frankfort, KY 40602-0615

Re: Case No. 2019-00375
Tracy Kay Sanders v. Green River Valley Water District

Dear Ms. Bridwell:

Enclosed for filing in the above-referenced matter is Green River Valley Water District's Motion to Dismiss. This letter and the enclosed document are true and accurate copies in paper medium of the electronic version of the documents transmitted by electronic mail to the Public Service Commission this day.

Sincerely,

Stoll Keenon Ogden PLLC

A handwritten signature in blue ink that reads "Gerald E. Wuetcher".

Gerald E. Wuetcher

GEW
Enclosure

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

TRACY KAY SANDERS)	
)	
COMPLAINANT)	
)	
v.)	CASE NO. 2019-00375
)	
GREEN RIVER VALLEY WATER DISTRICT)	
)	
DEFENDANT)	

MOTION TO DISMISS

Pursuant to 807 KAR 5:001, Section 20(5), Green River Valley Water District (“Green River District”) moves for dismissal of the Complaint in this matter. In support of its Motion, Green River District states:

1. On October 2, 2019, Complainant filed her complaint with the Public Service Commission in which she alleged that Green River District was failing to provide water service at adequate pressure to her residence at 1134 Bunnell Crossing Road in Munfordville, Kentucky. She alleged that since 1996 Green River District had installed on more than one occasion a pumping device after the water delivery point to maintain adequate water pressure to her residence. The Complainant had further alleged that she had purchased several pumping devices at her own expense to maintain adequate water pressure. The Complainant requested that Green River District be required to “do whatever is needed to ensure I have adequate water pressure without my household having to use a pump in our basement.”

2. On August 25, 2020, Green River District filed with the Public Service Commission an Offer of Settlement in which it proposed to construct a booster pump station near Bunnell

Crossing Road near Munfordville, Kentucky and to tie this booster pump station into the three-inch water main that serves Bunnell Crossing Road at an estimated cost of \$110,000. Upon the construction and installation of the proposed booster station, the Complainant and all Green River District customers along Bunnell Crossing Road will receive water service at a pressure between 45 pounds per square inch gauge (“psig”) and 50 psig without the use of an individual pump station on their property. A copy of the Offer of Settlement was mailed to Complainant’s address of record.

3. Complainant has not responded to the Offer of Settlement or contacted Green River District regarding the offer. She has filed no objections to the offer with the Commission nor has she filed any pleading or document in this matter since filing her complaint.

4. Since filing its Offer of Settlement, Green River District has proceeded to apply for and obtain the authorization from the Kentucky Division of Water (“KDOW”) for the construction and installation of the proposed booster pump station. A copy of this authorization has been filed with the Public Service Commission. Green River District has also filed with the Public Service Commission a hydraulic analysis that shows that the installation of the booster pump station will raise water service pressure along Bunnell Crossing Road to between 45 psig and 50 psig and eliminate the need for any customer to operate an individual pumping device on his or her side of the delivery point.

5. Green River has determined that the cost of the proposed booster pump station can be reduced by approximately \$50,000 if it constructs the pump station using its own personnel. Its Engineer has designed the booster pump station and, after requesting bids for the pump station components, placed an order for those components on April 16, 2021. The purchase orders for those components are attached as Exhibits A and B. Green River will shortly commence

construction of the concrete pad for the pump station and installation of the electrical facilities to serve the pump station. Because of possible delays in shipment of the pump station components, Green River District expects to the pump station to be completed and in operation by July 31, 2021.

6. On August 19, 2020 Green River District's Board of Commissioners adopted a written policy that places responsibility on Green River District to install and maintain at its expense any equipment or facilities necessary to ensure that an existing customer continues to receive water service within the pressure range established by Public Service Commission Regulations and that such responsibility extends to the replacement of such equipment at its expenses when that equipment fails (unless the failure is the result of the customer's negligence or misconduct). This policy further provides that, if water service cannot be provided to an applicant for service at the minimum permissible water pressures established by the Commission and the KDOW unless an individual pump is installed at the applicant's location, Green River District will install such pump at its own expense and assume responsibility for the pump's maintenance and replacement until the pump is no longer necessary to provide the required water pressure.

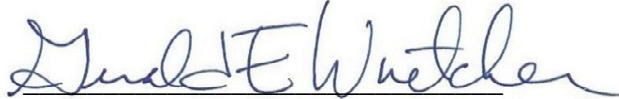
7. On October 22, 2020, Green River District filed a revised tariff sheet with the Public Service Commission incorporating into its filed Rules and Regulations the policy regarding water pressure described in the paragraph above.

8. In light of these actions and the Complainant's failure to respond or otherwise object to or take exception with the Offer of Settlement, the Complaint should be considered satisfied and resolved, and this matter should be dismissed.

WHEREFORE, Green River District requests that the Commission dismiss the Complaint and remove this case from its docket.

Dated: May 4, 2021

Respectfully submitted,



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P.O. Box 350
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Telephone: (270) 786-2155
Fax: (270) 786-2118

Counsel for Green River Valley Water District

CERTIFICATE OF SERVICE

In accordance with 807 KAR 5:001, Section 6, I certify that a true and accurate copy of this Motion was served by U.S. Mail, postage prepaid, on Tracy Kay Sanders, 1134 Bunnell Crossing Road, Munfordville, Kentucky 42765 on May 4, 2021. I further certify that an electronic copy of this Motion was transmitted to the Public Service Commission on May 4, 2021 by electronic mail to psced@ky.gov and that within 30 days following the end of the state of emergency announced in Executive Order 2020-215 this Motion in paper medium will be delivered to the Public Service Commission.


Counsel for Green River Valley Water District

EXHIBIT A

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between Green River Valley Water District ("Owner") and Blackmore and Glunt, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. **Contract 1 – Booster Pump Skid**

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Bunnell Crossing as bid on April 15, 2021.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Kenvirons, Inc.**

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before **July 14, 2021**, and completed and ready for final payment on or before **July 28, 2021**.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For the Lump Sum amount of: **\$25,580.00**.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment.

6.02 *Progress Payments;*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 30 days of receiving the Pay Application.

1. Prior to Substantial Completion, progress payments will be made in the percentage indicated below;
 - a. An amount up to 20% of the Contract amount upon the Engineer's approval of shop drawings.
 - b. An amount up to 80% percent of Contract amount upon delivery of the equipment and/or materials to the Owner's designated location, Project site.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% percent of the Work completed.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on April 20, 2021 (which is the Effective Date of the Contract).

OWNER: **Green River Valley Water District**

CONTRACTOR: **Blackmore and Glunt, Inc.**

David Paige

RSGRS

By: David Paige

By: Robert Glunt

Title: Manager

Title: CFO

Attest: Heoslie Rota

Attest: Tina Walsh

Title: Office Manager

Title: Accounts Payable

Address for giving notices:

1180 E Main Street

Address for giving notices:

11435 Williamson Road

Horse Cave, KY 42749

Cincinnati, OH 45241

License No.: _____
(where applicable)

EXHIBIT B
AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between Green River Valley Water District ("Owner") and Porta-King Building Systems ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. **Contract 2 – Prefabricated Metal Building**

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Bunnell Crossing as bid on April 15, 2021.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Kenvirons, Inc.**

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before **July 14, 2021**, and completed and ready for final payment on or before **July 28, 2021**.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For the Lump Sum amount of: **\$14,194.21**.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment.

6.02 *Progress Payments;*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment within 30 days of receiving the Pay Application.

1. Prior to Substantial Completion, progress payments will be made in the percentage indicated below;
 - a. An amount up to 20% of the Contract amount upon the Engineer's approval of shop drawings.
 - b. An amount up to 80% percent of Contract amount upon delivery of the equipment and/or materials to the Owner's designated location, Project site.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% percent of the Work completed.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on April 20, 2021 (which is the Effective Date of the Contract).

OWNER: **Green River Valley Water District**

CONTRACTOR: **Porta-King Building Systems**

By: David Paige

By: _____

Title: Manager

Title: _____

Attest: Hosini Rota

Attest: _____

Title: Office Manager

Title: _____

Address for giving notices:

1180 E Main Street

Horse Cave, KY 42749

Address for giving notices:

4133 Shoreline Drive

Earth City, MO 63045

License No.: _____

(where applicable)