

P. O. BOX 3157 PIKEVILLE, KY 41502 PHONE: (606) 631-9162

FAX: (606) 631-3087 TDD: (606) 631-3711

June 29, 2009

Jeff Derouen
Executive Director
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40602-0615

JUN 3 0 2009

PUBLIC SERVICE COMMISSION

Re: Case No. 2009-00209

Dear Mr. Derouen,

Please find enclosed the information requested in the above referenced case before the Public Service Commission.

If you have any questions or concerns, please contact me at 606/631-6165.

Sincerely,

Grondall Potter Project Manager

cc:

Wayne T. Rutherford, Pike County Judge Executive

file

MECENED

### COMMONWEALTH OF KENTUCKY JUN 3 0 2009

### BEFORE THE PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION

In the Matter of:

LEGAL QUALIFICATIONS OF TONI AKERS AND	)	
MICHAEL LITAFIK TO CONTINUE TO SERVE AS	)	CASE NO. 2009-00209
COMMISSIONERS OF MOUNTAIN WATER	)	
DISTRICT	)	

#### ORDER

Finding that Mountain Water District ("Mountain District") possesses certain information that will assist in a fair and thorough hearing in this matter, the Commission, on its own motion, HEREBY ORDERS that:

- 1. No later than June 30, 2009, Mountain Water District shall file with the Commission:
- a. A copy of the Pike County Judge/Executive's Order of January 20, 1987 establishing Mountain District's boundaries and all subsequent Orders of the Pike County Judge/Executive that address the boundaries of Mountain District.
- b. A listing of all street addresses to which Mountain District provides water or sewer service under contract with:
  - (1) Toni Akers.
  - (2) Michael Litafik.
  - c. A copy of all current contracts for water or sewer service with:
    - (1) Toni Akers.
    - (2) Michael Litafik.

Mountain District shall cause to be present at the July 2, 2009 hearing in 2. this matter an employee, official or representative, other than Toni Akers or Michael Litafik, who is qualified to testify on the subject of the water district's territorial boundaries and its contracts for water or sewer service with Ms. Akers or Mr. Litafik.

By the Commission

**ENTERED** 

ATTEST:

5025647279

Toni Akers Chairperson Mountain Water District 6332 Zebulon Highway P.O. Box 3157 Pikeville, KY 41502-3157

Will Brown Superintendent Mountain Water District 6332 Zebulon Highway P.O. Box 3157 Plkeville, KY 41502-3157

Mike Litafik 7617 Upper Johns Creek Road Phelps, KY 41553

### BEFORE THE COUNTY JUDGE/EXECUTIVE PIKE COUNTY, KENTUCKY

#### RE: MOUNTAIN WATER DISTRICT

### ORDER ESTABLISHING TERRITORIAL LIMITS OF THE MOUNTAIN WATER DISTRICT

WHEREAS, there has heretofore been filed with the Pike County Judge/Executive a Petition by the Board of Commissioners of the Mountain Water

District, petitioning the County Judge/Executive to establish the territorial

limits of the Mountain Water District, and

whereas, on August 18,1986, the County Judge/Executive entered an Order setting this matter for hearing on January 20, 1987, at 1:00 P.M., E.S.T., and directing publication of notice of filing of said Petition for establishment of such territorial boundaries and of notice of the time of the hearing, and

WHEREAS, notice of the filing of such Petition and notice of the time of the hearing as to same was duly published in accordance with the provisions of KRS Chapter 74 and KRS Chapter 424 by publication in the APPALACHIAN NEWS-EXPRESS on December 17, 1986, and on January 7, 1987, advising interested parties of the fact that they were afforded a period of thirty days after the first publication of said notice within which to file objections to said proposed territorial limits, as set out in the Affidavit of Publication heretofore filed in this proceeding, and

WHEREAS, said thirty-day period has expired without any objections being filed,

NOW, THEREFORE, it is hereby ordered as follows:

- 1. That the undersigned County Judge/Executive has found and does hereby find that it is reasonably necessary for the public health, convenience, fire protection, safety, and comfort of the residents of the area proposed to be included within the territorial limits of the Mountain Water District that such proposed territorial limits be established.
- 2. That the undersigned County Judge/Executive has determined that the proposed territorial limits do not embrace any existing incorporated city, water district, or other municipality, or any part thereof.
- 3. That IT IS HEREBY ORDERED that the territorial limits of the Mountain Water District, as described in said Petition, are hereby approved, which territorial limits are as follows:

All of Pike County, Kentucky, except (1) the territory of that portion of the Sandy Valley Water District located in Pike County, (2) the water service area of the City of Pikeville, (3) the water service area of the City of Elkhorn City, and (4) the water service area of the Mayo Village Water Company.

This Order is entered on this 20th day of January, 1987, shall be effective immediately, and shall be filed by the Fiscal Court Clerk with all other records of the Mountain Water District in the office of such Clerk.

Entered on this 20th day of January, 1987.

County Judge/Executive

#### STATE OF KENTUCKY

#### COUNTY OF PIKE

I, LILLIAN PEARL ELLIOTT, hereby certify that I am the duly qualified and acting Fiscal Court Clerk of Pike County, Kentucky, and I certify that the foregoing is a true copy of an Order of the Pike County/ Judge Executive establishing the territorial limits of the Mountain Water District, pursuant to Order of the Pike County Fiscal Court dated August 18, 1986, which is recorded in Fiscal Court Order Book 28, Page 552, Pike County Fiscal Court Clerk's Office.

IN TESTIMONY WHEREOF, witness my signature and official seal on this January 22, 1987.

LILLIAN PEARL ELLIOTT, CLERK

Betty W Dye

(Seal of County)

OWNERS WALLER USER AGREEMENT This Agreement entered into between whose address is hereinafter called "USER", and the Mountain Water District, P.O. Box 3157, Pikeville, Kentucky 41502, hereinafter called "SUPPLIER". WHEREAS, the USER desires to purchase water from the SUPPLIER, the USER hereby enters into this water user's agreement as required by the Rules and Regulations of the SUPPLIER, as applicable. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows: The SUPPLIER shall furnish, subject to the limitations set out in its Bylaws, Rules and Regulations now in force or as hereafter amended, such quantity of water as the USER may desire in connection with the property to be served by The property to be served The USER agrees to abide by the terms and conditions on the back of this sheet. The USER shall install and maintain, at his own expense, a service line which shall begin at the meter and extend to the dwelling or place of use. The location of the water meter on the property will be determined by the SUPPLIER. The SUPPLIER shall purchase and install a cutoff valve and a water meter. The SUPPLIER shall have exclusive right to use such cutoff valve and water meter. The USER shall connect his service line to the water distribution system and shall commence to use water from the system on the date the water is available to him. WATER CHARGES TO THE USER WILL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE BY THE SUPPLIER, REGARDLESS OF WHETHER THE USER IS CONNECTED TO THE SYSTEM. The USER agrees to pay a service connection fee of \$ \( \frac{1}{2} \) \( \frac{1}{2} \) the SUPPLIER. Upon payment of said fee, SUPPLIER agrees to connect to SUPPLIE distribution main and install a meter service at or near USER'S property listupject to distance limitations as contained in SUPPLIER'S Rules and Regulations. έo to SUPPLIER'S property line, For proposed projects, construction of water lines to serve the property covered under this agreement depends upon feasibility, availability of funds for construction and approval of all local, state and federal agencies having jurisdiction over this type of facility. In the event that construction is not initiated within 18 months, the service connection fee will be refunded. THE SUPPLIER DOES NOT GUARANTEE WATER SERVICE WILL BE MADE AVAILABLE TO THE USER. The USER agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the SUPPLIER, now in force or as hereafter duly and legally supplemented, amended or changed. The USER agrees to pay for water at such rates, time and place as shall be determined by the SUPPLIER, and agrees to the imposition of such penalties for noncompliance as are now set out in the SUPPLIER'S Bylaws, Rules and Regulations, or which have been or hereafter be adopted and imposed by the SUPPLIER. WITNESS WHEREOF, we have executed this agreement this MOUNTAIN WATER DISTRICT (Water User's Spouse) ot # 2634 Title:

### MOUNTAIN WATER DISTRICT

### **Change of Address/Name Request:**

Date of Request:
Method of Request: Walk-in Mail
Issued By:
Account Number: 1002-565-01
Customer Name: A F CO CCals Co-
Old Address:
REQUESTED CHANGE:
Name: South Alera Mining Isc
Address: Ro Box 399
City/State: Piceville
Zip Code: 4150>
Customer Signature: Jane Okers

MOUNTAIN WATER DISTRICT	PHONE NO.					
OWNERS WATER USER AGREEMENT	SOCIAL SECURITY NO					
This Agreement entered into between	1930, 2 Michy So. 2-C					
	, whose address is					
16. Box 346						
9/2011, 6/1/2 4.507						
hereinafter called "USER", and the Mountai Pikeville, Kentucky 41502, hereinafter called	n Water District, P.O. Box 3157, "SUPPLIER".					
WHEREAS, the USER desires to purchase hereby enters into this water user's agreem Regulations of the SUPPLIER, as applicable.	se water from the SUPPLIER, the USER ent as required by the Rules and					
NOW THEREFORE, in consideration of agreements herein contained, it is hereby un hereto as follows:	the mutual covenants, promises and derstood and agreed by the parties					
The SUPPLIER shall furnish, subject Bylaws, Rules and Regulations now in force or a water as the USER may desire in connection wit	t to the limitations set out in its s hereafter amended, such quantity of h the property to be served by this					
agreement. The property to be served is a	MINE					
loca	ated at Rockhouse of					
Marrowbone						
The USER (sheet.	ditions on the back of this					
The USER begin at the meter ar mandatory, that the cr or before the service it shall be determined by and a water meter. The:  The USER	pense, a service line which shall se. It is recommended, but not and adjacent to the meter box he water meter on the property chase and install a cutoff valve such cutoff valve and water meter.					
The USER  System and shall common to him. WATER CHARGE: BY THE SURFLIER REGA  The USER  Contracts  Service Contracts	tected to the water distribution the date the water is available ATE SERVICE IS MADE AVAILABLE ICTED TO THE SYSTEM.					
The USBR the SUFFLIBR. Upon distribution main subject to distance	'ee of S 5 7 56.77 to es to connect to SUPPLIER'S near USER'S property line, N'S Rules and Regulations,					
For propo- covered under this construction and : furisdiction over initiated within he months, the service come SUPPLIER DOES NOT GUARANIES WATER SERVICE WILL :	lines to serve the property  availability of funds for  federal agencies having that construction is not  eculouses will be refunded. THE  BE MADE AVAILABLE TO THE USER.					
The USER agrees to comply with and Rules and Regulations of the SUPPLIER, now in fi supplemented, amended or changed. The USER agrice and place as shall be determined by the SU of such penalties for moncompliance as are no Rules and Regulations, or which have been or her SUPPLIER.	rees to pay for water at such rates, PPLIBR, and agrees to the imposition west out in the SUPPLIBR'S Bylaws, reafter be adopted and imposed by the					
of September, we have executed of September, 20 08.  (Water User)  Aubble Mining Co. L. C. M. (Water User)	d this agreement this 12 th day					
Im Chus	yr Mari Mari					
(Water User's Spouse)						

Title:

### MOUNTAIN WATER DISTRICT

RENTERS WATER AGREEMENT

PHONE:	
SS No:	
This Agreement entered into between X KIVOLSING Supply LLC.	
whose address is X PO BN 392	
Pilleville, Ky 41502.	
hereinafter called "USER", and the Mountain Water District, P.O. Box 3157, Pikeville,	
KY 41502, hereinafter called "SUPPLIER".	
WHEREAS, the USER desires to purchase water from the SUPPLIER, the USER	
hereby enters into this water user's agreement as required by the Rules and Regulations	
of the SUPPLIER, as applicable.	
NOW THEREFORE, in consideration of the mutual covenants, promises and	
agreements herein contained. It is hereby understood and agreed by the parties hereto as	
follows:	
The SUPLLIER shall furnish, subject to the limitations set out in its Bylaws, Rules and Regulations now in force or as hereafter amended, such quantity of water as	
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agreement. The property to be served is a conficulty of the located on 00.56 of the thirty of the located on 00.56 of the located on	
located on 9955 - Ky Huy 460	
Property owned by	
The User agrees to comply with and be bound by the Articles, Bylaws, Rules and	
Regulations of the SUPLLIER, now in force or as hereafter duly and legally	
supplemented, amended or changed. The USER understands and fully agrees that the	
SUPLLIER, in no way guarantees or implies that the system is adequate for fire	
The SUPPLIER shall determine the allocation of water to the USER in the event	
of a water shortage, and may shut off water to the USER if he/she allows a connection or	
extension to be made of his/her line for the purpose of supplying water to another party.	
In the event the total water supply shall be insufficient to meet all of the needs of the	
users, or in the event there is a shortage of water, the SUPPLIER may prorate the water	
available among the various users on such basis as is deemed equitable by the	
GOVERNING BODY, and if at any time the total water supply shall be insufficient to	
meet all the needs of all the users, the SUPPLIER must first satisfy all of the users for	
domestic and livestock purposes before supplying any water for garden purposes.	
The USER agrees that no present or future source of water will be connected to	
any water lines served by the SUPPLIER'S water lines and will disconnect from his/her	
present water supply prior to connecting to and switching to the SUPPLIER'S system and	
shall eliminate present or future cross-connections in his/her system.  It is understood and agreed that the SUPPLIER reserves the right to determine the	
size of service connection to be used to supply water to the USER. A 5/8 inch by ¾ inch	1
meter will be used unless the USER contracts for a larger meter. A separate meter must	10
be installed for each residence. A separate contract will be used by mobile home parks	<u> </u>
when mobile homes are not supplied by individual meters.	4
And in modific homes are not supplied by many many	0
IN-WITNESS WHEREOF, We have executed this agreement this	$\sim$
day of 20t , 20 06.	$\mathcal{O}$
	1
MOUNTAIN WATER DISTRICT	
(Water User)	
BY:	
(Water User's Spouse)	

### MOUNTAIN WATER DISTRICT OWNERS WATER USER AGREEMENT

PHONE NO. 725	9900

OWNERS WATER USER AGREEMENT	SOCIAL SECURITY NO.
. This Agreement entered into between	
	DNACNAL Whose address is
MUM, Upper Junes Cre	iek —
- Meps My 4/222	1
hereinafter called "USER", and the Mounta Pikeville, Kentucky 41502, hereinafter called	in Water District, P.O. Box 3157, "SUPPLIER".
WHEREAS, the USER desires to purch hereby enters into this water user's agree Regulations of the SUPPLIER, as applicable.	ase water from the SUPPLIER, the USER ement as required by the Rules and
NOW THEREFORE, in consideration of agreements herein contained, it is hereby thereto as follows:	f the mutual covenants, promises and inderstood and agreed by the parties
Bylaws, Rules and Regulations now in force or water as the USER may desire in connection wi	th the property to be served by this
agreement. The property to be served is a	- Jood- 1 mil 52
- Mort - praimace.	
The USER agr GMWC	ions on the back of this
The USER agr sheet.  The USER shal begin at the meter and e. mandatory, that the custor or before the service line e shall be determined by the and a water meter. The SUPP	e, a service line which shall It is recommended, but not adjacent to the meter box rater meter on the property e and install a cutoff valve cutoff valve and water meter.
The USER shall system and shall commence to him. WATER CHARGES TO T BY THE SUPPLIER, REGARDLE	to the water distribution late the water is available ERVICE IS MADE AVAILABLE TO THE SYSTEM.
The USER agree the SUPPLIER. Upon paym distribution main and subject to distance limit.	s to connect to SUPPLIER'S USER'S property line, les and Regulations.
For proposed pr covered under this agree proposed upon fe construction and approval of all local, jurisdiction over this type of facility. In initiated within 18 months, the service consupplier DOES NOT GUARANTEE WATER SERVICE WILL	the event that construction is not nection fee will be refunded. THE
The USER agrees to comply with an Rules and Regulations of the SUPPLIER, now in supplemented, amended or changed. The USER a time and place as shall be determined by the S of such penalties for noncompliance as are n Rules and Regulations, or which have been or h SUPPLIER.	grees to pay for water at such rates, UPPLIER, and agrees to the imposition ow set out in the SUPPLIER'S Bylaws
/, IN WITNESS WHEREOF, we have execut	ed this agreement this day
of Musuit, 20 (5).	
	MOUNTAȚN WATER DISTRICT
(Water User)	1 - (12)
(Water User's Spouse)	By: Aurus Kotarite
- · · · · · · · · · · · · · · · · · · ·	Title:

	PHONE NO \$35 9900
MOUNTAIN WATER DISTRICT	PHONE NO.
OWNERS WATER USER AGREEMENT	SOCIAL SECURITY NO.
This Agreement entered into between	lie . T
LYM Mart INC. #2(DE	whose address is
76/7 UDDET Johns Creek	<del></del>
Phulps 13 41953	
hereinafter called "USER", and the Mountain Pikeville, Kentucky 41502, hereinafter called "S	Water District, P.O. Box 3157, SUPPLIER".
WHEREAS, the USER desires to purchase hereby enters into this water user's agreement Regulations of the SUPPLIER, as applicable.	water from the SUPPLIER, the USER at as required by the Rules and
NOW THEREFORE, in consideration of tagreements herein contained, it is hereby under hereto as follows:	he mutual covenants, promises and erstood and agreed by the parties
Bylaws, Rules and Regulations now in force or as water as the USER may desire in connection with	the property to be served by this
agreement. The property to be served is a	
CIC/ICI Steri	• ·
The USER agrees to abide by the terms sheet.	and conditions on the back of this
The USER shall install and maintain, at his begin at the meter and extend to the dwelling or pla mandatory, that the customer install a cutoff valve out or before the service line enters the dwelling. The local shall be determined by the SUPPLIER. The SUPPLIER sand a water meter. The SUPPLIER shall have exclusive right	ace of use. It is recommended, but not tside of and adjacent to the meter box tion of the water meter on the property shall purchase and install a cutoff valve
The USER shall cause his service line to system and shall commence to use water from the system him. WATER CHARGES TO THE USER WILL COMMENCE OBY THE SUPPLIER, REGARDLESS OF WHETHER THE USER IS	tem on the date the water is available N THE DATE SERVICE IS MADE AVAILABLE
The USER agrees to pay a service connethe SUPPLIER. Upon payment of said fee, SUPPLIE distribution main and install a meter service subject to distance limitations as contained in S	R agrees to connect to SUPPLIER'S at or near USER'S property line.
For proposed projects, construction of covered under this agreement depends upon feasi construction and approval of all local, stajurisdiction over this type of facility. In thinitiated within 18 months, the service connec	Dility, availability of funds for te and federal agencies having e event that construction is not tion fee will be refunded. THE
The USER agrees to comply with and be Rules and Regulations of the SUPPLIER, now in for supplemented, amended or changed. The USER agreetime and place as shall be determined by the SUPP of such penalties for noncompliance as are now Rules and Regulations, or which have been or here SUPPLIER.	ce or as hereafter duly and legally es to pay for water at such rates, LIER, and agrees to the imposition set out in the SUPPLIER'S Rylaws
of WITNESS WHEREOF, we have executed of 20 .	this agreement this day
Som head of Adelah	
(Water User) MOU	NTAIN WATER DISTRICT

(Water User's Spouse)

Title:

#### MOUNTAIN WATER DISTRICT

#### WATER USER AGREEMENT

#### STANDARD METER SERVICE

This agreemen	t dated this	34 de	y of	<u>Actob</u>	<u></u>
Mountain Wate herein called		O. Box	3157,	Pikevill	e, Kentucky
WITNESSETH:			•		
UUCOCAC DICT	DICT has useds	antakon t	o eeta	hlich sv	d onemate a

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, subject to the Rules and Regulations of the DISTRICT and Kentucky Public Service Commission of Kentucky now in force or as hereafter amended, water service to the CUSTOMER in connection with the property to be served by this agreement. The property to be served is a following the context of the context of the context of the context of the property to be served in a following the context of th

The CUSTOMER understands and fully agrees that said meter service shall service one (1) source per meter and separate user agreements and meters shall be required for each source use located on customer's premises.

The CUSTOMER shall connect his service line to the water distribution system and shall commence to use water from the system on the date the water is available to him. Water charges to the CUSTOMER commence on the date service is made available by the SUPPLIER, regardless of whether the USER is connected to the system.

It is understood that the system installed, or to be

installed is basically a water distribution system for residential supply. The CUSTOMER understands and agrees that the DISTRICT, in no way guarantees or implies that the system is adequate for fire protection. The DISTRICT only offers such service subject to the availability of water and pressure as may exist at the time of need.

The CUSTOMER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under, and upon land owned by the CUSTOMER, with the right to erect, construct, install and lay, and thereafter use, inspect, maintain, replace, and remove water pipelines and appurtenant facilities (meter and meter box), together with the right to utilize adjoining lands belonging to the CUSTOMER for the purpose of ingress to and egress from said lands.

There are no unwritten understandings, or agreements relating to the service hereinabove provided. This agreement cancels and supersedes all previous agreements relating to the purchase by CUSTOMER and sale by DISTRICT of water service at CUSTOMER'S premises and referred to above.

The CUSTOMER agrees that the hookup fee is not refundable once meter service has been set.

This agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

BY Branka Mullis

TITLE MEDICAL

MOUNTAIN WATER DISTRICT

Drnny Grass

Pd. \$325.00 Check # 4575

## L & M MART, INC.

MAILING ADDRESS IS 7617 UPPER JOHNS CREEK ROAD, PHELPS, KY 41553. PLEASE CHANGE THIS ON YOUR RECORDS FOR FUTURE MAILINGS.

THANK YOU,

**TRISH** 

CUSTOMER'S REQUEST FOR	
BILLING ADJUSTMENT .	DATE OF REQUEST 4-24-0 0
CUSTOMER ON MY Market	PHONE
ADDRESS Philips	
ACCOUNT NO. 406-450-01	
BASIS OF REQUEST Vine Sout	
PERIOD OF REQUEST 3-15-0	U TO 41-18-00
TOTAL METERED WATER FOR REQUEST R	PERIOD 102,400 GALLON
AMOUNT OF BILL \$ 542.28 16.27 -194.06	400.5
- 582 CALCULATION OF ADJ	THETES BILLING
-14.62	JM BILL \$ 17.90
100,400 × \$3.29 PE ADJUSTMENT VOLUME SMUJOV THEMTEULGA	
TOTAL MINIMUM BILL + ADJUSTED	
TAXES	10.45 20.90
CUSTOMERS' TOTAL ADJUSTED BI	LLING \$ 379.57
I (WE) THE UNDERSIGNED DO REQUEST SIGNERS CONSIDER THE ABOVE REQUEST FACTS GIVEN. I UNDERSTAND THAT T I ALSO UNDERSTAND THAT I CAN ONLY YEAR.  SIGNED:	TED ADJUSTMENT BASED ON THE HIS REQUEST CAN BE DENIED.

-8-56 -51-66

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