

**EXTENSION APPLICATION
FOR
WEST SHELBY WATER DISTRICT**

APPLICANT(S): Todd's Point Properties L.L.C.
1003 Long Run Rd., Louisville, KY 40018-0008
 (Address) (Phone No.)

364-9100

NOTE: All Applicants must sign

AREA TO BE SERVED: Todd's Point Planned Unit Development
U.S. Hwy.60 and Citizens Boulevard, Simpsonville, KY

SERVICE APPLIED FOR: Distribution Line Extension _____
Distribution Flush Hydrant _____
Distribution Upgrading _____
Distribution Relocation _____
Other (describe) _____

ESTIMATES: Estimated Water Line Size 8"
Estimated Project Cost \$42,315.00
Estimated Footage 2,650 L.F.
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 _____
Other (describe) _____

CONSTRUCTION COMMENTS: Potential upgrade by West Shelby to 12" Line
for northern loop of City.

AGREEMENT:

1. Applicant applies for a water line extension upon the terms and conditions set forth in this contract.

2. Applicant agrees to provide without cost to the District any 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.

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 or the consent of Applicant. The District shall have the right to make service connections thereto without the consent of the Applicant, 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. The Applicant will, prior to construction, make a deposit to the District's escrow construction account of the entire estimated project cost. If the actual construction cost exceeds the estimate, Applicant will promptly pay the difference. If the actual construction cost is less than the estimate, the District will refund to Applicant 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 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

DEPARTMENT OF COMMISSIONS
 OF KENTUCKY
 MAR 27 1999
 BY: Sharon O. Bell
 SECRETARY OF THE COMMISSION

District _____

Applicant _____

District's contractor. All contractors will sign the District's standard construction contract.

7. Applicant 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 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 the Applicant 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 cost shall be contributed equally by those Applicants 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 (not including customer connections to further extensions or branches thereof) 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. All customers directly connected to each main extension for a ten year 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 each main extension 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 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. The Applicant further agrees that the construction contribution for each additional customer not located

Dist. _____

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. If the District has contributed company funds to assist in this extension, each Applicant hereby assigns to the District that Applicant's construction rebate refund to the extent necessary to first repay the District's construction contribution.

15. If Applicant's account becomes delinquent, 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 Applicant at _____.

17. By signature hereon, Applicant 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: 12-1-98

APPLICANT

By: James D. Rini
Title: Vice President

Additional Applicants, if any (sign on back if necessary)

Date: 12-9-98

WEST SHELBY WATER DISTRICT

By: Ray Barbee
Ray Barbee, Chairman

* * *

FOR DISTRICT USE ONLY:

Received this 16th day of Oct, 1998,
from Applicant for Escrow Construction: \$ 42,315.⁰⁰ wk
Completed Cost of Project \$ _____
Balance due from (to) Applicant \$ _____

Completed Footage of Project _____
District Contribution (if any) _____

2wtr\ws\extension.app [12/29/95]

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 27 1999

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

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

WATERLINE EXTENSION ESTIMATE

Client Name TODDS POINT PROPERTIES LLC Date Prepared 10/1/98
 Client Address 1003 LONG RUN RP. Client Phone (502) 364-9100
Louisville Ky 40018-0008 *John Rice*
 Water Utility WEST SHELBY WATER DIST. Utility Phone 722-8944
 Location of Extension TODDS POINT P.U.D.
 Size of Main 8" LOOP Number of Tap-ons _____
 Length of New Waterline 2650' Feet _____
 Special Problems - (gas line, railroad, highway, etc.) potential upgrade by W. Shelby
to 12" for northern loop of city.

Construction Estimate	Unit	Cost	Totals
length of pipe 8"	2650	x \$8	= 21,200 ⁻
length of pipe	_____	x _____	= _____
number of valves	9	x \$600 ⁰⁰	= 5400 ⁻
number of blowoffs	_____	x _____	= _____
number of fire hydrants	3	x 1500 ⁰⁰	= 4500 ⁻
length of highway crossing	120	x 40 ⁰⁰	= 4800 ⁻
length of stream crossing	_____	x _____	= _____
tons of crushed stone	100	x 10 ⁰⁰	= 1000 ⁻
tons of asphalt	_____	x _____	= _____
cubic yards of concrete	3	x 125 ⁰⁰	= 375 ⁻
_____	_____	x _____	= _____
<u>2" SERVICE SLEEVE</u>	60	x 4 ⁰⁰	= 240 ⁻

Total Construction \$ 37,515⁻

Division of Water Processing Fee
 Engineering
 Inspection
 Legal \$100 per easement + 2%

\$ 150⁰⁰
 \$ 4150
 \$ BY DISTRICT
 \$ 500⁻
 \$ _____

Total Non-Construction \$ 4800⁻

Total Project \$ 42,315⁻