

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

**RECEIVED**  
**MAR 16 2026**  
**PUBLIC SERVICE**  
**COMMISSION**

**In the Matter of:**

<b>TERRI LEMASTER</b>	)	
	)	
<b>COMPLAINANT</b>	)	
	)	
<b>v.</b>	)	<b>CASE NO. 2025-00256</b>
	)	
<b>MOUNTAIN WATER DISTRICT</b>	)	
	)	
<b>DEFENDANT</b>	)	

**ANSWER**

Pursuant to 807 KAR 5:001, Section 20(6), Defendant Mountain Water District (“the District” or “Defendant”) answers the Complaint as follows:

1. Defendant admits the allegations set forth in Sections a and b of the first page of the Complaint.
2. Defendant denies the allegations set forth in Section c of the first page of the Complaint.
3. As to the allegations contained on the second page of the Complaint, the Defendant admits the allegations to the extent that the service line serving Complainant’s residence experienced a major leak beginning in the month of November 2025 but denies the remainder. Defendant specifically denies that the Complainant’s water meter was “moved.” Defendant affirmatively states that it flagged Complainant’s account after meter readings reveal unusually high usage and advised the Complainant of the likely existence of a leak on her service line. The Complaint’s water usage history suggests that Complainant took no action to repair the service line until July 2025 and that a leak may still be present although at a significantly lower rate.

4. As to the allegations contained in the first five sentences of the first paragraph of the third page of the Complaint, the Defendant admits that District employee Jamey Keathley met with Defendant at her property in early 2024 and confirmed the location of the meter serving Defendant's residence based upon the District's metering records. The District further admits that Mr. Keathley is in the photograph found at page 40 of the Complaint.<sup>1</sup> The District denies the remaining allegations in those sentences and the Complaint's characterization of the photograph of Mr. Keathley.

5. As to the remaining allegations contained in the remaining sentences of the first paragraph on Complaint's third page, the sworn statements referred to in those sentences speak for themselves and Defendant denies the remaining allegations.

6. As to the allegations contained in the second paragraph of the Complaint's third page, the Defendant is without sufficient knowledge or information to form a belief as to their truth. Defendant affirmatively states that it has used at least two different billing systems since 2003 to identify accounts and the last numbers on account numbers for each billing system indicate the number of persons that have held that account.<sup>2</sup>

7. As to the allegations contained in the third paragraph of the Complaint's third page, Defendant states that the referenced work orders speak for themselves and denies that it has engaged in any "cover up" or that the work orders are evidence of any tampering with Defendant's service line. Defendant affirmatively states that the description contained in Work Order No. 237671 reflects Complainant's service request and is based solely upon information that the

---

<sup>1</sup> The page numbers for the documents attached to the Complaint are based upon the order of the attachments as they are found in the Appendix to the Commission's Order of March 4, 2026.

<sup>2</sup> For example, an account ending in "-02" indicates that the current account holder is the second person to have the account. Account numbers are assigned to each address or structure receiving water service.

Complainant provided when making her request, not any observations or findings of Defendant's employees.

8. As to the allegations contained in the fourth paragraph of the Complaint's third page,<sup>3</sup> Defendant states that the documents found at pages 15 through 40 of the Complaint are documents that the District has provided to the Complainant at the Complainant's request and that these documents speak for themselves. As to the photographs found at pages 42 through 49 of the Complaint, the District is without sufficient information or knowledge to form a belief regarding the descriptions of and allegations about those photographs found in the fourth paragraph of the Complaint's third page.

9. All allegations not specifically admitted are denied.

#### **First Affirmative Defense**

The Complaint fails to state a prima facie case.

#### **Second Affirmative Defense**

The Public Service Commission lacks jurisdiction over that portion of the Complaint that seeks compensatory damages for alleged tortious conduct. Complainant alleges that that she suffered a monetary loss due to the Defendant's alleged tortious action that resulted in a water leak on Complainant's side of water meter and seeks monetary damages to compensate her for the cost of such lost water. The Public Service Commission lacks any statutory authority to award such damages and has no jurisdiction to decide such complaints.<sup>4</sup>

---

<sup>3</sup> This paragraph extends into page 4 of the Complaint.

<sup>4</sup> See, e.g., *Carr v. Cincinnati Bell, Inc.*, 651 S.W.2d 126 (Ky. App. 1983); *Stuart I. Gross, Sr. v. Green River Valley Water District*, Case No. 2019-00258 (Ky. PSC Dec. 16, 2021).

### **Third Affirmative Defense**

The Public Service Commission lacks jurisdiction to grant the Complainant's request that Defendant remove all water service lines located on Complainant's property that serve or may serve persons other than the Complainant. Pursuant to 807 KAR 5:066, Section 12(1), a water utility is responsible for the service connection from the water main to the meter and meter box. 807 KAR 5:066, Section 12(2) provides that the water utility customer is the owner and responsible party for the service line from the meter. The Defendant's Rules and Regulations provide: "All water lines, plumbing and equipment beyond the meter shall be installed and maintained by the customer."<sup>5</sup> The Defendant has no control over or property interest in a service line after the metering point. The requested relief requires the Public Service Commission to determine the rights and obligations of persons who are not utilities and are not subject to the Public Service Commission's jurisdiction.

### **Affirmative Response to Complaint**

1. Defendant's records indicate that Defendant has provided water service to Complainant at 22 Varney Road, Belfry, Kentucky since 2003.

2. Defendant's records indicate that the current meter serving 22 Varney Road, Belfry, Kentucky was installed on February 18, 2020. The global positioning system ("GPS") coordinates (latitude 37.62872 and longitude -82.2606162) for that meter were collected at the time of the meter's installation and have not changed since that date.

3. Another water meter is located directly adjacent to the water meter serving the Complainant's residence. This meter serves 36 Varney Road and is located at latitude 37.62872

---

<sup>5</sup> Mountain Water District Tariff, P.S.C. Ky. No. 3, Original Sheet No. 12.

and longitude -82.26063. This meter's GPS coordinates were first collected when that meter was installed in July 2019 and are the same today.

4. **Exhibit A** to this Answer is an aerial photograph of the area in the vicinity of 22 Varney Road with the location of the two meters marked. It shows the location of the two meters. **Exhibit B** is a photograph of the two meters that appears at page 43 of the Complaint. The meter serving 22 Varney Road is located on the right.

5. A search of the District's records revealed no record indicating that the meter or meter vault serving 22 Varney Road has been relocated.

6. The District will relocate a customer's meter and meter vault only if the customer requests. In such case, the customer must reimburse the District for the cost of the relocation.<sup>6</sup> Furthermore, the customer is responsible for connecting its customer service line to the relocated meter and meter vault. The District will not connect the customer's service line to the meter or meter vault. In accordance with 807 KAR 5:066, Section 12 and the Defendant's Rules and Regulations, the customer "shall install, own and maintain his service line from the meter and/or point of delivery."<sup>7</sup> The District has no record of any relocation of the meter serving 22 Varney Road.

7. The District may also relocate a customer's meter if an operational necessity exists. An example of an operational necessity is the widening of a state or county road requiring the District to relocate its facilities including customer meters. In such instance, the District will assume the cost of the relocation and the reconnection of the customer service line and will notify

---

<sup>6</sup> Mountain Water District Tariff, P.S.C. Ky. No. 3, First Revised Sheet No. 27.

<sup>7</sup> Mountain Water District Tariff, P.S.C. Ky. No. 3, Original Sheet No. 13.

the customer of the relocation. District records do not show that any relocation of the meter serving 22 Varney Road was required or undertaken.

8. Attached as Exhibit C to this Answer is a record of Complainant's monthly water usage from December 2023 to February 2026. A substantial increase in Complainant's water usage occurred in November 2024 and continued until July 2025. Complainant's account was flagged after the November 2024 meter readings revealed unusually high water usage. The District advised the Complainant of the likely existence of a leak on her service line and requested that she locate and repair the leak. Complainant's water usage continued to increase until July 2025 when it returned to pre-November 2024 levels. Based upon her water usage history, the District believes that the leak was not repaired until July 2025.

9. Complainant's account balance as of July 2025 was \$1,845.14. As of the date of this Answer, the Complainant's total account balance is \$1,924.78.

10. Except for the month of December 2025, Complainant has made monthly payments of only \$30.00 for her water service.<sup>8</sup> In December 2025, Complainant made a payment of \$20.00.

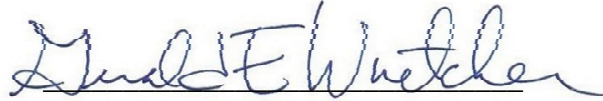
**WHEREFORE**, Mountain Water District requests that the Commission enter an Order dismissing the Complaint with prejudice.

---

<sup>8</sup> Based upon the District's current rates, the payment of \$30.00 represents a payment for 1,829 gallons of water.

Dated: March 16, 2026

Respectfully submitted,



Gerald E. Wuetcher  
Stoll Keenon Ogden PLLC  
300 West Vine Street  
Suite 2100  
Lexington, Kentucky 40507-1801  
Telephone: (859) 231-3017  
Fax: (859) 259-3517  
gerald.wuetcher@skofirm.com

*Counsel for Mountain Water District*

### **CERTIFICATE OF SERVICE**

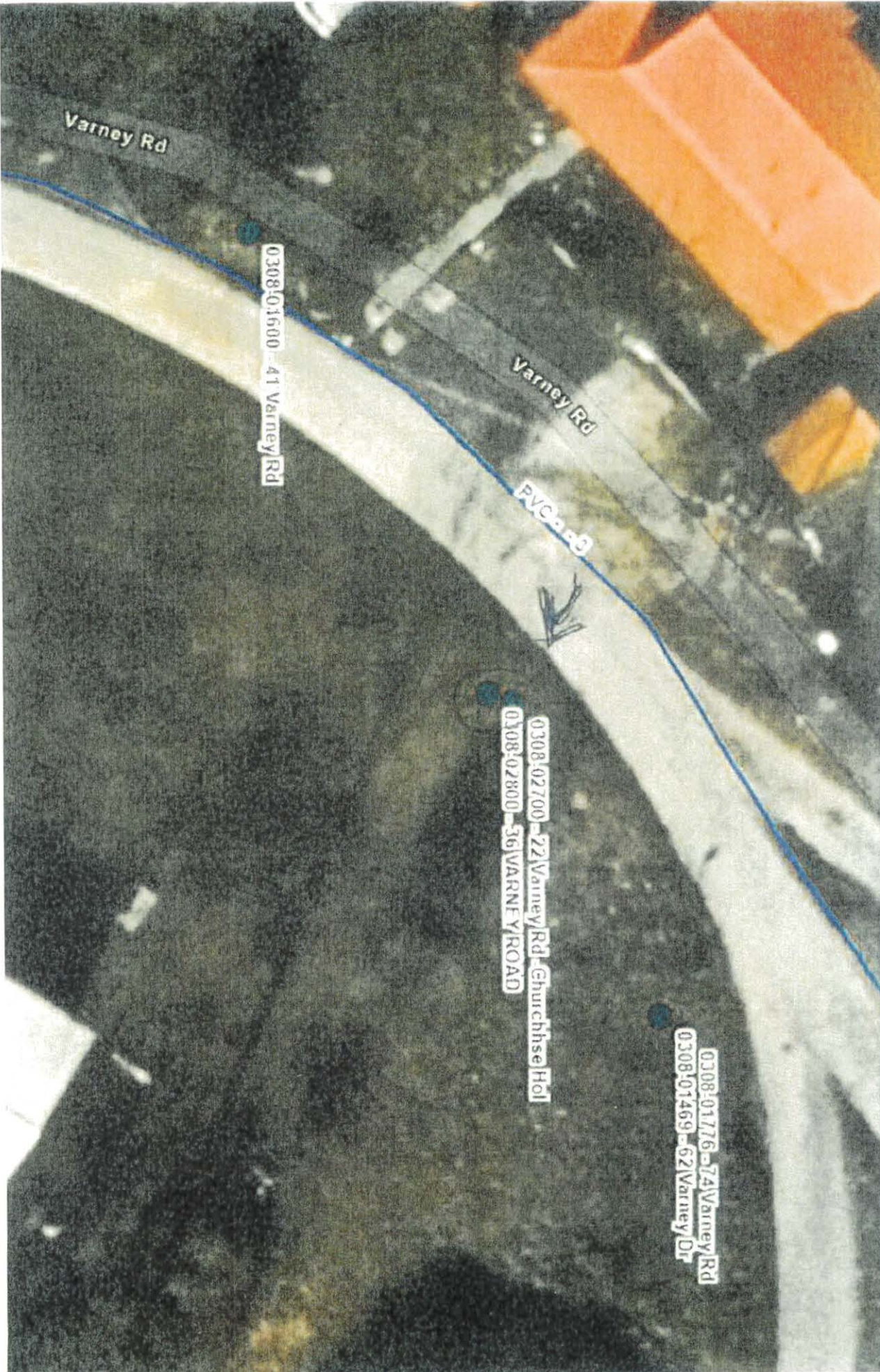
In accordance with 807 KAR 5:001, Section 8 and the Commission's Order of July 22, 2021 in Case No. 2020-00085, I certify that this document was transmitted to the Public Service Commission on March 16, 2026 by electronic mail and a copy was mail by First Class U.S. Mail, postage prepaid, to the following:

Terri LeMaster  
P. O. Box 612  
Belfry, KY 41514



Gerald E. Wuetcher

**Exhibit A**



Varney Rd

0308-01600-41 Varney Rd

Varney Rd

PVC-29

0308-02700-72 Varney Rd Churchse Hol  
0308-02800-36 VARNER ROAD

0308-01776-74 Varney Rd  
0308-01469-62 Varney Dr

**Exhibit B**



**Exhibit C**

Customer Name	Previous Read Date	Previous Reading	Present Read Date	Present Reading	Usage
Lemaster, Terri	12/27/2023 13:58	57750	1/17/2024 0:00	58360	610
Lemaster, Terri	1/17/2024 0:00	58360	2/14/2024 0:00	59380	1020
Lemaster, Terri	2/14/2024 0:00	59380	3/15/2024 0:00	60180	800
Lemaster, Terri	3/15/2024 0:00	60180	4/16/2024 0:00	61110	930
Lemaster, Terri	4/16/2024 0:00	61110	5/15/2024 0:00	62010	900
Lemaster, Terri	5/15/2024 0:00	62010	6/14/2024 0:00	63140	1130
Lemaster, Terri	6/14/2024 0:00	63140	7/16/2024 0:00	64110	970
Lemaster, Terri	7/16/2024 0:00	64110	8/15/2024 0:00	64730	620
Lemaster, Terri	8/15/2024 0:00	64730	8/29/2024 0:00	65170	440
Lemaster, Terri	9/16/2024 0:00	65660	10/16/2024 0:00	66760	1100
Lemaster, Terri	10/16/2024 0:00	66760	11/15/2024 0:00	70290	3530
Lemaster, Terri	11/15/2024 0:00	70290	12/18/2024 0:00	83260	12970
Lemaster, Terri	12/18/2024 0:00	83260	1/17/2025 0:00	98860	15600
Lemaster, Terri	1/17/2025 0:00	98860	2/18/2025 0:00	113780	14920
Lemaster, Terri	2/18/2025 0:00	113780	3/19/2025 0:00	129500	15720
Lemaster, Terri	3/19/2025 0:00	129500	4/17/2025 0:00	144460	14960
Lemaster, Terri	4/17/2025 0:00	144460	5/16/2025 0:00	161220	16760
Lemaster, Terri	5/16/2025 0:00	161220	6/17/2025 0:00	188540	27320
Lemaster, Terri	6/17/2025 0:00	188540	7/17/2025 0:00	222810	34270
Lemaster, Terri	7/17/2025 0:00	222810	8/18/2025 0:00	223950	1140
Lemaster, Terri	8/18/2025 0:00	223950	9/17/2025 0:00	225120	1170
Lemaster, Terri	9/17/2025 0:00	225120	10/16/2025 0:00	226530	1410
Lemaster, Terri	10/16/2025 0:00	226530	11/17/2025 0:00	229370	2840
Lemaster, Terri	11/17/2025 0:00	229370	12/17/2025 0:00	230400	1030
Lemaster, Terri	12/17/2025 0:00	230400	1/20/2026 0:00	231370	970
Lemaster, Terri	1/20/2026 0:00	231370	2/18/2026 0:00	235270	3900