

APPENDIX E
FORM FOR EXTENSION DEPOSIT AGREEMENT

This agreement entered into this _____ day of _____, 20____, by and between PEAKS MILL WATER DISTRICT, hereinafter called the DISTRICT, and

_____, hereinafter called the
DEPOSITOR.

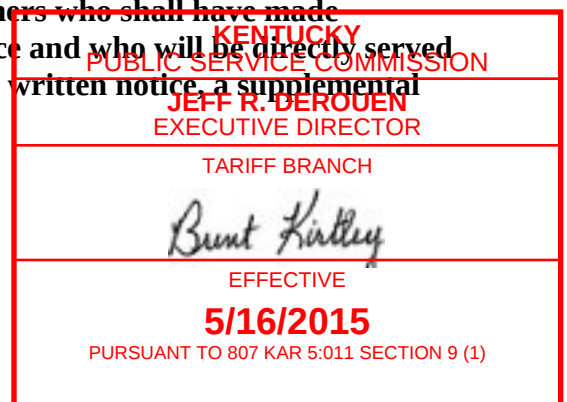
Whereas, the DEPOSITOR desires extension of the water mains of the DISTRICT as hereinafter described;

NOW, THEREFORE, this agreement WITNESSETH:

The FIRST: the DISTRICT contracts and agrees to lay the water main(s) (and any other related facilities, if any) as shown in red on diagram hereto attached and made a part of hereof, described and located as follows:

SECOND: It is expressly understood and agreed that if the DISTRICT shall be delayed or prevented from installing the water main(s) (and other facilities, if any), hereinabove described because of its failure to secure pipe or other construction materials, or for any other causes beyond its control, such failure or delay in performance shall excused; provided, however, if such failure or delay in performance shall extend for a period of more than one (1) year from date hereof, DEPOSITOR shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to the DISTRICT, and hereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by DEPOSITOR shall not be invoked if DISTRICT has received the construction material and DEPOSITOR has made the deposit as hereinafter required, in which event, the DISTRICT shall have the obligation to prosecute the work diligently to its completion.

THIRD: The DEPOSITOR hereby agrees to deposit with DISTRICT, upon notice from the DISTRICT that it is prepared and able to go forward with the work provide in Paragraph FIRST hereof, an amount in cash equal to the then estimated cost of said main(s), and (other related facilities, if any) in excess of the amount produced by multiplying the average estimated completed cost per foot of the said main(s) by fifty(50) and the result so produced by the number of bona fide perspective customers who shall have made application for street service connection and water service and who will be directly served therefrom as soon as said main(s) is installed. Upon such written notice, a supplemental



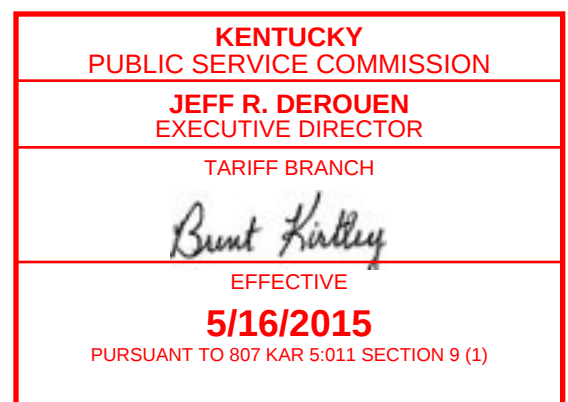
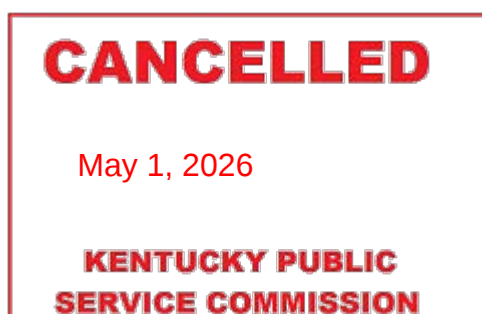
memorandum shall be signed by both parties showing the then estimated cost of the extension, the then estimated credit allowance determined pursuant to this Paragraph THIRD for bona fide prospective customers and amount of deposit received from DEPOSITOR, which supplemental memorandum shall be attached to and become a part of this agreement. If, upon completion of the main extension(s), the actual cost is less than the estimated cost, DISTRICT will refund to DEPOSITOR the difference between the actual and estimated cost less the amount of the adjustment necessary to conform the credit allowance to actual cost, plus interest at the rate of 6% per annum on the amount of the excess deposit for the period beginning 90 days after completion with the extension, and ending with the date of payment of refund. If the actual cost of the installation exceeds the estimated cost, DEPOSITOR will make a further deposit of the difference between the actual and estimated cost, less amount of the adjustment necessary to conform the credit allowance to actual cost. The intent is to provide that the deposit to cover extensions of mains and other related facilities, if any, will be based on actual installation cost.

FOURTH: The DISTRICT hereby agrees to refund to the DEPOSITOR during the period of ten (10) years from actual date of deposit an amount equal to the average completed cost of fifty(50) feet of the said main(s) for each additional premises served for which a street service connection shall be directly attached to such main extension rather than to extension or branches thereof: provided, however, that the total amount of refunded shall not exceed the original deposit, without interest, and that all or any part of the deposit, without interest, and that all or any part of the deposit not refunded within said ten-year period shall become the property of the DISTRICT.

FIFTH: The DEPOSITOR may request refunds under Paragraph FOURTH, once in each calendar quarter, furnishing the DISTRICT, at such time, a listing of premises claimed to be additional premises; however, failure on the part of DEPOSITOR to make such request shall not constitute a waiver of any rights hereunder or relieve the DISTRICT of the obligation to make refunds with reasonable promptness.

SIXTH: The ownership of the water main(s) laid hereunder shall at all times be in the DISTRICT, its successors and assigns.

SEVENTH: This agreement shall be valid and binding on the DISTRICT only when executed by its Chairman.



CANCELLED

May 1, 2026

**KENTUCKY PUBLIC
SERVICE COMMISSION**

EIGHTH: This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

NINTH: Any notice given hereunder shall be deemed sufficient if in writing and sent to DISTRICT at Peaks Mill Water District, 7165 US Highway 127 North, Frankfort, KY

40601 and to the DEPOSITOR at _____.

TENTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the DISTRICT and the words, phrases and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference.

Executed in triplicate by the parties hereto on the date first above written.

WITNESS :

DISTRICT: (Peaks Mill Water District)

By _____

WITNESS:

DEPOSITOR:

SUPPLEMENTAL MEMORANDUM

This supplemental Memorandum is executed by the parties hereto under and pursuant to the provision of Paragraph THIRD of a certain agreement in writing between the parties

entered into on the _____ day of _____, 20____, for the installation by the DISTRICT of a certain water main(s) therein described. It is therefore agreed and stipulated:

Estimated Cost of the Extension

\$ _____

**Credit Allowance: Estimated Credit Allowance for
Bona Fide Prospective Customers**

\$ _____ **KENTUCKY
PUBLIC SERVICE COMMISSION**

Amount of Deposit

\$ _____ **JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

5/16/2015

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

This supplement Memorandum shall be attached to the original agreement in accordance with the provisions of Paragraph THIRD thereof.

Dated: _____
(Date of Deposit)

WITNESS:

DISTRICT: Peaks Mill Water District

By _____

WITNESS:

DEPOSITOR:

CANCELLED

May 1, 2026

**KENTUCKY PUBLIC
SERVICE COMMISSION**

**KENTUCKY
PUBLIC SERVICE COMMISSION**

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)