

TFS 2004-1704

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BRUCE E. SMITH
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December 2, 2004

Mr. Brent Kirtley
Tariff Section
Kentucky Public Service Commission
P.O. Box 615
Frankfort, KY 40602

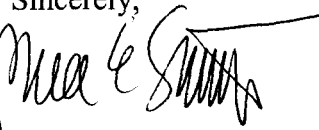
Case 2005-00086

Re: Water User Agreement/Standard Meter Service

Dear Brent:

Enclosed for you records is a revised version of the Jessamine-South Elkhorn Water District's Water User Agreement.

Please advise if you notice any problems.

Sincerely,

Bruce E. Smith

Enclosure

cc: Ms. Diana Clark

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WATER USER AGREEMENT
STANDARD METER SERVICE

THIS AGREEMENT, dated this _____ day of _____, 20____ between

herein called "CUSTOMER", and JESSAMINE-SOUTH ELKHORN WATER DISTRICT, herein called "DISTRICT";

W I T N E S S E T H:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, small garden and other uses, but not including, among other prohibited uses are crop irrigation and pond filling; and

WHEREAS, since the CUSTOMER desires to purchase water services from the DISTRICT, the CUSTOMER hereby enters into this water user's agreement as required by the Rates, Rules and Regulations of the DISTRICT.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set out, and subject to the Rates, Rules and Regulations of the DISTRICT and of the Kentucky Public Service Commission in effect as of the date of this Agreement, it is hereby understood and agreed by the parties hereto as follows:

The DISTRICT shall furnish, subject to the limitations set out in its Rates, Rules and Regulations, as regularly filed with the Kentucky Public Service Commission, now in force or as hereafter amended, water service to the CUSTOMER in connection with the property to be served under this agreement.

The property to be served is a _____
(Farm, Residence, Business, or Rental location of same type etc.)

located at _____
(Address)

The CUSTOMER understands and fully agrees that the meter installed under this Agreement shall service only one (1) source (i.e., residence, commercial building, barn) and separate user agreements and meters shall be required for each additional source located on CUSTOMER's premises.

The CUSTOMER agrees to pay a tap-on fee of \$_____ to the DISTRICT. Upon payment of said fee, DISTRICT agrees to install a standard size (5/8" X 3/4") meter service at or near CUSTOMER's property line, subject to the distance limitations as contained in the DISTRICT's Rates, Rules and Regulations, and to connect CUSTOMER's meter to the DISTRICT's distribution main. When extraordinary geological and/or topographical conditions are encountered during installation and/or main line pressure justifies the installation of a pressure reduction valve, Customer shall pay such charges per the attached Schedule of Additional Charges, as billed.

In the event the CUSTOMER has a meter installed, but does not initiate water service within six(6) months thereafter, then the CUSTOMER agrees to pay at least the minimum billing amount for water usage each month for the next 12 months, or until water service is initiated if started during that 12 month period and continued through it.

The CUSTOMER agrees to grant to the DISTRICT, its successors and assigns, a perpetual access easement in, over, under and upon the subject property owned by the CUSTOMER, with the right to erect, construct, install and lay, and thereafter use, inspect, maintain, replace and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the CUSTOMER for the purposes of ingress to and egress from the said lands.

This Agreement constitutes the entire contract between the parties hereto, superseding and canceling all prior discussions, understandings and contracts, and this Agreement shall not be changed or supplemented unless done in a writing signed by both parties hereto.

This agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

_____ JESSAMINE-SOUTH ELKHORN WATER DISTRICT
CUSTOMER (PRINT NAME) BY: _____
_____ TITLE: _____
CUSTOMER SIGNATURE

BILLING ADDRESS:

_____ ZIP _____
PHONE: () _____

CUSTOMER'S ADDRESS:

_____ ZIP _____
PHONE: () _____

SCHEDULE OF ADDITIONAL CHARGES

1. FOOTAGE OVER 50 FEET (IN DIRT) = \$3.00 PER FOOT
2. SOLID ROCK REMOVAL, IF REQUIRED (THIS INCLUDES RENTAL ON HOE-RAM TO BREAK THE ROCK, RENTAL ON EXTRA BACKHOE THAT IS SET UP TO HANDLE HOE-RAM, HAUL OFF ROCK, HAUL DIRT OR GRAVEL TO REPLACE ROCK THAT WAS REMOVED). THIS CAN ADD FROM APPROXIMATELY \$500.00 TO APPROXIMATELY \$1,000.00, OR MORE, DEPENDING ON THE LENGTH AND DEPTH OF THE ROCK TO BE REMOVED.
3. INSTALLING CASING PIPE UNDER STREET OR IN DITCH IF NECESSARY BECAUSE OF ROCK CONDITIONS = \$1.50 PER FOOT
4. 50 FOOT DIRECTIONAL BORE IN SOLID ROCK UNDER ROAD = \$1,500.00
5. RENTAL ON BACKHOE AND HOE-RAM TO EXCAVATE BORING APPROACH ON BOTH SIDES OF ROAD = \$ 750.00
6. 50 FEET CASING PIPE INSTALLED = \$ 75.00
7. PRESSURE REDUCTION VALVE INSTALLATION = \$ _____