

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF THE EDMONSON)
COUNTY WATER DISTRICT FOR THE)
APPROVAL OF THE USE BY SAID WATER)
DISTRICT OF A CONTRACT FOR THE)
CONSTRUCTION AND USE OF WATER) CASE NO. 89-008
TRANSMISSION LINES BY PRIVATE)
DEVELOPERS AND PROVIDING FOR THE)
REIMBURSEMENT OF SAID DEVELOPERS)
FOR THE COST OF CONSTRUCTION)

O R D E R

IT IS ORDERED that Edmonson County Water District ("Edmonson") shall file the original and 12 copies of the following information with the Commission with a copy to all parties of record within 15 days of the date of this Order. If information cannot be provided by this date, Edmonson should submit a motion for extension of time stating the reason a delay is necessary and include a date by which it will be furnished. Such motion will be considered by the Commission.

1. Numerical paragraph 3 of the contract requires the Developer to construct the total extension at his sole cost.

(a) Will the cost of any portion of the extension be borne by Edmonson?

(b) Will Edmonson make refunds to the Developer as provided in 5:066, Section 12(3)?

(c) If not, provide justification for deviating from this requirement.

2. Numerical paragraph 4 of the contract states that the "Developer shall obtain and provide all necessary easements. . . .

(a) Does this include easements outside the property owned by the Developer?

(b) If the answer to (a) is yes, what is the justification for this requirement?

(c) If the Developer is unable to obtain such easements from other property owners, what assistance will be provided or action taken by Edmonson, if any?

3. Numerical paragraph 5 provides for allocation of the cost of construction to potential customers by the Developer. It further provides that Edmonson will not connect a customer unless the customer has paid the allocated cost to the Developer.

(a) Provide reasons why Edmonson should be involved in either the allocation or collection of amounts owed by or to any parties other than Edmonson.

(b) Provide justification for refusing water service because of an unpaid amount owed to someone other than Edmonson.

4. (a) Will the developer retain title to the lines for a period of time after water service is begun to any customer(s)?

(b) If so, who will be responsible for maintenance of the lines during that period?

(c) Will the Developer receive any compensation for use of the lines?

5. (a) What cost benefits will accrue to Edmonson as a result of this contract versus extensions made pursuant to 807 KAR 5:066, Section 12(3)?

(b) What cost benefits will accrue to customers as a result of the contract versus extensions made pursuant to 807 KAR 5:066, Section 12(3)?

6. Provide any other justification Edmonson may have for deviation from the provisions of 807 KAR 5:066, Section 12(3).

Done at Frankfort, Kentucky, this 7th day of March, 1989.

PUBLIC SERVICE COMMISSION


For the Commission

ATTEST:

Executive Director