

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE DEVIATION OF NORTH SHELBY WATER)
COMPANY FROM THE COMPANY'S REGULAR) CASE NO. 2001-078
EXTENSION POLICY – MAGNOLIA PLACE)
SUBDIVISION, SECTION 1)

COMMISSION STAFF'S INTERROGATORIES AND REQUESTS
FOR PRODUCTION OF DOCUMENTS TO
NORTH SHELBY WATER COMPANY

Pursuant to Administrative Regulation 807 KAR 5:001, Commission Staff requests that North Shelby Water Company ("North Shelby") file the original and 5 copies of the following information with the Commission within 14 days of this request, with a copy to all parties of record. Each copy of the information requested should be placed in a bound volume with each item tabbed. When a number of sheets are required for an item, each sheet should be appropriately indexed, for example, Item 1(a), Sheet 2 of 6. Include with each response the name of the witness who will be responsible for responding to questions relating to the information provided. Careful attention should be given to copied material to ensure its legibility. When the requested information has been previously provided in this proceeding in the requested format, reference may be made to the specific location of that information in responding to this request.

1. Of the 2,970 feet of the proposed water main extension, how much footage is outside of the real estate subdivision development?

2. How many lots are shown on the plat map for the Magnolia Place Subdivision development?

3. Paragraph 2 of the proposed agreement requires the Applicant to “obtain and provide, without cost to the Company, all properly recordable easements required by the Company for the installation and maintenance of the Company’s water transmission or distribution lines, existing or future.”

a. Why are easements for future lines needed?

b. Why is the requirement to produce easements for future lines that are unrelated to the current extension a reasonable condition for providing water service?

c. If the Applicant incurs any costs to obtain the easements, are such costs considered when determining the total cost of the water main extension for refund or rebate purposes?

4. Will North Shelby, under the proposed agreement, contribute the cost of 50-feet of the proposed main extension for each connection made to the main extension outside of the proposed real estate development for the 10 years following the extension’s completion? If no, explain why not.

5. Why, for purposes of calculating the amount of refund or rebate for connections made to the water main extension outside the subdivision, is it not more reasonable to exclude any footage within the subdivision when calculating the extension’s average cost per foot?

6. Does North Shelby use the general form of the agreement for all water main extensions involving a real estate subdivision development?

7. Since January 1, 1995, how many times has North Shelby required real estate subdivision developers to agree to terms similar to those in the proposed Agreement? Of that number, what was the total amount of water main extensions in terms of cost and footage?

8. Explain how the provisions contained in the proposed Agreement are consistent with North Shelby's duty as a utility to make reasonable extensions of service.

9. Has North Shelby incurred significant or rapid growth in the past 5 years? If so, describe the impact of this growth on North Shelby.

10. Will North Shelby, the Shelby County Fiscal Court or any other entity contribute to this project monetarily or otherwise? If so, describe each entity's contribution.



Thomas M. Dorman
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Public Service Commission
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DATED: May 11, 2001

cc: Parties of Record