

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

**ELECTRONIC INVESTIGATION OF THE)
JURISDICTIONAL STATUS OF SEVERAL)
COMPANIES IN PIKE COUNTY, KENTUCKY) CASE NO. 2024-00271
AND OF THEIR COMPLIANCE WITH KRS)
CHAPTER 278 AND 807 KAR CHAPTER 005)**

**MOUNTAIN WATER DISTRICT’S RESPONSE TO
THE COMMISSION’S ORDER OF OCTOBER 1, 2024**

Pursuant to the Kentucky Public Service Commission’s (“Commission”) Order of October 1, 2024, Mountain Water District (the “District”), by counsel, responds to the allegations contained in the Commission’s Order of October 1, 2024 as follows:

A. Background

1. In an Order issued October 1, 2024, the Commission, on its own motion, established a proceeding to investigate whether several companies are selling, furnishing, or otherwise providing water or sewage service to a series of homes situated in Pike County, Kentucky which are located in the District’s service area.

2. The Commission’s Order named Prater Construction Inc. (“Prater Construction”), Twin Diamond, LLC (“Twin Diamond”), Roopani Development Corporation (“Roopani Development”), Appalachian Building Services, LLC (“Appalachian Building Services”), and the District as parties to the proceeding.

3. The Commission’s Order stated that the Office of the Attorney General received an informal complaint regarding the addition of a \$64.29 surcharge for several homes in the Zebulon Heights community effective May 1, 2024, associated with a monthly fee charged by Twin

Diamond to Prater Construction for use of a pump house to serve Zebulon Heights. The Commission's Order further stated that it has reason to believe that Roopani and Appalachian Building Services may currently, or in the past, have operated the pump house, or received water from the pump house.

4. Mountain Water District is a water district created pursuant to KRS Chapter 74. The District is a public utility subject to the Commission's jurisdiction under KRS 278.015. The District provides water service to approximately 16,495 customers in Pike County, Kentucky pursuant to its water tariff on file with the Commission.¹ Other than the incorporated areas of the City of Pikeville and Elkhorn City, which are served by municipal water systems, the District is the only water utility serving Pike County, Kentucky. The District also provides sewer service to approximately 2,314 customers in Pike County, Kentucky pursuant to its sewer tariff on file with the Commission.²

5. The District has reviewed its records and compiled a timeline of events related to the provision of water service in the vicinity of the Zebulon Heights community. The District does not and has not provided sewer service in the vicinity. For context, the District considers the vicinity of the Zebulon Heights community to include four separate residential development areas, as identified on the map below.

¹ Mountain Water District, Water Service Tariff, P.S.C. KY No. 3.

² Mountain Water District, Sewer Service Tariff, P.S.C. KY No. 4.



B. Metered Water Service to Mac Roopani and Twin Diamond

6. In November 2005, Mac Roopani of Roopani Development requested that the District set a 4-inch master meter at the base of a private access road approximately 100 feet from the edge of highway U.S. Route 119 to serve the Village View Townhouse private development in Pike County. The 4-inch meter was installed by the District on **December 20, 2005**, and the District began billing Mr. Roopani for water service on that date. **Attachment A** to this Response provides (a) a cost estimate prepared by the District for Mr. Roopani on November 15, 2005, (b) the Water User Agreement entered into by Mr. Roopani and the District on November 18, 2005, (c) the District's Work Order associated with the 4-inch meter installation, and (d) the District's Meter Location Report.

7. Mr. Roopani did **not** request a line extension along the private access road to serve the Village View Townhouses, and, as a practice, the District does not construct water lines on private roads. The District was not responsible for any design, construction, or maintenance of any private water line that Mr. Roopani may have caused to be constructed to reach the Village View Townhouses beyond the 4-inch water meter installed by the District. The District had no

involvement in the design, construction, or maintenance of the pump station that Roopani Development, or any other entity, may have owned and operated in the vicinity.

8. The District does not serve the residents of the Village View Townhouses. The District supplies water to the 4-inch meter that the District installed on December 20, 2005 at Mr. Roopani's request. The situation is akin to providing water through a master meter for an apartment complex or a trailer park, where a water utility bills a single entity at a master meter, and the single entity then passes the cost of the water on to the individual residents of the multi-unit dwellings by including the cost of water service in the amount of rent charged or recouping the expense in some other fashion. The District provided water through a master meter to Mr. Roopani, billed Mr. Roopani for water consumed at the master meter, and then Mr. Roopani was responsible for passing the expense of water service on to the residents of the Village View Townhouses.

9. In October 2023, Roopani Development and Mr. Roopani conveyed their interests in the Village View Townhouse property and all the accompanying appurtenances, including the 4-inch master meter, to Twin Diamond. Twin Diamond and the District entered into a Water User Agreement on **October 24, 2023** to place the 4-inch master meter in Twin Diamond's name. See **Attachment B** for the executed Water User Agreement. Since October 25, 2023, the District has billed Twin Diamond for the use of water at the 4-inch master meter which serves the Village View Townhouses.

C. Metered Water Service to Prater Construction

10. Around August 2006, Prater Construction sought to purchase a 2-inch master meter from the District to serve private residential developments along private roads in the Zebulon Heights vicinity, which include Boulder East, Prater Drive, and Zebulon Heights. The District

sold a 2-inch meter to Prater Construction and it was installed on or around **August 24, 2006**. **Attachment C** provides an invoice from the District to Prater Construction for the cost of the meter, plus vehicle expense and labor.

11. The District has been unable to locate any records indicating that Prater Construction requested a line extension to serve any of the three private developments beyond the 2-inch meter in or around August 2006. The District was not responsible for any design, construction, or maintenance of any private water line that Prater Construction may have caused to be constructed to reach Prater Construction's private developments in and around the vicinity of the Zebulon Heights community beyond the 2-inch water meter installed at Prater Construction's request.

12. The District does not serve the residents on Boulder East and serves only one residential customer on Zebulon Heights.³ The District supplies water to the 2-inch meter that was installed in August 2005 at Prater Construction's request. The District provides water through a master meter to Prater Construction, bills Prater Construction for water consumed at the master meter, and then Prater Construction is responsible for passing the expense of water service as applicable on to the residents of Boulder East or Zebulon Heights.

D. Classic Pools Line Extension Adopted by the District

13. Around 2012, the owner of a business located in the Zebulon Heights community vicinity, Jeff Settles of Classic Pools, caused a water line extension to be built in compliance with the District's specifications (the "Classic Pools Line Extension"). Mr. Settles requested that the District adopt the Classic Pools Line Extension into the District's distribution system.

³ As explained below, the District also currently serves five residential customers on Prater Drive and three commercial customers in the Zebulon Heights community vicinity.

14. The District's Board of Commissioners adopted the Classic Pools Line Extension by Resolution dated **August 29, 2012**. A copy of the Resolution is attached as **Attachment D**.

E. Prater Line Extension Adopted by the District

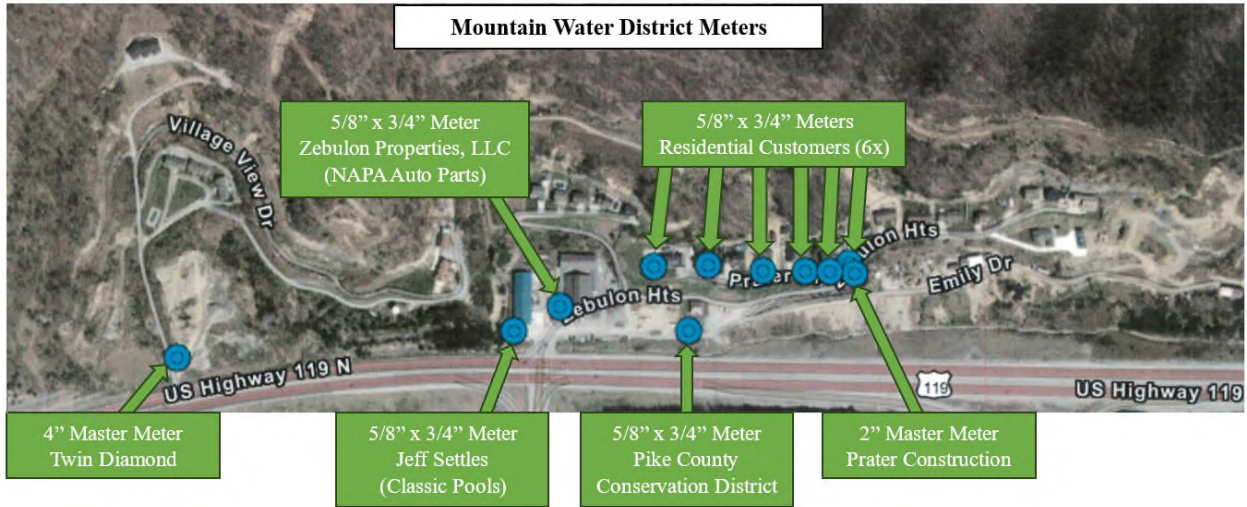
15. Around 2013, Kevin Prater of Prater Construction constructed a private water line extension along Prater Drive in the vicinity of the Zebulon Heights community under the supervision of Environmental Design Consultants, Inc. in accordance with the District's requirements and specifications (the "Prater Line Extension"). Mr. Prater requested that the District adopt the Prater Line Extension into the District's distribution system.

16. The District's Board of Commissioners adopted the Prater Line Extension by Resolution dated **August 21, 2013**. A copy of the Resolution is attached as **Attachment E**.

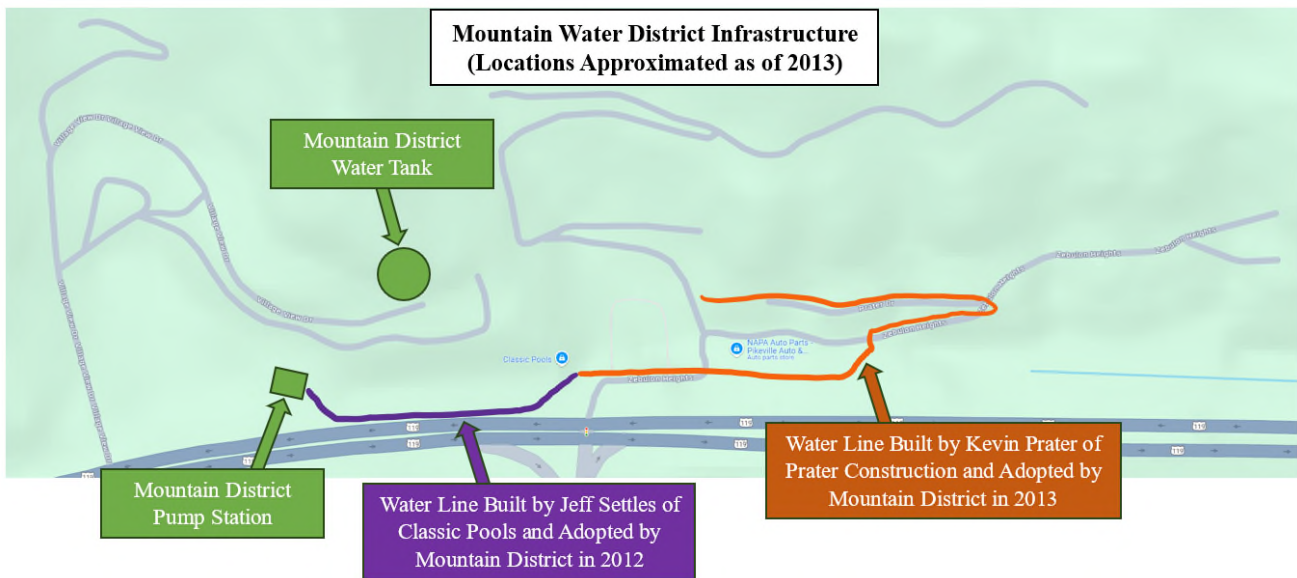
F. Metered Water Service to Other Customers in Vicinity

17. After adopting the Prater Line Extension in August 2013, the District began serving, and continues to serve, six residential customers who live along the adopted Prater Line Extension. Five customers live on Prater Drive, and one customer lives on Zebulon Heights. The District has set individual meters at each of these six residences. These are the only residential customers that the District serves directly in the Zebulon Heights vicinity.

18. In addition to the 4-inch master meter serving Twin Diamond (formerly serving Mr. Roopani) and the 2-inch master meter serving Prater Construction's private developments, the District also serves three commercial customers in the vicinity of Zebulon Heights: Jeff Settles' Classic Pools, Zebulon Properties, LLC's NAPA Auto Parts, and the Pike County Conservation District. The map below shows the approximate location of each of the District's 11 meters in the Zebulon Heights community vicinity.



19. In the Zebulon Heights community vicinity, in addition to the 11 water meters identified in the map above, the District owns two adopted water line extensions (the Classic Pools Line Extension and the Prater Line Extension), a pump station (unrelated to the pump station referenced in the Commission’s Order of October 1, 2024),⁴ and a ground level water storage tank. The approximate locations of these additional infrastructures as of 2013 are shown on the map below.



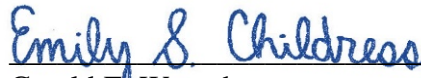
⁴ Since the line extensions were adopted into the District’s system, the District has relocated this pump station to the opposite side of highway U.S. Route 119.

G. Conclusion

20. This Response summarizes the District’s involvement in providing water service in accordance with its tariff on file with the Commission to the private developers, commercial customers, and residential customers in the vicinity of the Zebulon Heights community. The District has never provided sewer service to this area.

Dated: October 31, 2024

Respectfully submitted,



Gerald E. Wuetcher
Emily S. Childress
Stoll Keenon Ogden PLLC
300 West Vine Street, Suite 2100
Lexington, Kentucky 40507
Telephone: (859) 231-3000
Fax: (859) 253-1093
gerald.wuetcher@skofirm.com
emily.childress@skofirm.com

Counsel for Mountain Water District

CERTIFICATE OF SERVICE

In accordance with the Commission’s Order of July 22, 2021 in Case No. 2020-00085 (Electronic Emergency Docket Related to the Novel Coronavirus COVID-19), this is to certify that the electronic filing has been transmitted to the Commission on October 31, 2024; and that there are currently no parties in this proceeding that the Commission has excused from participation by electronic means.



Emily S. Childress

Attachment A

Metered Water Service to Mac Roopani

- **4-Inch Meter Cost Estimate**
- **Water User Agreement**
- **Work Order**
- **Meter Location Report**

Memo

To: MAC ROOPANI
From: KIMBERLY HUNT
Date: NOVEMBER 15, 2005
Re: VILLAGE VIEW WATER CONNECTION

Dear Mr. Roopani:

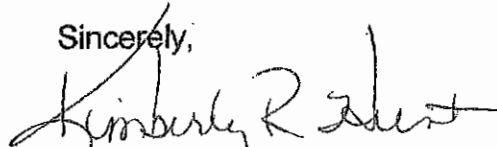
Please be advised that the cost estimate for a 4" water connection at the base of the access road at Village View Townhouses is as follows:

Materials	\$4,214.51
Equipment	\$ 210.00
<u>Labor</u>	<u>\$ 162.12</u>
Total	\$4,586.63

The pressure at the potential connection point is ~55-60psi. Also be advised that you, as the property owner, would be responsible for everything past the connection point. The Kentucky Division of Water would not deem 'you' a water district, in which would have to abide by their regulations, until 15 or more homes are connected on the system past the connection point. Attached please find the rate schedule for various sized meters.

If you have any questions or comments, please don't hesitate to contact me.

Sincerely,



Kimberly R. Hunt
Executive Assistant

Enc.

APPENDIX A

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2005-00436 DATED November 14, 2005.

The following rates and charges are prescribed for the customers in the area served by Mountain Water District. All other rates and charges not specifically mentioned herein shall remain the same as those in effect under authority of the Commission prior to the effective date of this Order.

		<u>5/8" x 3/4" Meter</u>			<u>Rate</u>
First	2,000	Gallons @	\$18.06	Minimum Bill	
Next	8,000	Gallons @	\$6.03	Per 1,000 gallons	
All Over	10,000	Gallons @	\$5.24	Per 1,000 gallons	
		<u>1" Meter</u>			
First	5,000	Gallons @	\$36.15	Minimum Bill	
Next	5,000	Gallons @	\$6.03	Per 1,000 gallons	
All Over	10,000	Gallons @	\$5.24	Per 1,000 gallons	
		<u>2" Meter</u>			
First	20,000	Gallons @	\$118.70	Minimum Bill	
All Over	20,000	Gallons @	\$5.24	Per 1,000 gallons	
		<u>3" Meter</u>			
First	30,000	Gallons @	\$171.10	Minimum Bill	
All Over	30,000	Gallons @	\$5.24	Per 1,000 gallons	
		<u>4" Meter</u>			
First	50,000	Gallons @	\$275.90	Minimum Bill	
All Over	50,000	Gallons @	\$5.24	Per 1,000 gallons	
		<u>6" Meter</u>			
First	100,000	Gallons @	\$537.90	Minimum Bill	
All Over	100,000	Gallons @	\$5.24	Per 1,000 gallons	

5/8" X 3/4" tap-on fees \$675; all larger size meter tap-on fees will be actual cost.

Line Leak Adjustment Rate: \$3.37 -- per 1,000 gallons.

WO Number	Type	Issue Date	Completion D	Received by CS	Complete	Area
14580	P	10/5/2005			I	GV
Supervisor	Name		Mailing Address			City
JK	ROOPANI, MAC					
House No	Phone		Total		Month	
31 VILLAGE VIEW DRIVE					1	
Problem Description						
POSSIBLE TAP <i>fax -</i>						
Physical Address						
31 VILLAGE VIEW DRIVE - HSE UNDER CONST. - PROPERTY JOINS KEVIN PRATERS PROPERTY.						
Action Taken						
<i>Customer Requested 4" Tap Instead of line Ext.</i>						
Code	Water Loss	Break Caused By	Same Side	Road Bore	Creek Crossing	Size
PT						
Regulator	Estimated Footage	Estimated Cost	Meter No	Permit Fee		
		<i>4586.63</i>	\$0.00	\$0.00		
Call 1	Call 2	Call 3	Project Name	Leak / Break	Master Meter	
Comment						
<i>4" Tap meter Set at Base of Access Rd.</i>						

Materials	\$4214.51
Equipment	210 ⁰⁰
Labor	162.12
Total	<u>4586.63</u>

*~ 55-60 psi
beyond purchase point -*

ENTERED 10:43 2005

MOUNTAIN WATER DISTRICT
OWNERS WATER USER AGREEMENT

PHONE NO. _____

SOCIAL SECURITY NO. _____

This Agreement entered into between _____

Mac Hoopani
249 Kati Street
Pikeville Ky 41501

, 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 this agreement. The property to be served is a Buckley Creek

31 Village View Drive located at Townhouse

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. It is recommended, but not mandatory, that the customer install a cutoff valve outside of and adjacent to the meter box or before the service line enters the dwelling. The location of the water meter on the property shall 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 cause his service line to be connected 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 4" meter service connection fee of \$ 4586.63 to the SUPPLIER. Upon payment of said fee, SUPPLIER agrees to connect to SUPPLIER'S distribution main and install a meter service at or near USER'S property line, subject to distance limitations as contained in SUPPLIER'S Rules and Regulations.

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.

IN WITNESS WHEREOF, we have executed this agreement this 18 day of November, 20 05.

Mac Hoopani
(Water User)

MOUNTAIN WATER DISTRICT
By: Denise Robrette

(Water User's Spouse)

Title: _____

MOUNTAIN WATER DISTRICT
METER LOCATION REPORT

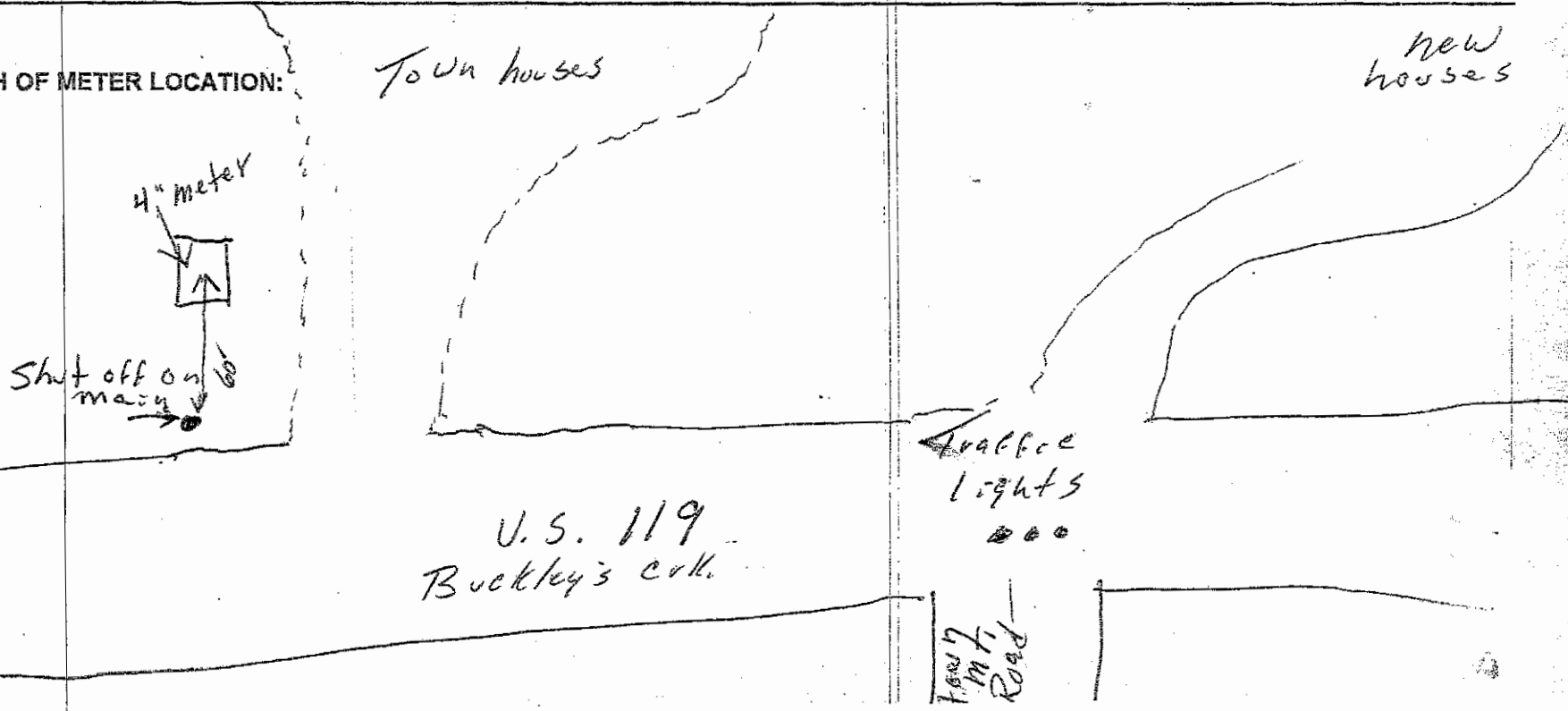
CUSTOMER NAME: Mac Roo Pavi

911 ADDRESS: 31 Village View Town house, Buckley's crk

METER BASE LOCATION: left side of entrance to town house

aprox. 100' from edge of highway

SKETCH OF METER LOCATION:



Attachment B

Twin Diamond Water User Agreement



MOUNTAIN WATER DISTRICT
WATER USER AGREEMENT

___ Owner ___ Renter

Social Security No: _____

Home Phone: _____

Drivers Lic No: _____

Cell Phone: _____

Account No: _____

Email: _____

This Agreement entered into between Twin Diamond Corp.

554 Northmonte Woods, whose address is _____

Pikeville Ky 41501

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 this agreement. The property to be served is a 31 Village View

located at Pikeville Ky 41501

The property is owned by _____ who's mailing address is _____

_____ and

phone number is _____

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. It is recommended, but not mandatory, that the customer install a cutoff valve outside of and adjacent to the meter box in addition to a location outside the dwelling in close proximity to where the service line enters the dwelling. The location of the water meter on the property shall be determined by

the SUPPLIER. The SUPPLIER shall purchase and install a cutoff valve and water meter for use by the SUPPLIER. The SUPPLIER shall have exclusive right to use such cutoff valve and water meter.

The USER shall cause his service line to be connected to the water distribution system and shall commence to use water from the system on the date the water is available to him/her. 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 for a new water tap of \$ _____ to the SUPPLIER in addition to a security deposit in the amount of \$ 150.00. Upon payment of said fee, SUPPLIER agrees to connect to SUPPLIER'S distribution main and install a meter service at or near USER'S property line, subject to distance limitations as contained in SUPPLIER'S Rules and Regulations.

If the USER is establishing service to an existing water tap, the USER agrees to pay a service connection fee of \$ 30.00 in addition to a security deposit in the amount of \$ _____. If the USER has an existing balance with the SUPPLIER from a previous account the USER will be required to pay said balance prior to service being established.

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.

It is understood that the system installed, or to be installed is basically a water distribution system for residential supply. The USER understands and fully agrees that the SUPPLIER, in no way guarantees or implies that the system is adequate for fire protection.

In the event the USER shall breach this agreement by refusing or failing, without just cause, to connect his service line to SUPPLIER'S distribution system as set forth above, the USER agrees to pay the SUPPLIER a lump sum of THREE HUNDRED DOLLARS (\$300.00) as liquidated damage. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the SUPPLIER, and it would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

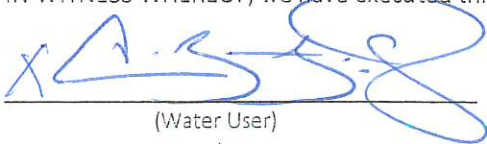
The SUPPLIER shall determine the allocation of water to the USER in the event of a water shortage, and may shut off water to the USER if he/she allows a water shortage, and may shut off water to the USER if he/she allows a connection or extension to be made of his/her service line for the purpose of 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 needs of all of the USERS for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all USERS for both domestic and livestock purposes before supplying any water for garden proposes.

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 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 3/4-inch meter will be used unless the USER contracts for a larger meter. A separate meter must be installed for each residence. A separate contract will be used by mobile home parks when mobile homes are not supplied by individual meters.

The USER agrees to grant the SUPPLIER, its successors and assigns, a perpetual easement in, over, under and upon land owned by the USER, with the right to erect, construct, install and lay, and thereafter use, inspect, repair, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to the USER for the purpose of ingress to and egress from the said lands. The sole purpose of this easement is the installation and maintenance of the customer's meter service facilities.

IN WITNESS WHEREOF, we have executed this agreement this Oct day of 24, 2023



(Water User)

By: MH

(Mountain Water District Representative)

(Water User's Spouse-Optional)

Title: es

(Mountain Water District Representative)

(Other Resident-Optional)

(Other Resident-Optional)

(Property Owner-Optional)

Attachment C

Prater Construction 2-Inch Meter Invoice

Mountain Water District

P.O. Box 3157
Pikeville, KY 41501-3157
606/631-9162 fax 606/631-3087

Invoice No.

84068

INVOICE

Customer

Name Prater Construction
Address 36 Maple Lane
City Pikeville State KY ZIP 41501
Phone _____

Date 9/8/2006
Order No. 84068
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
	Install 2" Meter @ Prater Drive on 8/24/06		
1	Materials	\$2,395.62	\$2,395.62
59	Vehicle Expense (59 Miles)	\$0.485	\$28.62
1	Labor	\$413.40	\$413.40

Payment Details

-
-
-

SubTotal	\$2,837.64
Shipping & Handling	\$0.00
Taxes KY	
Sch. Tax	
TOTAL	\$2,837.64

Office Use Only

Payable Upon Receipt

If payment has been submitted, please disregard.

Attachment D

2012 Mountain Water District Board of Commissioners' Resolution Adopting Classic Pools Water Line Extension

MOUNTAIN WATER DISTRICT

RESOLUTION 12-08-006

AUTHORIZATION TO ADOPT THE JEFF SETTLES' CLASSIC POOLS WATER LINE EXTENSION INTO THE MOUNTAIN WATER DISTRICT DISTRIBUTION SYSTEM

WHEREAS, THE BOARD OF COMMISSIONERS of the Mountain Water District agrees that the Classic Pools water line extension at Buckley's Creek has been constructed in compliance with the Mountain Water District's specifications and that the District's Administrator has reviewed all aspects of the project and is satisfied with the manner in which it was constructed.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Commissioners of the Mountain Water District votes to adopt the Classic Pools Water Line Extension at Buckley's Creek into the District's distribution system.

MOTION FOR ADOPTION of this resolution was made the 29th day of August, 2012, by Commissioner Collins and seconded by Commissioner Adkins. Commissioner voting as follows:

Commissioner James	Aye
Commissioner Collins	Aye
Commissioner Friend	Absent
Commissioner Casey	Aye
Commissioner Adkins	Aye

THEREUPON, said motion was declared passed and the resolution adopted.

Dated this the 29th day of August, 2012.



Rhonda James, Chairperson



Ancie Casey, Secretary

Attachment E

2013 Mountain Water District Board of Commissioners' Resolution Adopting Prater Water Line Extension

MOUNTAIN WATER DISTRICT

RESOLUTION 13-08-006

ADOPTION OF THE BUCKLEY'S CREEK LINE EXTENSION INTO THE MOUNTAIN WATER DISTRICT DISTRIBUTION SYSTEM

WHEREAS, THE BOARD OF COMMISSIONERS of the Mountain Water District agrees that Kevin Prater, under the supervision of Environmental Design Consultants, Inc. has constructed the line extension at Prater Drive on Buckley's Creek in Pike County, Ky. in accordance with the requirements and specifications of the District and has agreed to provide a one year warranty on the newly constructed line.

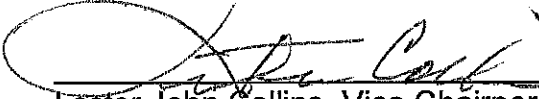
NOW, THEREFORE, BE IT RESOLVED THAT the Board of Commissioners of the Mountain Water District votes to adopt Kevin Prater's water line extension at Prater Drive at Buckley's Creek into the Mountain Water District distribution system.

MOTION FOR ADOPTION of this resolution was made the 21st day of August, 2013, by Commissioner Casey and seconded by Commissioner Adkins. Commissioner voting as follows:


Commissioner James	Absent
Commissioner Collins	Aye
Commissioner Friend	Aye
Commissioner Casey	Aye
Commissioner Adkins	Aye

THEREUPON, said motion was declared passed and the resolution adopted.

Dated this the 21st day of August, 2013.



Lester John Collins, Vice Chairperson



Ancie Casey, Secretary