

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
SEP 30 2026
PUBLIC SERVICE
COMMISSION

In the matter of:

Steven Christopher Pardi
COMPLAINANT

VS.

North Shelby Water Company
DEFENDANT

COMPLAINT

The complaint of Steven Christopher Pardi respectfully shows:

(a)

Complainant:
Steven Christopher Pardi
748 Ridgeview Dr., Apt. A
Frankfort, KY 40601
Email: [REDACTED]

(b)

Defendant:
North Shelby Water Company
P.O. Box 97
Bagdad, KY 40003

(c) That:

I am the owner of 3090 Bald Knob Road, a parcel derived from the historic Pardi farm subdivision. My property is accessed and served by:

- A recorded 30-foot ingress/egress easement and proposed road corridor providing legal access from Bald Knob Road; and
- A recorded 1978 North Shelby Water Company ("NSWC") utility easement running within the same corridor, granting NSWC perpetual rights to "erect, construct, install, and lay... a pipeline... over, across, and through the land," together with "the right of ingress and egress."

The easement expressly states it is a "covenant running with the land", binding NSWC and all successor parcels, including mine.

These instruments are contained in the deeds, easements, plats, and chain-of-title documents I have uploaded to the Commission and incorporated by reference.

The corridor containing both easements lies immediately adjacent to the Bald Knob Road right-of-way, and NSWC has historically used this corridor to serve multiple successor parcels originating from the same parent tract.

My deed expressly grants me:

“the right of access and use of 30 feet proposed road... for ingress and egress to said property to Bald Knob and Highway #421.”

This is a property interest under Kentucky law and satisfies the tariff’s requirement that the meter be placed on “real estate owned, rented, or otherwise controlled by the Member.”

NSWC’s Tariff Provision at Issue

NSWC relies on the following tariff language:

“No service will be installed unless there is a main distribution line existing along the road from which service is requested. The Company will install at its expense that portion of the service line extending from the main line to and including the curb box or curb stop on the Member’s property immediately adjacent to the right-of-way of the road along which the main line exists.”

The existing NSWC main is located along Bald Knob Road.
The corridor containing both easements is immediately adjacent to the right-of-way.
My property interest in the corridor is established by recorded deed.

NSWC’s Written Denial (Quoted Verbatim)

NSWC stated:

“The difficulty with that arrangement is that the proposed meter location is not on your property immediately adjacent to the right-of-way of the road along which the existing water main is located.”

NSWC further wrote:

“Your right to use the private access easement for ingress and egress does not make the property underlying that easement your property for purposes of the tariff.”

And:

“Likewise, the existence of a North Shelby utility easement along the Bald Knob Road frontage does not change the ownership of the underlying property or make that location the property of the member requesting service.”

NSWC concluded:

“Installing a meter within the access corridor near Bald Knob Road for the purpose of serving 3090 Bald Knob Road would not be consistent with the quoted tariff provision.”

NSWC then asserted:

“Based upon the information presently available, the only known means of providing service to 3090 Bald Knob Road in a manner consistent with the tariff would be to extend North Shelby’s distribution main to your property.”

And:

“Such an extension would also require appropriate utility easements across the intervening properties.”

Thus, NSWC did not deny service outright, but denied the only feasible, historically utilized, and tariff-consistent method of service — meter placement within the shared corridor — and conditioned service on a burdensome, unnecessary main extension requiring new easements across multiple parcels.

This constitutes a constructive denial of service.

NSWC's Added Requirement Not Found in the Tariff

NSWC's position adds a requirement that:

- I must hold fee-simple ownership of the underlying land at the proposed meter location.

This requirement does not appear anywhere in the tariff.

The tariff requires only that the meter be on the “Member’s property immediately adjacent to the right-of-way.” It does not require:

- fee-simple ownership,
- exclusive ownership,
- ownership of the underlying soil,
- or any limitation on easement-based property rights.

NSWC admits:

“North Shelby does not dispute that an easement is a recognized property interest.”

Yet NSWC simultaneously claims that neither my ingress/egress easement nor NSWC's own utility easement qualify as “member’s property.”

This is inconsistent with Kentucky law and PSC precedent.

Applicable Kentucky Easement Law

Kentucky courts have long held:

- Loid v. Kell, 844 S.W.2d 428 (Ky. 1993): “An easement is an interest in land.”
- Hensley v. Gadd, 560 S.W.2d 516 (Ky. App. 1977): “The owner of an easement has a property right in the land subject to the easement.”
- Parsons v. Messer, 2014 WL 3722089 (Ky. App. 2014): Easements are part of the dominant estate and constitute real property rights.

Under these authorities:

- My recorded ingress/egress easement is a property interest.
- NSWC's recorded utility easement is a property interest.
- The corridor is part of my “property” for tariff purposes.

PSC precedent has repeatedly treated easements as sufficient to satisfy tariff requirements that facilities be located on “member’s property.”

PSC Precedent and Tariff Interpretation

PSC decisions consistently hold:

- Easements benefiting the customer are treated as part of the customer's property.
- Utilities may not add extra-tariff requirements.
- Tariffs must be applied uniformly and non-discriminatorily.
- Historical practice is relevant when interpreting ambiguous tariff language.

NSWC's insistence on fee-simple ownership is an extra-tariff requirement.

Discriminatory Treatment and Historical Installations

NSWC acknowledges:

"Meters serving 3040 Bald Knob Road and 3050 Bald Knob Road were installed within the access corridor... We acknowledge that those installations do not appear to conform to the tariff language quoted above."

These parcels:

- Derive from the same Pardi parent tract.
- Are served by the same corridor and easement system.
- Have meters located within or adjacent to the corridor.

NSWC continues to serve these homes under the same corridor easement, yet refuses to serve my adjacent property under identical circumstances.

This is discriminatory because NSWC is:

- Recognizing the corridor as sufficient for other members.
- Denying its sufficiency only when applied to my parcel.
- Conditioning my service on a costly main extension and new easements not required of similarly situated neighbors.

PSC regulation requires reasonable, non-discriminatory service under KRS 278.030.

3070 Bald Knob Road — NSWC's Duty to Investigate

The residence at 3070 Bald Knob Road is known to be occupied and is located nearest to the corridor meters. NSWC stated to PSC that:

"North Shelby is not presently aware that 3070 Bald Knob Road is served by North Shelby."

If NSWC is correct, then:

- The residents are occupying a home likely without lawful water service.
- NSWC is aware of this fact.
- NSWC has a legal obligation to investigate potential unauthorized water usage or unsafe conditions.

- NSWC has a duty to notify appropriate authorities, including county code enforcement, under Kentucky law and PSC safety regulations.

NSWC cannot selectively ignore potential violations for one parcel while imposing burdens on another. This further demonstrates discriminatory and inconsistent application of its tariff and obligations.

Jeremy's Admissions and Professional Capacity

During my phone conversation with NSWC Assistant Manager Jeremy Carmack, acting in his professional capacity, on 09/10/2026, he:

- Admitted NSWC did not want to "set precedent" by granting me service in the corridor.
- Stated NSWC's management changed in 2011 and current management interprets the tariff differently.
- Confirmed older installations were made under prior management and would not be repeated.

These admissions matter because:

- They show NSWC's denial is driven by internal policy preferences, not tariff language.
- They reveal discriminatory treatment based on management changes.
- They demonstrate NSWC is avoiding service solely to prevent precedent.

NSWC later attempted to characterize this conversation as "informal," but Jeremy was speaking in his official role, addressing a service request, and explaining NSWC's tariff interpretation. Statements made by utility management in the course of business are part of the utility's position.

Refusal to Answer Direct Questions and Attorney's Non-Response

I asked NSWC and its attorney to identify:

- The specific tariff provision prohibiting meter placement in the corridor.
- The legal distinction between my parcel and 3040/3050 Bald Knob Road.
- Any easement deficiency.
- Any engineering or PSC requirement preventing service.

NSWC did not answer any of these questions. Their responses restated the same position without citing:

- additional tariff language,
- PSC orders,
- engineering constraints, or
- legal authority.

This demonstrates NSWC's denial lacks tariff basis.

Constructive Denial and Unnecessary Main Extension

NSWC states:

“North Shelby has not stated that service to 3090 Bald Knob Road is impossible.”

But then asserts:

“The only known means... would be to extend North Shelby’s distribution main... [and] obtain appropriate utility easements across the intervening properties.”

This effectively denies the only practical, historically used, tariff-consistent method of service and conditions service on:

- a costly main extension,
- new easements,
- unnecessary construction,
- despite NSWC already holding a recorded utility easement in the corridor.

This is a constructive denial of service under KRS Chapter 278.

WHEREFORE, Complainant Asks:

1. That the Commission review all deeds, easements, plats, tariff pages, email exchanges, and NSWC’s informal complaint response uploaded in this case.
2. That the Commission find that recorded easements constitute “member’s property” under NSWC’s tariff.
3. That the Commission find that NSWC’s added requirement of fee-simple ownership is not supported by the tariff.
4. That the Commission find that NSWC’s refusal to place a meter in the corridor constitutes discriminatory and inconsistent application of the tariff and a constructive denial of service.
5. That the Commission find that NSWC’s proposed main extension is unnecessary and inconsistent with NSWC’s existing utility easement rights.
6. That the Commission order NSWC to provide water service to 3090 Bald Knob Road by installing a meter within the shared corridor adjacent to Bald Knob Road.
7. That the Commission require NSWC to apply its tariff consistently to all similarly situated parcels derived from the same parent tract.
8. That the Commission require NSWC to investigate and report potential unauthorized water usage or unsafe conditions at 3070 Bald Knob Road, consistent with its obligations under Kentucky law and PSC regulations.

Dated at Frankfort, Kentucky, this 30th day of September, 2026.

Signature:



Steven Christopher Pardi
748 Ridgeview Dr., Apt. A
Frankfort, KY 40601

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

Steven Christopher Pardi, Complainant

v.

North Shelby Water Company, Defendant

INDEX OF EXHIBITS

The following exhibits are submitted and incorporated by reference in support of the Formal Complaint of Steven Christopher Pardi:

Exhibit A

North Shelby Water Company Right-of-Way Easement (1978) Recorded easement granting North Shelby Water Company a perpetual utility easement and right of ingress and egress across the Pardi Farm corridor. Recorded in Deed Book 229, Page 513.

Exhibit B

Pardi Farm Deed Establishing 30-Foot Access Corridor (1970) Deed conveying Tract #1 and granting the right of access and use of the 30-foot proposed road for ingress and egress to Bald Knob Road and Highway 421. Recorded in Deed Book 229, Page 513.

Exhibit C

Pardi Farm Parent Tract Deed (1970) Recorded deed involving the division and conveyance of the original Foster Pardi property from which the successor parcels were derived. Recorded in Deed Book 229, Page 507.

Exhibit D

Deed Conveying 3090 Bald Knob Road to Steven Christopher Pardi (2021) Warranty Deed conveying Tract #2 and granting the right of access and use of the 30-foot proposed road. Recorded in Franklin County Deed Book D606, Pages 148-150.

Exhibit E

September 10, 2026 Correspondence from Steven C. Pardi to Jeremy Carmack Request for clarification regarding water service availability to 3090 Bald Knob Road, including discussion of easements, chain of title, historical service patterns, and tariff interpretation.

Exhibit F

September 14, 2026 Response from Jeremy Carmack, North Shelby Water Company North Shelby Water Company's written denial of the requested meter placement and explanation of its tariff interpretation.

Exhibit G

September 14, 2026 Rebuttal Correspondence from Steven C. Pardi Response challenging North Shelby Water Company's interpretation of its tariff and discussing Kentucky easement law, PSC precedent, and historical service practices.

Exhibit H

September 25, 2026 Correspondence from Nathan T. Riggs, Counsel for North Shelby Water Company Letter stating North Shelby Water Company's position that the requested service arrangement is not permitted under its tariff.

Exhibit I

September 28, 2026 Informal Complaint Submitted to the Kentucky Public Service Commission Initial informal complaint submitted to PSC Consumer Services regarding North Shelby Water Company's refusal to provide service through the existing corridor.

Exhibit J

September 25, 2026 PSC Consumer Services Correspondence Email from PSC Consumer Services providing guidance and acknowledging receipt of the consumer inquiry.

Exhibit K

September 29, 2026 Follow-Up Correspondence from Steven C. Pardi to PSC Consumer Services Request for continued PSC review and advisement regarding escalation to a formal complaint.

Exhibit L

September 29, 2026 Informal Complaint Response from North Shelby Water Company Written response submitted by Jeremy Carmack through PSC Consumer Services maintaining North Shelby Water Company's position regarding tariff interpretation and service availability.

Parcel No. 61
Sheet No. 9
Road 421
Sta. 4+40 to Sta. 8+30

626

NORTH SHELBY WATER COMPANY

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to John Paroli and Nancy Paroli, hereinafter referred to as GRANTOR, by the NORTH SHELBY WATER COMPANY, Bagdad, Kentucky, 40003, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a pipeline with necessary and convenient appurtenances for the transportation of water over, across, and through the land of the GRANTOR situate in Shelby/Franklin County, State of Kentucky, which land was conveyed to the GRANTOR by deed dated July 29, 1970, of record in the office of the Shelby/Franklin County Court Clerk in Deed Book 229, at Page 513, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement.

The easement shall be 10 feet in width, the center line of which is described as follows:

Beginning at a point in GRANTOR'S south property line and being approximately 35 feet east of the centerline of US 421; thence in a northerly direction approximately 350 feet to a point in GRANTOR'S north property line approximately 35 feet east from centerline of road.

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns. The GRANTOR reserves the full right to use and enjoy the property except as will interfere with the stated purpose of this easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 7 day of November, 1978.

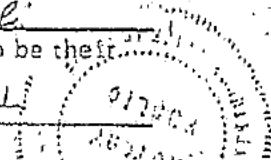
John Paroli
Nancy Paroli

STATE OF KENTUCKY
COUNTY OF Franklin

I, Costil Bryan, a Notary Public in and for the County and State aforesaid, do hereby certify that on the 7 day of November, 1978, personally appeared before me John Paroli and Nancy Paroli, the GRANTOR in the foregoing grant, and acknowledged the signing thereof to be their voluntary act for the uses and purposes set forth.

My commission will expire September 8-1982

5 3 0



DEED

THIS DEED made and entered into the 29th day of July, 1970 by and between ELIZABETH JOHNSON, a widow, Party of the First Part and JOHN PARDI and DOROTHY PARDI, his wife, Parties of the Second Part all Parties of Franklin County Kentucky.

WITNESSETH: That for and in consideration of the sum of \$1.00 cash in hand paid and the further consideration of the agreement between the heirs of Mary Pardi, deceased, the receipt of all of which is hereby acknowledged, First Party has this day bargained and sold and do by these presents hereby bargain, sell, alien, and convey to the Second Parties jointly for and during their natural lives with the remainder in fee simple to the survivor of them his or her heirs and assigns forever the following described tract of land lying and being in Franklin County, Kentucky as follows, to wit:

Being Tract #1 as shown on map of plat of survey of Pardi farm in Franklin County Kentucky, Bald Knob area. Said plat being of record in Deed Book 227 page 510 in the Franklin County Court Clerk's Office and being the part of the same property conveyed to the First Party by John Pardi, et al., by deed dated the 29 day of July, 1970 and of record in Deed Book 227, page 507 in the aforesaid Clerk's office.

The Party of the First Part also conveys to the Parties of the Second Part right of access and use of 30 feet proposed road as shown on said plat for purpose of ingress and egress to said property to the Bald Knob Turnpike and Highway #421.

TO HAVE AND TO HOLD the above described property together with all and singular appurtenances thereunto belonging unto the Parties of the Second Part jointly for and during their natural lives with remainder in fee simple to the survivor of them his or her heirs and assigns forever with Covenant of General Warranty of Title.

WITNESS the hand of First Party this day and date first

FILE
JUL 30 4 30 PM '70
DAVID L. C. H. S. WETC
BY

Elizabeth Johnson
ELIZABETH JOHNSON

514 STATE OF KENTUCKY

COUNTY OF FRANKLIN

I, Louis M. Simmons, a Notary Public in and for the State and County aforesaid do hereby certify that the foregoing deed from ELIZABETH JOHNSON, a widow, to JOHN PARDI and DOROTHY PARDI, his wife was this day produced to me in my office and was signed and acknowledged by ELIZABETH JOHNSON, a widow, to be her own act and deed all of which has been certified to the proper office for record.

WITNESS my hand and notarial seal this 29th day of July, 1970.



Louis M. Simmons
Notary Public
Kentucky State at Large

My commission expires: April 17, 1972

I hereby certify that the foregoing instrument was prepared by:

James P. Hanrehan
403 McClure Building
Frankfort, Kentucky

James P. Hanrehan

STATE OF KENTUCKY }
COUNTY OF FRANKLIN } SCT.
I, DAVID C. COLLINS, CLERK OF SAID
COUNTY COURT, HEREBY CERTIFY
THAT THE FOREGOING INSTRUMENT
HAS BEEN DULY RECORDED Filed
BOOK 229 PAGE 513 IN MY
SAID OFFICE. July 30, 1970
DAVID C. COLLINS, CLERK
BY James P. Hanrehan D. C.

NO TAX - Little extra

507.

100-443887-100

Beginning at a stake in the edge of a proposed road to be built in the hereinafter described property and later described, thence N 47 deg. 27' 29" W 707.323' to a stake, thence N 52 deg. 15' 45" E 174.614' to a stake, thence N 37 deg. 46' 20" E 183.617', thence S 52 deg. 05' 50" E 75' to a stake, thence N 32 deg. 30' 55" E 186.670', thence N 62 deg. 35' 33" E 602.733' to a black oak, thence continue the same degree 744.422' to a stake and rock wall, thence S 03 deg. 42' 57" E 896.477' to a stone wall to a tree, thence S 00 deg. 57' 30" W 489.003' to a tree, thence N 72 deg. 26' 12" W 54.156' to a tree, thence S 89 deg. 59' 05" W 314.812' to a tree, thence the same course and degree 193' to a stake, thence N 86 deg. 47' 38" W 484.612' to a stake, thence N 88 deg. 02' 01" W 334.859' to a stake, thence N 60 deg. 29' 34" W 18.95' to a stake in the edge of proposed road.

But, there is excluded from the above described tract of land the tract conveyed to John Pardi by the First Parties herein by deed dated September 1947 and of Record in Deed Book 110, page 528 in the Franklin County Court Clerk's Office and being a part of the property devised to First Parties by the Last Will and

20
Dose 100 mg
100 mg

Dec 8 9-20 by
 [Signature]

508
Testament of Mary Pardi of record in Will Book 7, page 309 in the Franklin County Court Clerk's Office. Said tract containing approximately 6 acres and being a part of the same property conveyed to Mary Pardi by Annie Stivers by deed dated January 21, 1907 of record in Deed Book 50, page 350 in the Franklin County Court Clerk's Office and being a part of the property conveyed to Mary Pardi by John D. O'Connor executor of record in Deed Book 49, page 518 in the Franklin County Court Clerk's Office.

TO HAVE AND TO HOLD the above described property to the
Second Party her heirs and assigns forever with Covenant of
General Warranty of Title.

WITNESS THE HANDS OF FIRST PARTIES this day and date first
above written.

Joseph B. Pardi
Joseph Pardi

Leona Pardi
Leona Pardi

Louise Wiley
Louise Wiley

Glover Wiley
Glover Wiley

Albert Pardi
Albert Pardi

Helen Pardi
Helen Pardi

John Pardi
John Pardi

Dorothy Pardi
Dorothy Pardi

STATE OF KENTUCKY
COUNTY OF FRANKLIN

509

I, Lewis M. Simmons, a Notary Public in and for the State and County aforesaid do hereby certify that the foregoing deed from Joseph Pardi and Lena Pardi, his wife, Louise Wiley and Glover Wiley, her husband, John Pardi and Dorothy Pardi, his wife, and Albert Pardi and Helen Pardi, his wife, to Elizabeth Johnson, a widow, was this day produced to me in my office and was signed and acknowledged by Joseph Pardi, et al, to be their act and deed all of which is hereby certified to the proper office for record.

Witness my hand and notarial seal this 29th day of July,

Lewis M. Simmons
Notary Public
Kentucky State at Large

My commission expires: April 6, 1972

I hereby certify that this instrument has been drafted by
James P. Hanrahan
Attorney at Law

James P. Hanrahan

STATE OF KENTUCKY } SCT.
COUNTY OF FRANKLIN }
I, DAVID C. COLLINS, CLERK OF SAID
COUNTY COURT, HEREBY CERTIFY
THAT THE FOREGOING INSTRUMENT
HAS BEEN DULY RECORDED
BOOK 229 PAGE 507 IN MY
SAID OFFICE. July 30, 1970
DAVID C. COLLINS, CLERK
BY James Smith D. C.

DEED³:

DEED

THIS DEED OF CONVEYANCE is made and entered into on this September 1, 2021, by and between Albert J. Pardi Irrevocable Trust, of 45520 Moonlight Drive, Plymouth, MI 48170, hereinafter known and referred to as GRANTOR, and Steven Christopher Pardi (aka Steven Pardi), of 748 Ridgeview Dr., Apt. A, Frankfort, KY 40601, *In care of whom the tax bill is to be mailed*, hereinafter known and referred to as GRANTEE;

WITNESSETH:

For and in consideration of the sum of \$30,000.00, cash in hand paid by Grantee to Grantors, the receipt of all of which is hereby acknowledged, the Grantor has bargained, sold, aliened, and conveyed, and does by these presents bargain, sell, alien, and convey, unto the Grantee, and unto Grantee's heirs and assigns forever, a certain tract of real estate more fully described as follows:

Being Tract #2 as shown on map of plat of survey of Pardi Farm in Franklin County, Kentucky, Bald Knob area. Said plat being of record in Deed Book 229, page 510 in the Franklin County Clerk's Office.

Also conveyed is the right of access and use of 30 feet proposed road as shown on said plat for purpose of ingress and egress to said property to the Bald Knob and Highway #421.

Being the same property conveyed by Albert J. Pardi, an unmarried widower, to Vincent P. Pardi, Trustee of the Albert J. Pardi Irrevocable Trust, by Quit Claim Deed dated December 3, 1992, and recorded in Deed Book 386, Page 101 in the Franklin County Clerk's Office.

It is agreed and understood by and between the parties hereto that all ad valorem taxes due and payable upon the above described real estate for and during the current calendar year shall be prorated between the Grantor and Grantee as of the date of this Deed of Conveyance, and that all such taxes due and payable for and during all succeeding calendar years shall be paid by Grantee, and that possession of the subject real estate shall accompany delivery of this Deed of Conveyance.

TO HAVE AND TO HOLD, the above described tract of real estate, together with the improvements thereon and the appurtenances thereunto appertaining, aforementioned, unto the Grantee, and unto Grantee's heirs and assigns forever, with Covenant of General Warranty of Title; SUBJECT, HOWEVER, to all easements, covenants and restrictions of record, or apparent from visual inspection.

IN THIS CONSIDERATION CERTIFICATE, the parties hereto do hereby certify, pursuant to KRS Section 382.135, that the above stated consideration is the true, correct, and full consideration paid for the property herein conveyed. We further certify our understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

DAVID P. NUTGRASS, ATTORNEY AT LAW, 123 S. MAIN STREET, LAWRENCEBURG, KY 40342; (502) 639-9856

price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

IN TESTIMONY WHEREOF, witness the hand of the Grantor herein, on this the date first
above written.

Albert J. Pardi Irrevocable Trust

Vincent P. Pardi
Vincent P. Pardi, Trustee

Grantor

STATE OF MICHIGAN)

COUNTY OF Wayne)

8/31/2021 The undersigned, a Notary Public within and for the jurisdiction aforesaid, does certify that on this
2021, the foregoing Deed of Conveyance and Consideration Certificate was produced to me and
was sworn to, acknowledged and delivered by Vincent P. Pardi, Trustee of the Albert J. Pardi Irrevocable Trust.

Jill M. Kwiechen
Notary Public

My Commission Expires:

JILL M. KWIECHEN
Notary Public - Michigan
Wayne County
My Commission Expires Jan 6, 2022
Acting in the County of Wayne

IN TESTIMONY WHEREOF, witness the hand of the Grantee herein, on this the date first
above written.

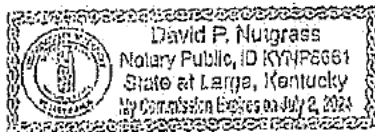
Steven Christopher Pardi
Steven Christopher Pardi (a/k/a Steven Pardi)

Grantee

COMMONWEALTH OF KENTUCKY)

COUNTY OF ANDERSON)

The undersigned, a Notary Public within and for the Commonwealth of Kentucky, county aforesaid,
does certify that on this September 1, 2021, the foregoing Consideration Certificate was produced to me and was
sworn to, acknowledged and delivered by Steven Christopher Pardi (a/k/a Steven Pardi).



[Signature]
Notary Public

My Commission Expires:

This instrument prepared by:

[Signature]

DAVID P. NUTGRASS
Attorney at Law
123 South Main Street
Lawrenceburg, KY 40342
(502) 839-9886

C:\Users\HJP\OneDrive\Client\Central KY Ag Credit\PardiSteve\US42\N\Deed.wpd

DAVID P. NUTGRASS, ATTORNEY AT LAW, 123 S. MAIN STREET, LAWRENCEBURG, KY 40342; (502) 839-9886

- 3 -

DOCUMENT NO: 533545
RECORDED: September 07, 2021 08:46:00 AM
TOTAL FEES: \$50.00 TRANSFER TAX: \$30.00
COUNTY CLERK: JEFF HANCOCK
DEPUTY CLERK: NATALIE HACKETT
COUNTY: FRANKLIN COUNTY
BOOK: D606 PAGES: 148 - 153

From: Steven Pardi [REDACTED]
Sent: Thursday, 10 September 2026 15:22:43
To: Jeremy Carmack <jeremy@northshelbywater.com>
Subject: Request for Clarification Regarding Service Availability to 3090 Bald Knob Road

Dear Jeremy Carmack,

Thank you for taking the time to discuss the possibility of water service to my property located at 3090 Bald Knob Road.

Following our conversation, I undertook a detailed review of the property's chain of title, subdivision history, recorded plats, ingress-egress easements, the recorded 1978 North Shelby Water easement, and the current North Shelby Water Company tariff. I have attached these records for your review. The purpose of providing this information is to ensure the property's historical development, access rights, and existing utility framework are fully considered.

Based upon the attached records, the following facts appear to be established:

- 3090 Bald Knob Road originates from the same Pardi parent tract as the surrounding parcels.
- A recorded 30-foot proposed road and ingress-egress corridor was established to serve the resulting parcels.
- The recorded North Shelby Water easement exists within that same corridor.
- North Shelby currently utilizes that corridor and easement system to provide water service to successor parcels derived from the original parent tract.
- Existing North Shelby service has been established to 3036 Bald Knob Road, 3040 Bald Knob Road, 3050 Bald Knob Road, and 3070 Bald Knob Road.
- Service has continued to be extended through this corridor over time, including service established as recently as 2024.
- The existing North Shelby water meters serving these parcels are physically located within or immediately adjacent to the same 30-foot corridor, demonstrating North Shelby's ongoing use of that corridor for utility infrastructure, access, maintenance, and service delivery.
- My property, 3090 Bald Knob Road, derives from the same parent tract, is accessed by the same corridor, and remains part of the same chain of title and development pattern.

During our discussion, it was my understanding that additional easements from neighboring property owners may be required because 3090 Bald Knob Road was viewed as a landlocked parcel.

Respectfully, the attached documents appear to indicate otherwise.

While I do not claim exclusive ownership of the entire 30-foot corridor, I do possess legal ingress and egress rights through that corridor and maintain an ownership interest alongside the other benefiting property owners. More importantly, the issue does not appear to be one of exclusive ownership. The relevant question appears to be whether legal access and utility rights already exist sufficient to allow service.

The attached records appear to demonstrate that:

- Legal access exists from Bald Knob Road through the recorded corridor.
- The North Shelby Water easement exists within that corridor.
- North Shelby currently occupies and utilizes that corridor for water service infrastructure.
- North Shelby has historically relied upon that corridor and easement system to serve multiple successor parcels originating from the same parent tract.
- The corridor already contains North Shelby facilities that continue to be used and maintained today.

For these reasons, I am struggling to understand why new easements from neighboring property owners would be necessary if North Shelby already possesses and actively exercises easement rights within the same corridor for the benefit of adjacent successor parcels.

After reviewing both the recorded documents and North Shelby's tariff provisions relating to easements, service availability, and distribution extensions, I have been unable to identify any provision stating that service is unavailable solely because a parcel lacks independent public-road frontage when legal access and utility easement rights already exist. The tariff expressly contemplates easements and establishes procedures for extensions when necessary.

Accordingly, I respectfully request clarification regarding the specific basis for the conclusion that additional easements may be required.

More specifically, if the existing North Shelby Water easement and the 30-foot proposed road corridor are sufficient to provide service to 3036, 3040, 3050, and 3070 Bald Knob Road, please identify the specific factor that distinguishes 3090 Bald Knob Road from those parcels.

If North Shelby believes additional rights are still required, I respectfully request identification of the exact:

- Property right deficiency;
- Easement limitation;
- Title issue;
- Engineering constraint;
- Tariff provision;
- Public Service Commission requirement; or
- Other legal restriction

that necessitates obtaining additional easements before service can be considered for 3090 Bald Knob Road.

Ultimately, the question I am seeking to understand is straightforward:

If North Shelby's existing easement rights are sufficient to place, maintain, and service water infrastructure within the 30-foot corridor serving 3036, 3040, 3050, and 3070 Bald Knob Road, what specific legal, engineering, property, or regulatory distinction prevents those same rights and infrastructure from being utilized to provide service to 3090 Bald Knob Road, which derives from the same parent tract and is accessed by the same corridor?

I respectfully request that the attached chain of title documents, plats, easements, and related records be reviewed collectively, as they appear to illustrate a continuous and consistent pattern of access, utility use, and service to successor parcels originating from the former Pardi property.

Thank you for your time, consideration, and willingness to review the attached materials. I look forward to your response and to working cooperatively toward a resolution.

Respectfully,
Steven C. Pardi
3090 Bald Knob Road
Frankfort, Kentucky

On Sep 14, 2026, at 2:37 PM, Jeremy Carmack <jeremy@northshelbywater.com> wrote:

Mr. Pardi,

Thank you for your email and for providing the additional documents regarding your property at 3090 Bald Knob Road. North Shelby Water Company has reviewed the information you provided, and we believe some clarification is necessary regarding the basis for the Company's position.

The primary issue is not whether you possess legal ingress and egress to 3090 Bald Knob Road or whether North Shelby has certain existing easement rights within the general area. Rather, the issue is the location at which a water service and meter may be established under North Shelby's tariff.

The tariff states:

"No service will be installed unless there is a main distribution line existing along the road from which service is requested. The Company will install at its expense that portion of the service line extending from the main line to and including the curb box or curb stop on the Member's property immediately adjacent to the right-of-way of the road along which the main line exists."

As we understand your request, you are proposing that North Shelby install a meter near Bald Knob Road, either within North Shelby's existing utility easement or within the private access easement leading to your property, with a private service line then extending from that meter to parcel with an address of 3090 Bald Knob Road.

The difficulty with that arrangement is that the proposed meter location is not on your property immediately adjacent to the right-of-way of the road along which the existing water main is located. Your right to use the private access easement for ingress and egress does not make the property underlying that easement your property for purposes of the tariff. Likewise, the existence of a North Shelby utility easement along the Bald Knob Road frontage does not change the ownership of the underlying property or make that location the property of the member requesting service.

For that reason, installing a meter within the access corridor near Bald Knob Road for the purpose of serving 3090 Bald Knob Road would not be consistent with the quoted tariff provision.

We also want to clarify several of the statements in your email concerning existing service in this area.

3036 Bald Knob Road is believed to have frontage on Bald Knob Road and is therefore materially different from 3090 Bald Knob Road for purposes of the tariff provision discussed above.

North Shelby understands that meters serving 3040 Bald Knob Road and 3050 Bald Knob Road were installed within the access corridor many years ago, with the 3040 service predating approximately 2004 and the 3050 service predating approximately 2000. We acknowledge that those installations do not appear to conform to the tariff language quoted above. However, those services were established well before the current management of North Shelby, which has been in place since approximately 2011 and has consistently applied the tariff requirement to new service requests. The fact that the tariff may not have been properly applied to certain installations many years ago does not require North Shelby to continue that practice for future services.

North Shelby is also not presently aware that 3070 Bald Knob Road is served by North Shelby. Accordingly, we cannot confirm that property as an example of service being provided through the corridor.

Similarly, your statement that service has continued to be extended through the corridor over time, including service established as recently as 2024, is not consistent with the information presently available to North Shelby. The Company is not aware of a new service installed in 2024 under circumstances comparable to your request. If you have specific information identifying that service, North Shelby can review it.

Accordingly, the distinction between 3090 Bald Knob Road and the examples cited in your email is not based upon whether your parcel has lawful ingress and egress. The issue is that the existing distribution main is located along Bald Knob Road, while your property does not extend to the roadway at the proposed meter location. Installing a meter on property owned by another

party, even if that property is subject to an access or utility easement, would not satisfy the tariff requirement that the meter be located on the member's property immediately adjacent to the road right-of-way.

North Shelby must administer its tariff consistently for current and future customers. Historical installations that may have been made contrary to the tariff do not provide a basis for knowingly making another installation that conflicts with the tariff today.

Based upon the information presently available, the only known means of providing service to 3090 Bald Knob Road in a manner consistent with the tariff would be to extend North Shelby's distribution main to your property. Such an extension would be undertaken in accordance with the "Distribution Extensions" policy contained in North Shelby's tariff.

Because the proposed main extension would necessarily pass through property located between the existing distribution main and 3090 Bald Knob Road, North Shelby would also be required to obtain adequate utility easements across each parcel through which the new main would be constructed. Those easements would need to provide North Shelby with the rights necessary to construct, operate, maintain, repair, replace, and access the distribution facilities in the future. Existing ingress and egress rights associated with the private access corridor would not, by themselves, provide North Shelby with those utility rights.

Accordingly, this does not mean that water service to 3090 Bald Knob Road is impossible. Rather, service would require a distribution main extension to the property, in compliance with the applicable Distribution Extensions provisions of the tariff, and acquisition of the necessary utility easements along the extension route.

North Shelby remains willing to work with you to evaluate such an extension and the requirements that would apply.

We appreciate the time you have taken to provide the historical documents and hope this explanation clarifies the basis for North Shelby's position.

Sincerely,

*Jeremy Carmack
North Shelby Water Company*

From: Steven Pardi [REDACTED] >
Date: September 14, 2026 at 6:35:14 PM EDT
To: Jeremy Carmack <jeremy@northshelbywater.com>
Subject: Re: Request for Clarification Regarding Service Availability to 3090 Bald Knob Road

Dear Mr. Carmack,

Thank you for your response and for reviewing the historical documents relating to 3090 Bald Knob Road. I appreciate the time you have taken to outline North Shelby Water Company's position. After reviewing your email, the applicable Kentucky property law, PSC precedent, and the recorded instruments governing the Bald Knob Road shared corridor, several points require clarification to ensure that the tariff is being interpreted consistently with binding legal authority and North Shelby's own recorded easement rights.

1. "Member's Property" Under Kentucky Law

Your response indicates that a meter cannot be placed within the shared access corridor because the underlying fee-simple title is held by another party. Respectfully, this interpretation appears inconsistent with controlling Kentucky law.

Kentucky courts have repeatedly held that easements are property interests:

- *Loid v. Kell*, 844 S.W.2d 428 (Ky. 1993): "An easement is an interest in land."
- *Hensley v. Gadd*, 560 S.W.2d 516 (Ky. App. 1977): "The owner of an easement has a property right in the land subject to the easement."
- *Parsons v. Messer*, 2014 WL 3722089 (Ky. App. 2014): Easements are part of the dominant estate and constitute real property rights.

Under these cases, a member's "property" includes all property interests held by the member, including ingress/egress easements and utility easements.

Therefore, a meter placed within a recorded easement benefiting 3090 Bald Knob Road is located on the member's property for tariff purposes, even if the underlying fee-simple title is held by another party.

2. North Shelby Holds a Recorded Utility Easement Across the Shared Corridor

The recorded North Shelby Water Company Right-of-Way Easement (Deed Book 229, Page 513) grants North Shelby a perpetual 10-foot utility easement across the shared corridor for the transportation of water. The easement states:

"the GRANTOR does hereby grant... unto the GRANTEE... a perpetual easement... to erect, construct, install, and lay... a pipeline... over, across, and through the land... together with the right of ingress and egress over the adjacent lands... for the purpose of this easement."

It further states:

“The grant... shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.”

This means North Shelby already possesses a perpetual, recorded property right to install, maintain, operate, and access water infrastructure within the shared corridor. The corridor is already a legally recognized utility service zone, and North Shelby’s easement rights cannot be reinterpreted away, ignored, or diminished.

This easement alone satisfies the tariff’s requirement that the meter be placed “on the member’s property,” because the shared corridor is subject to North Shelby’s own recorded property interest.

3. The Parcel Holds a Recorded 30-Foot Ingress/Egress Easement Across the Same Shared Corridor

My deed (Franklin County Book D606, Pages 148–150) conveys:

“the right of access and use of 30 feet proposed road... for ingress and egress to said property to Bald Knob and Highway #421.”

This is a recorded property interest. Under Kentucky law, easements are property. Therefore, the shared corridor is part of my “property” for tariff purposes.

Combined with North Shelby’s own utility easement, the corridor is a shared property interest zone between the member and the utility — exactly the type of property interest PSC has repeatedly recognized as satisfying tariff requirements.

4. PSC Precedent Interpreting Tariff Language Identical to North Shelby’s

PSC has consistently interpreted tariff provisions requiring meter placement “on the customer’s property” to include property interests such as easements.

Relevant PSC orders include:

- Case No. 2002-00312 (Kentucky-American Water Co.)
- Case No. 2010-00036 (East Clark County Water District)
- Case No. 2014-00028 (Southern Water & Sewer District)
- Case No. 2018-00068 (Grayson County Water District)

In each case, PSC held that:

Easements benefiting the customer constitute sufficient property interest for meter placement under tariff language identical or materially similar to North Shelby’s.

Thus, interpreting “member’s property” to exclude easements would be inconsistent with PSC’s statewide interpretation of this tariff language.

5. Historical Installations and Tariff Application

Your letter states that the installations at 3040 and 3050 Bald Knob Road “do not appear to conform to the tariff language quoted above,” and that current management has applied the tariff consistently only since approximately 2011.

I understand that North Shelby’s Rules & Regulations have been revised over time, including the version signed effective December 20, 2023. I am not questioning whether revisions occurred. My request is simply clarification of how the tariff language — whether in its current form or prior versions — has historically been interpreted within this specific corridor.

Because:

- North Shelby holds a recorded utility easement across the corridor,
- The parcel holds a recorded ingress/egress easement across the corridor,
- The corridor has historically served multiple parcels, and
- The corridor contains existing North Shelby infrastructure,

understanding how North Shelby historically applied the tariff in this corridor will help clarify how the current tariff language should be applied today.

6. Clarification Regarding 3070 Bald Knob Road

Your letter states that North Shelby is “not presently aware that 3070 Bald Knob Road is served by North Shelby.”

3070 Bald Knob Road is an occupied residence. Under Franklin County’s minimum habitability standards, every occupied dwelling must be supplied with potable running water through an approved connection to a public or private water system.

If 3070 Bald Knob Road is indeed occupied and North Shelby has no record of a meter or service connection, this would appear to indicate either:

- an unrecorded or undocumented service connection within the corridor, or
- a potential inconsistency between North Shelby’s records and county habitability requirements.

I am not asserting any violation; I am simply requesting clarification. If 3070 Bald Knob Road is occupied, and if North Shelby does not have a record of service, this would further support the conclusion that the corridor has historically functioned as a utility service area for successor parcels originating from the Pardi tract. (This may simply be a matter for local code enforcement)

7. Request for Escalation to Legal Counsel or Supervisory Review

I understand that you are not serving in a legal capacity for North Shelby Water Company. Because the issues raised involve interpretation of Kentucky property law, PSC precedent, and tariff application, I respectfully request that this matter be reviewed by North Shelby’s legal counsel or appropriate supervisory authority to ensure that the tariff is being interpreted in a manner consistent with Kentucky law and PSC guidance.

8. Specific Clarifications Requested

To ensure full understanding, I respectfully request clarification of the following:

1. Does North Shelby interpret “member’s property” to exclude property interests such as easements, despite Kentucky Supreme Court precedent holding that easements are property interests?
2. Does North Shelby interpret its tariff differently from PSC’s statewide interpretation of identical tariff language in Case Nos. 2002-00312, 2010-00036, 2014-00028, and 2018-00068?
3. How has North Shelby historically interpreted and applied the meter-placement requirement within the Bald Knob Road corridor, particularly with respect to 3040 and 3050 Bald Knob Road?
4. Given North Shelby’s recorded utility easement across the corridor, how does the district reconcile that easement with the position stated in your letter?
5. What is the status of water service to 3070 Bald Knob Road, given Franklin County’s habitability requirements and North Shelby’s statement that it is not aware of a service connection? - Again, this may simply be a matter for local Code Enforcement.

I appreciate your continued engagement and look forward to resolving this matter cooperatively and in accordance with Kentucky law and PSC guidance.

Respectfully,
Steven C. Pardi
3090 Bald Knob Road
Frankfort, Kentucky

RIGGS & PIPPIN, PSC
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500 MAIN STREET, SUITE 5
SHELBYVILLE, KENTUCKY 40065

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DONALD T. PRATHER (1956 - 2017)

TELEPHONE: (502) 633-5220
FAX: (502) 633-0667

E-MAIL: pncclairrphatty@gmail.com

September 25, 2026

Steven C. Pardi

Via Email: [REDACTED]

Re: Bald Knob Road

Dear Mr. Pardi:

I am the legal counsel for North Shelby Water. I have had a chance to review your email correspondence with Mr. Carmack. Unfortunately, North Shelby is unable to assist you with your request. As has been explained by Mr. Carmack, what you request is not allowed by our Tariff with the Public Service Commission.

Thank you for your attention to this matter.

Sincerely

RIGGS & PIPPIN, PSC

By: 

Nathan T. Riggs

From: Steven Pardi [REDACTED] >
Date: September 28, 2026 at 9:41:45 AM EDT
To: Consumer Inquiry PSC <PSC.Consumer.Inquiry@ky.gov>
Cc: Consumer Inquiry PSC <PSC.Consumer.Inquiry@ky.gov>
Subject: Pardi Informal Complaint Submission RE: Becky KY PSC

INFORMAL COMPLAINT — STEVEN C. PARDI v. NORTH SHELBY WATER COMPANY

1. Complainant Information

Steven C. Pardi
3090 Bald Knob Road
Frankfort, KY 40601

2. Utility

North Shelby Water Company (NSWC)

3. Nature of Complaint

North Shelby Water Company states that it cannot serve my property at 3090 Bald Knob Road from the historical meter location used for other parcels in the same corridor because:

“the proposed meter location is not on your property immediately adjacent to the right-of-way of the road along which the existing water main is located.”

NSWC further states:

“Your right to use the private access easement... does not make the property underlying that easement your property for purposes of the tariff.”

This interpretation requires “property” to mean fee-simple ownership only, and excludes recorded easements from the definition of “member’s property.”

During a telephone conversation on September 10, 2026, Assistant Manager Jeremy Carmack additionally stated:

- he was concerned the matter could escalate into a legal issue,
- if NSWC accommodated my request, it would “set a precedent” requiring NSWC to serve other properties in the same manner,
- and “whereas this could have been accommodated then but not now” because management changed in 2011,
- and “the tariff changed”, which he cited as the reason NSWC can no longer accommodate the same service arrangement used historically.

These statements raise significant PSC concerns regarding:

- selective tariff interpretation,
- avoidance of precedent,
- non-uniform application of service rules,

- discriminatory treatment of similarly-situated parcels,
- retroactive reinterpretation of tariff language,
- and refusal to apply Kentucky property-interest law to tariff language.

4. Recorded Property Interests Adjacent to Bald Knob Road

A. My Recorded Ingress/Egress Easement (30-Foot Corridor)

Deed Book 229, Page 507 states:

“right of access and use of 30 feet proposed road... for ingress and egress to said property to the Bald Knob Turnpike and Highway #421.”

This is a recorded easement benefiting my parcel.

Under Kentucky law, this easement is a real property interest, and therefore my property for tariff purposes.

B. NSWC’s Recorded 1978 Perpetual Utility Easement

Deed Book 229, Page 513 states:

“a perpetual easement... together with the right of ingress and egress over the adjacent lands... The grant... shall constitute a covenant running with the land.”

This is NSWC’s real property interest adjacent to Bald Knob Road.

Thus, both the member and the utility hold property interests in the same corridor.

5. Kentucky Law: Easements ARE Property Interests

Kentucky appellate courts have repeatedly held:

- Loid v. Kell, 844 S.W.2d 428 (Ky. 1993)
“An easement is an interest in land.”
- Hensley v. Gadd, 560 S.W.2d 516 (Ky. App. 1977)
“The owner of an easement has a property right in the land subject to the easement.”
- Parsons v. Messer (Ky. App. 2014)
Easements are part of the dominant estate.

Under these cases:

A recorded easement = a real property interest.

A real property interest = “property” under Kentucky law.

Therefore, the corridor is my property, and NSWC’s easement is their property, for tariff purposes.

6. PSC Precedent: Easements Count as “Property”

PSC has historically interpreted “property” in water-utility tariffs to include:

- ingress/egress easements,
- utility easements,
- shared access corridors,
- dominant-estate rights.

PSC has also held that:

- frontage is not required when legal access exists,
- easements are sufficient property for meter placement,
- utilities must apply tariffs consistently,
- successor parcels must be treated equally,
- historical service patterns are highly relevant,
- and utilities may not reinterpret tariffs retroactively to deny service.

This directly contradicts NSWV’s fee-simple-only interpretation.

7. Historical NSWV Service in the Same Corridor (Including 3070)

In my email to NSWV dated September 10, 2026, I stated:

“North Shelby currently occupies and utilizes that corridor and easement system to provide water service to successor parcels derived from the original parent tract... including 3036, 3040, 3050, and 3070 Bald Knob Road.”

I further stated:

“The existing North Shelby water meters serving these parcels are physically located within or immediately adjacent to the same 30-foot corridor, demonstrating North Shelby’s ongoing use of that corridor for utility infrastructure, access, maintenance, and service delivery.”

NSWV responded:

“North Shelby is also not presently aware that 3070 Bald Knob Road is served by North Shelby.”

This contradicts the historical pattern shown in the chain-of-title documents and the physical infrastructure present in the corridor.

Even if NSWV disputes 3070’s service status, the historical service pattern remains:

- NSWV has placed meters in the corridor,
- NSWV has served multiple parcels through the corridor,
- NSWV acknowledges these placements “do not appear to conform to the tariff,”

- NSWC now refuses to consider the same arrangement for 3090 Bald Knob Road.

This raises a consistency and non-discrimination concern.

8. NSWC's "Precedent," "Legal Escalation," and "Management Change" Admissions

During our September 10, 2026 call, Assistant Manager Jeremy Carmack stated:

- NSWC is concerned the matter could escalate into a legal issue,
- NSWC is not willing to accommodate my request because it would "set a precedent",
- "this could have been accommodated then but not now",
- and the reason is "management changed in 2011",
- and "the tariff changed."

These statements indicate:

- A. NSWC is aware its interpretation conflicts with Kentucky law and PSC precedent.
- B. NSWC is intentionally avoiding uniform tariff application.
- C. NSWC is selectively denying service to avoid setting a precedent.
- D. NSWC is making tariff decisions based on internal policy changes, not tariff language.
- E. NSWC is retroactively reinterpreting tariff language to deny service.
- F. NSWC is asserting a tariff change that does not appear in the record.

PSC has consistently held that:

- utilities may not avoid service to prevent precedent,
- utilities may not selectively apply tariff provisions,
- utilities may not deny service based on internal policy concerns,
- utilities must apply tariffs uniformly to all similarly-situated customers,
- and utilities may not reinterpret tariffs retroactively.

This is a core PSC jurisdictional issue.

9. Unanswered Questions from My Email to NSWC

In my September 10, 2026 email, I asked NSWC to identify:

"the exact property right deficiency;
the easement limitation;
the title issue;

the engineering constraint;
the tariff provision;
the Public Service Commission requirement;
or any other legal restriction
that necessitates obtaining additional easements before service can be considered for 3090 Bald Knob Road.”

NSWC did not answer any of these questions.

Instead, NSWC’s attorney responded only:

“What you request is not allowed by our Tariff with the Public Service Commission.”

No explanation was provided.

No tariff citation was provided.

No legal basis was provided.

No PSC precedent was provided.

No engineering basis was provided.

No property-rights basis was provided.

This non-response leaves the core regulatory question unresolved.

10. Central Issue for PSC Review

The core regulatory question is:

May NSWC interpret “member’s property” to exclude recorded easements, despite Kentucky law and PSC precedent recognizing easements as real property interests?

If easements are property (as Kentucky courts say), then:

- I do have property adjacent to the road,
- NSWC does have property adjacent to the road,
- meter placement in the corridor is tariff-compliant,
- and NSWC’s demand for new easements and a main extension is not supported by the tariff.

11. Requested PSC Action

I respectfully request that the PSC:

1. Determine whether NSWC may interpret “member’s property” to exclude recorded easements.
2. Determine whether my recorded ingress/egress easement satisfies the tariff’s adjacency requirement.
3. Determine whether NSWC’s recorded utility easement satisfies the tariff’s adjacency requirement.

4. Evaluate NSWC's consistency, given historical service to multiple parcels through the same corridor.
5. Evaluate NSWC's stated unwillingness to serve similarly-situated parcels to avoid "setting a precedent."
6. Evaluate NSWC's claim that "management change" and "tariff change" justify denying service.
7. Evaluate NSWC's failure to answer the specific questions I posed regarding property rights, easement limitations, title issues, engineering constraints, tariff provisions, PSC requirements, or other legal restrictions.
8. Clarify whether NSWC may require new easements and a main extension when existing easements already provide legal access and utility rights.

12. Attachments Already Provided

I have already provided:

- 1978 NSWC utility easement
- 1970 Pardi deeds
- 2021 deed conveying Tract #2
- Chain-of-title documents
- NSWC correspondence
- My full email to NSWC
- NSWC's full response
- NSWC attorney's response

I can provide the plat map upon request.

Steven C. Pardi

On Sep 25, 2026, at 2:28 PM, PSC Consumer Inquiry <PSC.Consumer.Inquiry@ky.gov> wrote:

Mr. Pardi, Thank you for your email. The Kentucky Public Service Commission regulates utilities that are privately owned or associations.

The North Shelby Water District is classified as a municipal water utility, owned by the city. Your first contact would be to the mayor, if you have been in contact with the mayor and are not satisfied, your next contact would be the KY Attorney General's Office at 502-696-5453. This division of the attorney general deals with all utilities whether regulated by the PSC, municipal, or even TVA, propane companies, and landline phones. [Web Utility Complaint Form](https://kypoag.highq.com/kypoag/renderSmartForm.action?formId=9f8ce1d0-b2c5-49e6-b212-cf3a23929f5d) aka <https://kypoag.highq.com/kypoag/renderSmartForm.action?formId=9f8ce1d0-b2c5-49e6-b212-cf3a23929f5d>

Sincerely,

Becky

KY Public Service Commission

Branch Manager Consumer Services

From: KY Public Service Commission <pscfilings@ky.gov>

Sent: Friday, September 25, 2026 12:58 PM

To: PSC Consumer Inquiry <PSC.Consumer.Inquiry@ky.gov>

Subject: KY PSC Utility Inquiry

Below is the result of your feedback form. It was submitted by ([REDACTED]) on Friday, September 25, 2026 at 12:58 PM

Name: Steven Pardi

Address: 748 Ridgeview Dr. Apt. A

City: Frankfort

State: KY

Zip Code: 40601

Phone number where you can be reached: [REDACTED]

Home phone:

Utility Name: North Shelby Water Company

State the nature of your concern: I need a direct point of contact to submit my complaint comprehensively by inclusion of my email chain with management at North Shelby Water Company along with attached supporting documents. Additionally, this escalation follows email correspondence from the legal representative. Please provide me with a direct email to submit this complaint.

Have you contacted the utility about the problem: Yes

From: Steven Pardi <[REDACTED]>
Date: September 29, 2026 at 2:55:48 PM EDT
To: Consumer Inquiry PSC <PSC.Consumer.Inquiry@ky.gov>
Subject: Re: Response to Informal Complaint – Steven C. Pardi

Good Afternoon Becky,

I have reviewed North Shelby Water Company's written response dated September 29, 2026. The response does not resolve my informal complaint.

The unresolved issue is whether the tariff phrase "the member's property immediately adjacent to the right-of-way" includes recorded easements held by the member, consistent with Kentucky property-interest law and PSC precedent.

North Shelby acknowledges in its response that an easement is a recognized property interest. The Company's position relies on a tariff interpretation that requires fee-simple ownership of the land where the meter is placed. The tariff does not contain this requirement, and North Shelby did not cite any PSC order, tariff definition, or legal authority supporting a fee-simple-only interpretation or excluding easements from the definition of "the member's property."

My recorded ingress/egress easement is a real property interest under Kentucky law and therefore part of my property for tariff purposes. Kentucky courts have consistently held that easements are interests in land and part of the dominant estate.

North Shelby also holds a recorded utility easement along the same corridor, which grants full construction, installation, maintenance, and ingress/egress rights. This demonstrates that the corridor is a legally recognized location for utility infrastructure and that the corridor is already used for utility access and facilities to date.

North Shelby's response states that the "known means" of providing service is a distribution main extension across multiple intervening properties. This option would impose a significant and unnecessary burden on me as the customer, both financially and logistically, and appears avoidable if the tariff is interpreted consistent with Kentucky property-interest law and PSC precedent. If a recorded easement is recognized as part of the member's property for tariff purposes, then the tariff-defined meter location already exists in the corridor and no main extension or new easements would be required.

For these reasons, the tariff interpretation issue remains unresolved. I respectfully request that Commission Staff continue its review of this matter. I also request Commission Staff's advisement on whether this matter should proceed as a formal complaint, given the remaining disagreement over tariff interpretation.

Thank you,

Steven C. Pardi

On Sep 29, 2026, at 2:27 PM, PSC Consumer Inquiry <PSC.Consumer.Inquiry@ky.gov> wrote:

The North Shelby Water Company has reviewed the informal complaint submitted by Mr. Steven C. Pardi regarding his request for water service to 3090 Bald Knob Road.

North Shelby's position remains as previously explained directly to Mr. Pardi. The applicable tariff provides that no service will be installed unless a main distribution line exists along the road from which service is requested and that North Shelby

will install the service line from the main to and including the curb box or curb stop located on the member's property immediately adjacent to the right-of-way of that road.

The existing North Shelby distribution main is located along Bald Knob Road. Mr. Pardi's property at 3090 Bald Knob Road does not extend to Bald Knob Road at the proposed meter location. Instead, his property is accessed through a private ingress and egress easement across property owned by others. North Shelby does not dispute that an easement is a recognized property interest. However, an ingress and egress easement over another party's property does not make the underlying property Mr. Pardi's property for purposes of the tariff requirement that the curb box or curb stop be located on the member's property immediately adjacent to the roadway right-of-way.

Likewise, the separate utility easement held by North Shelby along the Bald Knob Road frontage does not make the underlying property Mr. Pardi's property or otherwise satisfy the tariff requirement applicable to the member requesting service. The complaint appears to conflate Mr. Pardi's ingress and egress rights, North Shelby's separate utility easement rights, and ownership of the property underlying those easements.

Mr. Pardi's complaint also references and characterizes certain statements made during an informal telephone conversation on September 10, 2026. That conversation was an informal discussion concerning Mr. Pardi's service request and was not a formal legal interpretation of North Shelby's tariff or property rights. Mr. Pardi's complaint assigns legal conclusions and regulatory significance to selected portions of that conversation that were not stated as such. Any discussion regarding prior management practices, precedent, or historical installations was simply part of explaining why older service arrangements in the area do not control North Shelby's review of a current service request. North Shelby's formal position is the position stated in its written correspondence and is based upon the requirements of its filed tariff.

North Shelby has also previously acknowledged that certain older services in the area may have been installed in a manner not consistent with the tariff. Those historical installations do not modify the filed tariff or establish the requirements applicable to a current service request. North Shelby is obligated to apply its tariff consistently to current and future service requests.

The additional legal assertions and references contained in Mr. Pardi's complaint do not change the underlying issue. North Shelby's position is based upon the specific service-location requirement contained in its filed tariff and the fact that the proposed meter location is not on Mr. Pardi's property immediately adjacent to the roadway where the existing distribution main is located.

As previously advised to Mr. Pardi, North Shelby has not stated that service to 3090 Bald Knob Road is impossible. Based upon the information presently available, the known means of providing service consistent with the tariff would be an extension of North Shelby's distribution main to Mr. Pardi's property in accordance with the Distribution Extensions provisions of the tariff. Such an extension would also require appropriate utility easements across the intervening properties.

North Shelby remains willing to work with Mr. Pardi to evaluate such an extension and the requirements associated with providing service in accordance with the Company's tariff.

Please let us know if Commission Staff requires any additional information.

Sincerely,

*Jeremy Carmack
North Shelby Water Company*