

RECEIVED

NOV 01 1996

WATER SERVICE AGREEMENT

PUBLIC SERVICE COMMISSION

This AGREEMENT is made this 28 day of September, 1995, BY and BETWEEN WEST SHELBY WATER DISTRICT ("West Shelby") and GWENDOLYN WAGNER JOHNSON and ROBERT W. JOHNSON, her husband ("Johnsons") U. S. Highway 60 West, Simpsonville, Kentucky 40067 and MARJORIE MEUSER WAGNER ("Wagner") P. O. Box 340, Simpsonville, Kentucky 40067, and RICHARD A. CRAIG and LINDA CRAIG, husband and wife, ("Craigs") 9083 Shelbyville Road, Simpsonville, Kentucky 40067, (the Johnsons, Wagner, and Craigs herein collectively referred to as "Customers").

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

DEC 01 1996

W I T N E S S E T H:

WHEREAS, Wagner currently owns Tract 7 as shown on the approved plat of Copper Coin Farm, approved on September 22, 1994, by the Triple S Planning Commission; and

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY Phyllis L. Lamm DIRECTOR, RATES & RESEARCH DIV

WHEREAS, the Johnsons own Tracts 8 and 9 as shown on said plat; and

WHEREAS, the Craigs own a tract of land lying to the east of the Johnsons' property; and

WHEREAS, the Johnsons, Craigs, and Wagner are all presently being served by a single meter; and

WHEREAS, this situation arose under prior West Shelby procedures which are no longer in effect; and

WHEREAS, the Customers are presently in violation of Section 32 of West Shelby's Rules and Regulations, which prohibit multiple users on one meter unless all of the properties served are under common ownership and that meter is in the name of the common owner

of the land; and

WHEREAS, the Customers are also presently in violation of Section 4 of West Shelby's Rules and Regulations, which state that no service shall be granted unless the property of the applicant is adjacent and contiguous to an existing distribution main of the District.

WHEREAS, West Shelby made a mistake in signing the Plat rather than requiring a water line extension to be made at the time Copper Coin Farm was divided; and

WHEREAS, this mistake by West Shelby was due to the erroneous belief that West Shelby's existing water line ran along the north side of new U. S. 60; and

WHEREAS, West Shelby plans to extend a 12" water line along new U. S. 60 in this area and it is believed that requiring customers to build a short dead end section of 6" line would be a waste of money; and

NOW THEREFORE, the parties agree as follows:

1. West Shelby grants Customers a variance from Sections 32 and 4 of West Shelby's Rules and Regulations in accordance with the terms of this agreement.

2. Mrs. Wagner, the Johnsons, and the Craigs shall each be served by a separate meter and service line, with the two new additional meters located adjacent to the existing meter. Two new service lines will be installed from the two new meters to two of the three residences as hereinafter specified. It shall be decided between the Customers which customer shall use the existing meter and existing service line, and how they shall apportion among

DEC 01 1996

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)  
BY: Phyllis Lamm  
DIRECTOR, RATES & RESEARCH DIV.

themselves the cost of the new meters and new service lines.

3. Mrs. Wagner's house and the barn located on Tract 8 shall be served by one meter and one service line.

4. The Johnson's house will be served by one meter and one service line.

5. The Craig's house will be served by one meter and one service line.

6. It will be the responsibility of each of the customers to obtain, as necessary, from the other customers any necessary easements for service lines.

7. Mrs. Wagner will participate in the extension of the 6" water main to the western property line of Tract 7, Copper Farm, paying 1/5 of the cost of that extension. (Est. 1,200 - 1,500)

8. The Craigs will immediately grant West Shelby a water line easement across the entire U. S. 60 frontage of their property, not less than 30' in width and otherwise acceptable to West Shelby.

9. All actions required by paragraphs 1 through 8 of this agreement will be completed within 120 days after the August 9, 1995 board meeting.

10. There shall not be any further subdivision of any of these properties without the construction of a water main extension at the property owner's expense and in accordance with West Shelby's regular distribution policies. Any such water main extension would be from the end of West Shelby's existing distribution main along new U. S. Hwy. 60 across the entire frontage owned by the subdivider or the subdivider's spouse. This

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 01 1996

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)  
BY Phyllis Farris  
DIRECTOR, RATES & RESEARCH DIV

requirement will be negated if the District has constructed the 12" water main along the front of the customer's property.

10. If Tract 7 or Tract 8 is ever sold to anyone other than Wagner or the Johnsons, Wagner will be required to set a new meter and run a new service line from the end of the 6" water main extension on her property to serve Tract 7.

WEST SHELBY WATER DISTRICT

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 01 1996

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

BY: Phyllis Lamm  
DIRECTOR, RATES & RESEARCH DIV.

Marjorie Meuser Wagner  
MARJORIE MEUSER WAGNER

Gwendolyn Wagner Johnson  
GWENDOLYN WAGNER JOHNSON

Robert W. Johnson  
ROBERT W. JOHNSON

Richard A. Craig  
RICHARD A. CRAIG

Linda Craig  
LINDA CRAIG