

JEFFERSON COUNTY PROJECT
SUBDIVISION EXTENSION APPLICATION
FOR
WEST SHELBY WATER DISTRICT

APPLICANT(S): Richard Grant and Deborah Grant
2081 Clark Station Road
Fisherville, KY 40023
582-3091

SEE SIGNATURES FOR ADDITIONAL APPLICANTS

NOTE: All Applicants must sign

AREA TO BE SERVED: Jefferson County and Shelby County: Clark
Station Road, Old Clark Station Road, Highway
148, Spotswood Road, Clark Ridge Road, and
Art Lane

SERVICE APPLIED FOR: Distribution Line Extension 25,515 feet
Distribution Fire Hydrant every 800 feet
Distribution Upgrading _____
Distribution Relocation _____
Other (describe) _____

ESTIMATES: Estimated Water Line Size primarily 8 inch
Estimated Project Cost \$344,105.00
Estimated Footage 25,515 feet
Other (describe) _____

EXHIBITS: Map or plat showing streets,
lots, buildings, proposed
service route, and easements,
a copy of which is attached
hereto and made a part hereof,
and marked "Exhibit A" for
identification: See attached Exhibit A
Other (describe) _____

CONSTRUCTION COMMENTS: _____

AGREEMENT:

1. Applicant(s) applies for a water line extension upon the terms and conditions set forth in this contract. All Applicants who are married or are otherwise living within the same dwelling unit shall normally be considered one Applicant for rebate purposes.

2. Applicant(s) agrees to obtain and provide, without cost to the District, all properly signed recordable easements required by the District for the installation and maintenance of the District's water transmission or distribution lines, existing and future. If Applicant(s) cannot obtain easements on property other than Applicant's, the District will obtain those easements at Applicant's cost, which is not included in the estimate.

3. The water facilities constructed hereunder shall at all times be owned and maintained by the District. The District shall have the right to extend the facilities without compensation to Applicant(s) or the consent of Applicant(s). The District shall have the right to make service connections thereto without the consent of Applicant(s), and subject to the District's construction rebate agreement as hereinafter provided.

4. Upon approval by the District's engineer, manager, and board of commissioners, the manager and engineer will design and make a cost estimate of the project. Applicant(s) will, prior to construction, make a deposit to the District's escrow construction

account of the entire estimated project cost (less any District and Fiscal Court contribution). If the actual construction cost exceeds the estimate, Applicant(s) will promptly pay the difference. If the actual construction cost is less than the estimate, the District will refund to Applicant(s) any overpayment plus interest at the rate of 6% per annum on the amount of the excess deposit for the period beginning 90 days after completion of all construction, installation and servicing work in connection with the project and ending with the date of payment of refund.

5. Applicant(s) acknowledges that the project cost will include the District's reasonable supervision, engineering, legal and accounting charges attributable to this project

6. All projects having estimated construction costs exceeding \$10,000.00, shall be bid as required by state law. All smaller projects will be constructed by the District or the District's contractor. All contractors will sign the District's standard construction contract.

7. Applicant(s) grants District a perpetual easement over Applicant's land to survey, plan, install, construct, maintain, repair, and remove existing and future water pipelines, appurtenant facilities, and meters, the right to read those meters, and the right of ingress and egress for these purposes over Applicant's property.

8. All construction, labor and materials must be in accordance with the District's specifications. A payment and performance bond will be required.

9. The facilities will be constructed in accordance with "Exhibit A." If there is no "Exhibit A" to this contract, the extension will be constructed within the District's easements upon Applicant's property. Under no circumstances will construction begin on Applicant's property until Applicant(s) has granted District all necessary and proper recorded easements.

10. The District agrees that it will perform its obligations under this contract with reasonable diligence, and that construction will begin as soon as reasonably possible. In the event that the construction called for by this contract cannot begin within 6 months from the date of this contract, then either the District or all of the Applicant(s) may terminate this agreement by written notice to the other at which time the District will refund the deposit less any cost incurred.

11. This agreement shall be valid and binding on the District only when executed by its Chairman. Any deposit made with this application prior to such signature shall not be construed as an acceptance hereof.

12. The District shall determine the total cost of the water main extension (exclusive of the tap on fee). The total construction cost including any cost overruns shall be contributed equally by those Applicant(s) desiring service on the main extension. Each Applicant (customer) will also be required to pay the District's approved "Tap-on fee" for a meter connection to the main extension.

For a period of ten years after the project has been completed and placed in service, each additional customer directly connected to that portion of the water main constructed under this agreement (but not including any future main extensions or customer connections thereto) will be required to contribute to the cost of that extension based on a recomputation of each customer's contribution as set out above. The District must refund to those customers that have previously contributed to the cost of each main extension that amount necessary to reduce their contribution to the currently calculated amount for each customer connected to that extension, provided, however, that the total amount returned shall not exceed the original construction cost, without interest, to those customers directly connected to each main extension for a ten year

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BY: *Sharon Bull*
SECRETARY OF THE COMMISSION
MAY 27 1999
PUBLIC SERVICE COMMISSION
EFFECTIVE DATE: MAY 27 1999
KABD 11

period after it is placed in service are to contribute equally to the cost of the construction of the water main extension. In addition, each customer must pay the approved tap on fee applicable at the time of their application for the meter connection, which is not refundable and may be changed during the refund period. After the ten year refund period expires, any additional customer applying for service on this project main must be connected for the amount of the approved tap on fee only, and all or any part of the construction cost not refunded within said ten year period shall become the property of the District. All refunds shall be made on an annual basis and without interest.

13. If this application is for extension of water service to a subdivision (a subdivision is presumed by the existence of a plat), the Applicant(s) agrees that no refund will be paid for any customer located within that subdivision, it being expected that the subdivider will recoup the cost of this extension in the sale of the subdivision lots. Applicant(s) further agrees that the construction contribution for each additional customer not located within said subdivision, will be computed using the number of planned customers in that subdivision. (For example, if there are 19 single-family lots in the subdivision and a new customer across the road but not in the subdivision applies for service from the water main extension, the construction contribution from that new customer will be calculated by dividing the original construction cost by 20.)

14. Notwithstanding anything in this agreement to the contrary, if the District or Shelby Fiscal Court have contributed funds to assist in this extension, each Applicant hereby assigns, first to the District and second to Shelby Fiscal Court, that Applicant's construction rebate to the extent necessary to first repay the District's construction contribution, if any, and next repay Shelby Fiscal Court's construction contribution. Each Applicant acknowledges that it is a condition of the Shelby Fiscal Court contribution that Shelby Fiscal Court be repaid prior to Applicant from any construction rebates, following repayment of the forementioned District construction contribution.

15. If any Applicant's account becomes delinquent, that Applicant agrees to pay the District's attorney fees and costs incurred in collecting that account. Any delinquent account will accrue Twelve Percent (12%) interest. Venue for any action filed on this contract shall be in Shelby County, Kentucky.

16. Any notice given hereunder shall be deemed sufficient if in writing and sent by certified mail to District at P.O. Box 26, Simpsonville, Kentucky 40067, and to each Applicant at that Applicant's most recent billing address or, if none, then that Applicant's address as shown on this application.

17. The terms of this special extension agreement, if filed with the Kentucky Public Service Commission pursuant to 807 KAR 5:001 Section 9(1), shall prevail over any of the District's rules and regulations.

18. By signature hereon, Applicant(s) acknowledges that he/she has read the foregoing, received a copy thereof, agrees to be bound by same, and acknowledges that this is the entire agreement between the parties and that there are no oral agreements between the parties.

Date: Aug-9-98

WEST SHELBY WATER DISTRICT

By: _____

Ray Larmee, President

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Chairman
MAR 27 1999

PURSUANT TO 807 KAR 5:011
SECTION 9(1)
BY: Sheldon Bell
SECRETARY OF THE COMMISSION

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APPLICANT(S)

Richard Grant

Debra Carver
 Sally L. Zilech
 Kim Rickett
 Joseph R. Wood
 Kenneth W. Coined
 Jana Keller
 Patricia A. O'Leary
 M. Lee Davis & Sarah King
 Pamela A. Carroll
 George W. Bryant
 Lynn
 E. Daughtry, Deborah Daughtry
 Morris C. Papp
 Maria Stecker
 Shirley + Louis Kleber
 Rosalee Owen
~~Let~~
 Chuck W. Faust
 Carol Faust
 Mary H. Hiele
 Melissa Hiele
 Helen Murphy
 Teres Brumby
 Ann Tindle
 Laura Tindle
 Claudia Boyles by Claudia Freund
 R. Schupp
 Paul Motz
 Kathleen Jamison
~~Michelle~~
~~Barbara~~
~~Stanley~~
 Fielder Bryant
 Sandra Bryant

Deborah Grant

Deborah Grant

Susan M. Zink
~~Bill~~
 Paul R. Hill
 Mary Nichols
 Bob (Barbara) Robinson
~~Mandy~~
 Helen Avery
 Linda D. Jewell
 Joseph D. Sayers
~~John~~
 David R. Kuehn
 Eucha Smith-Ann
 Denna Tucker
 John L. Nason
 Robert M. Hill Wilton
 Maureen Drusby
 Bill Briggsby
 Jennifer Stecker
 Donald E. Ffynn
~~Bill~~
~~Cheryl~~
 Wayne A. Clark
 Gordon Van Meter
 Rebecca H. Jaggingdel
~~Paul~~
 Linda Hindman
 Steve E. Kue
 Stephen W. Thuneman
 James R. ~~Commission~~
 James R. ~~Commission~~
 Richard ~~Commission~~
 James R. ~~Commission~~
 James R. ~~Commission~~
 James R. ~~Commission~~

PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE
 MAR 27 1993
 KRS 501.001 KAR 5011
 SECTION (9.0)
 SECRETARY OF THE COMMISSION

ADDITIONAL APPLICANTS FOR
Clark Station Road, Old Clark Station Road, Highway 148,
Spotswood Road, Clark Ridge Road, and Art Lane

Alan C. Grant

Nancy S. Grant

James D. Grant

Patricia Mattingly

Karen E. Edwards

Jamie W. Hall

Donald E. Hunt

Sam D. Brown Jr

Arthur C. Cooper

Shelia Ciarlante

Tom Ciarlante

BOB CLINE

Leo K. Swalthise

LD Hoffmann

James A. Smith

Michael C. Smith

Patricia DeVonne Smith

Mary Springer

Donald J. Springer

Larry Proter

Shelia Proter

Albert Johnson

Charles E. Miller

Emily B. Miller

Carolyn Moran

Kelly Jones

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 27 1999

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Shelia Ciarlante
SECRETARY OF THE COMMISSION

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ADDITIONAL APPLICANTS FOR
Clark Station Road, Old Clark Station Road, Highway 148,
Spotswood Road, Clark Ridge Road, and Art Lane

Richard A. Pearl

Howard Entegress, Sec

by A. W. Howard, (Pres.)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 27 1999

PURSUANT TO 807 KAR 5011,
SECTION 9(1)
BY: *Stephen O. Bell*
SECRETARY OF THE COMMISSION

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**WEST SHELBY WATER DISTRICT
CLARK STATION EXTENSION
POUNDS LANE TO I-64**

**PRELIMINARY COST ESTIMATE
8/25/98**

Road Served

Clark Station Road	11,100	LF	8-inch
Clark Ridge Road	2,320	LF	8-inch
Spotswood Road	2,995	LF	8-inch
Art Lane	1,570	LF	8-inch
KY 148	1,500	LF	12-inch
Old Clark Station	530	LF	8-inch
Connect to Conner Station via easement	5,500	LF	8-inch
Total Length	25,515	LF	

Construction Cost

1500	LF	12-inch pipe @	\$40.00	\$60,000.00
24015	LF	8-inch pipe @	\$7.00	\$168,105.00
10	EACH	8" Gate Valves @	\$500.00	\$5,000.00
2	EACH	12" Valves @	\$1,000.00	\$2,000.00
90	LF	Hwy. Bore @	\$60.00	\$5,400.00
80	LF	R/R Bore @	\$120.00	\$9,600.00
10	CY	Concrete @	\$80.00	\$800.00
1000	Tons	Stone @	\$11.00	\$11,000.00
25	EACH	Fire Hydrants @	\$1,500.00	\$37,500.00

Construction Total **\$299,405.00**

Project Costs

Engineering	\$28,900.00
District Inspection	\$2,000.00
Legal	<u>\$13,800.00</u>
Subtotal	\$44,700.00

PROJECT TOTAL **\$344,105.00**

District Share (50-foot Rule)
60 Customers X 50 LF X \$13.49 \$40,459

Shelby County Grant
20% X \$79,144.15 \$15,829

Jefferson County Grant
20% X \$264,960.85 \$52,992

Customer Share

\$234,824.86	/	60 Customers	=	
		Construction Cost		\$3,914
		Tap-on Fee		\$550
		Customer Total		\$4,464

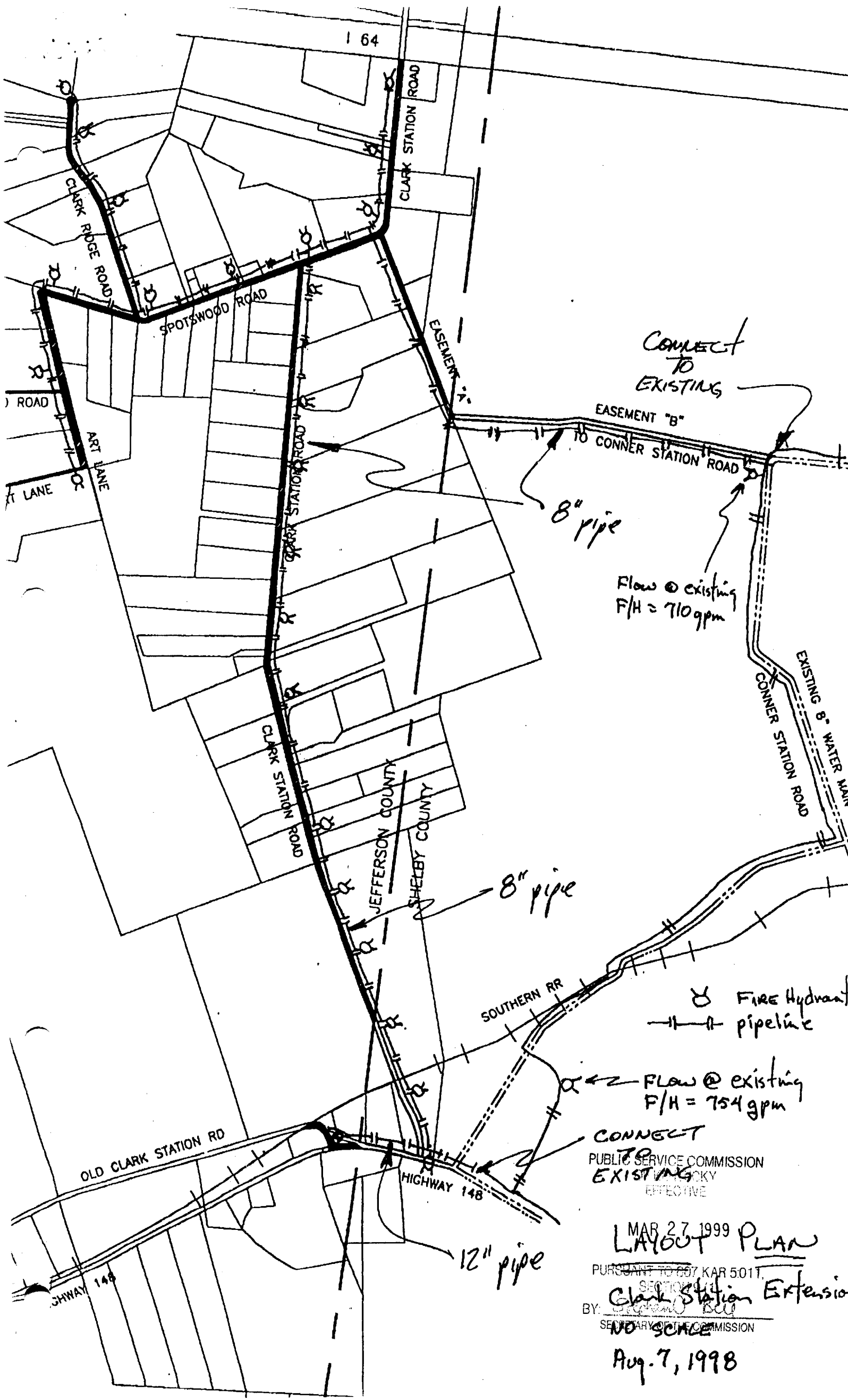
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70% pipe in Jefferson County
\$ Constructed in Jefferson
Jefferson Grant 20%

Jefferson Total

17%
\$264,960.85
PUBLIC SERVICE COMMISSION
OF KENTUCKY 20%
EFFECTIVE
\$52,992.17
MAR 27 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Sharon Bell
SECRETARY OF THE COMMISSION



CONNECT TO EXISTING

EASEMENT "B"

8" pipe

Flow @ existing F/H = 710 gpm

8" pipe

Fire Hydrant
pipeline

Flow @ existing F/H = 754 gpm

CONNECT TO EXISTING PUBLIC SERVICE COMMISSION EFFECTIVE

MAR 27 1999 LAYOUT PLAN

PURSUANT TO 607 KAR 5.011, SECTION 11.1

Clark Station Extension

BY: [Signature] SENIOR ENGINEER PUBLIC SERVICE COMMISSION

Aug. 7, 1998