

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

LOGAN TELEPHONE COOPERATIVE, INC.)	
)	
COMPLAINANT)	
)	
v.)	CASE NO. 2021-00248
)	
EAST LOGAN WATER DISTRICT)	
)	
DEFENDANT)	

**JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT, DECLARE
COMPLAINT SATISFIED AND CLOSE THIS MATTER**

East Logan Water District (“the District”) and Logan Telephone Cooperative, Inc. (“Logan Telephone”) (collectively “Movants” or “Parties”) jointly move the Public Service Commission (“Commission”) to approve the attached Settlement Agreement, declare the Complaint in this matter has been satisfied, and close and remove this matter from the Commission’s docket. In support of their motion, the Movants state:

1. On June 17, 2021, Logan Telephone filed a complaint with the Commission in which it alleged that the District was engaging in the “unreasonable, unsafe, and insufficient practice of repeatedly refusing to locate and mark its water lines for LTC [Logan Telephone] and its contractors” and that such practice resulted in the District’s “inability to furnish adequate, efficient, and reasonable service to LTC as an East Logan customer.”

2. In its answer to Logan Telephone’s complaint, the District denied engaging in any practice that affected the quality of water service provided to Logan Telephone, but stated that “because more than 95 percent of Defendant’s facilities were constructed prior to 2013 and were not required by law to have metallic tracer wire, it is unable to accurately locate those facilities

from field location records and has informed Complainant and Complainant's contractors of its inability to do so as permitted by KRS 367.4903(11) and KRS 367.4909(6)."

3. The Parties and the Commission Staff have conducted discovery in this matter.

4. The Parties have engaged in discussions to resolve this matter, have reached an agreement addressing all outstanding issues, and have reduced this agreement to writing. A copy of their Settlement Agreement is attached to this Motion as Exhibit A.

5. The major provisions of the Settlement Agreement are:

a. Logan Telephone's acknowledgement that, since June 21, 2021, the District has undertaken significant efforts to improve its ability to locate its underground facilities.

b. The District's agreement to continue its efforts to improve the accuracy and detail of its system maps, to continue to its contract with ESRI for mapping services for at least two additional years, and to continue working with Kentucky Rural Water Association to locate and document on its system maps the location of its facilities.

c. The District's agreement to continue its membership in Kentucky 811 and to rely upon Kentucky 811's databases to maintain complete, accurate and accessible records of locate requests and the District's responses.

d. The District's agreement that all of its facilities placed into service since 2013 will be treated as tonable and locatable from the surface.

e. The District's acknowledgement of its obligations under the current version of KRS 367.4909(5) to notify an excavator that an excavation area has been determined to be an unmapped or untonable project within two (2) working days of the request; to respond to the excavator's request within five (5) workdays for a normal locate request, eight (8) working days for a large project request or within (4) working days for a fiber-to-the-premises broadband deployment excavation; and as part of its response to mark the location of its facilities.

f. The establishment of processes to address Logan Telephone fiber deployments that result in “large project location requests” to the District and to address disputes or questions regarding locate requests arising from such deployments.

g. The establishment of a process permitting Logan Telephone to comment on the District’s current procedures for addressing locate requests and requiring the District to review those comments and to make appropriate revisions to its procedures, and to then file with the Commission its amended procedures and its written response to each Logan Telephone comment.

h. The District’s agreement to notify the Commission and Logan Telephone of any subsequent revisions to its written procedures for addressing locate requests.

6. The Agreement represents a fair, just and reasonable resolution of the issues presented in Logan Telephone’s Complaint and resolves the matters complained of to both parties’ satisfaction.

7. Approval of the agreement is in the public interest.

WHEREFORE, the Movants request that the Commission approve the Settlement Agreement, declare the Complaint in this matter has been satisfied, and close and remove this matter from the Commission’s docket.

Dated: December 13, 2023

Respectfully submitted,

/s/ Gerald E. Wuetcher

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Counsel for Logan Telephone Cooperative, Inc.

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 December 13, 2023 and that no parties have been excused from electronic filing procedures.

/s/ Gerald E. Wuetcher
Gerald E. Wuetcher