

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

CHARLES AND DELORISE EVANS)
D/B/A MEADOWBROOK)
)
COMPLAINANT)
)
v.) CASE NO. 96-301
)
WEST MARSHALL WATER DISTRICT)
)
DEFENDANT)

ORDER TO SATISFY OR ANSWER

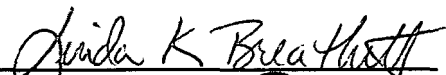
West Marshall Water District ("West Marshall") is hereby notified that it has been named as defendant in a formal complaint filed on June 28, 1996, a copy of which is attached hereto.

Pursuant to 807 KAR 5:001, Section 12, West Marshall is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within 10 days from the date of service of this Order.

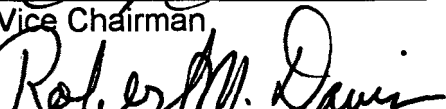
Should documents of any kind be filed with the Commission in the course of this proceeding, the documents shall also be served on all parties of record.

Done at Frankfort, Kentucky, this 16th day of July, 1996.

PUBLIC SERVICE COMMISSION


Chairman


Vice Chairman


Commissioner

ATTEST:


Executive Director

RECEIVED

JUN 28 1996

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION GENERAL COUNSEL

RECEIVED

JUN 28 1996
PUBLIC SERVICE
COMMISSION

In the Matter of:

Charles and Delorise Evans dba Meadowbrook)
)
vs.)
)
West Marshall Water District)

No. 96-301

COMPLAINT

The complaint of Charles and Delorise Evans dba Meadowbrook respectfully shows:

- (a) Charles and Delorise Evans dba Meadowbrook
2979 Little Bear Hwy.
Gilbertsville, Ky. 42044
- (b) West Marshall Water District
c/o Mr. Garry Smith
Bank of Benton
P.O. Box 467
Benton, Ky. 42025
- (c) That: West Marshall Water District has not complied with Public Service Commission Administrative Regulation 807 KAR 5:066, Section 11 (3) which states that each year, for a refund period of not less than ten (10) years, the utility shall refund to the applicant who paid for the extension a sum equal to the cost of fifty (50) feet of the extension installed for each new customer connected during the year whose service line is directly connected to the extension installed by the developer, and not to extensions or laterals therefrom. Total amount refunded shall not exceed the amount paid to the utility.

On August 23, 1994 West Marshall water was paid by complainant \$14,281.60 for the extension of their water main to serve twenty (20) lots located in Phase I of Meadowbrook Mobile Home Park. As of this date no refund has been made for the nineteen (19) customers who have connected to the extension. It is our understanding according to regulations annual refunds are to be made upon the establishment of service to a customer by the utility from the extended main. A customer is defined in regulation 807 KAR 5:066, Section 1 (2).

FORMAL COMPLAINT

Charles and Delorise Evans dba Meadowbrook VS West Marshall Water District

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Wherefore, complainant asks that West Marshall Water District comply with Public Service Commission Regulations and provide an appropriate refund which is due to complainant or a working agreement to pay a specified amount monthly as long as West Marshall Water District agrees to continue to abide by their contract for providing water line extensions for the future phases of Meadowbrook.

Dated at Gilbertsville, Kentucky, this 26th day of June, 1996.

Charles R. Evans

Delorise C. Evans