

JOHN AND MAGGIE BUNCH SPECIAL CONTRACT

WHEREAS, North Shelby Water Company (hereinafter "North Shelby") is a non-profit public utility providing domestic water service in Shelby County, Kentucky; and

WHEREAS, North Shelby's Tariff prohibits service to more than one customer by a single meter; and

WHEREAS, the Shelby County Industrial and Development Foundation, Inc., (hereinafter "Foundation") is a customer of North Shelby operating the Guist Creek Marina; and

WHEREAS, the Foundation receives water service from North Shelby through a single meter; and

WHEREAS, John and Maggie Bunch (hereinafter the "Bunches") own a house and lot located at 11706 Boat Dock Road, which is the road which provides vehicular access to the marina; and

WHEREAS, without the knowledge or consent of North Shelby the prior operator of Guist Creek Marina permitted the Bunch's property to begin receiving water service through the marina's water system; and

WHEREAS, it would cost approximately \$30,250.00 to extend a 6" water main from the Bunches' property north along Boat Dock Road to Benson Road in order to provide water service to the Bunches' property through a separate meter as presently required by North Shelby's Tariff; and

WHEREAS, the Foundation is content to allow the Bunches to receive water service under this arrangement for the time being; and

WHEREAS, the Foundation is aware that a leak on the Bunches' water system could run up a high bill which the Foundation would have to pay in order to maintain water service to the marina; and

WHEREAS, the Bunches are aware that this arrangement is terminated by the Foundation at any time with or without advance notice;

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**
EFFECTIVE
3/9/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

NOW THEREFORE, this John and Maggie Bunch Special Contract is made and entered into this ___ day of January, 2005 by and between North Shelby, the Foundation, and John and Maggie Bunch:

1. North Shelby is authorized to continue to allow both the Foundation and the Bunches to receive water service via the Foundation's single North Shelby water meter.

2. North Shelby shall have no involvement whatsoever in the financial arrangements between the Foundation and the Bunches, including but not limited to the rate charged by the Foundation to the Bunches.

3. This agreement may be terminated by either the Bunches or the Foundation at any time without cause and without advance notice to the other. In the event of termination, notice will be given to North Shelby by the Foundation and the Bunches will be required to make other arrangements for water service.

4. North Shelby shall, if easily permitted by North Shelby's billing computer, calculate the Foundation's bill by first dividing the monthly usage into two quantities: the first equal to the approximate average monthly usage of North Shelby's residential customers, and the second consisting of the remainder. Each quantity shall be used to calculate a bill as if individual bills would be sent. The two amounts shall either be billed separately to the Foundation or added together and sent to the Foundation as a single bill.

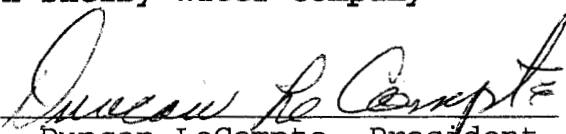
5. The Foundation agrees that it will pay the entire monthly bill to North Shelby regardless of the amount of that bill. Failure to pay the bill in full, regardless of the size or cause of that bill, will be subject to penalties and termination under North Shelby's Tariff as if though the Foundation were the sole customer being served by the Foundation's meter.

6. This Special Contract will become enforceable when it has been signed by all parties and ratified by the Kentucky Public Service Commission.


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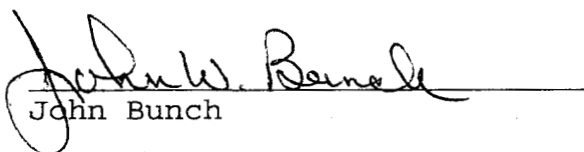
By 
Executive Director

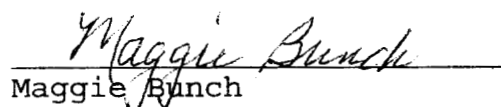
North Shelby Water Company

By: 
Duncan LeCompte, President

Shelby County Industrial and Development
Foundation, Inc.

By: 
B. G. Hudson, President


John Bunch


Maggie Bunch

DTP\NSWC\Bunch, John & Maggie\Special Contract

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