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PUBLIC SERVICE COMMISSION

EXTENSION APPLICATION FOR NORTH SHELBY WATER COMPANY

APPLICANT(S): Clay and Joanna Young

(Address) Vigo Road

(Phone No.) 502-747-5728

NOTE: All Applicants must sign

AREA TO BE SERVED: Trammel Road

Table with 2 columns: SERVICE APPLIED FOR and ESTIMATES. Rows include Distribution Line Extension, Distribution Flush Hydrant, Distribution Upgrading (marked with X), Distribution Relocation, Other (describe), Estimated Water Line Size (6"), Estimated Project Cost (\$19,635.00), Estimated Footage (1600'), and 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)

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CONSTRUCTION COMMENTS: Company to construct 368.105' of water main

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

BY Stephan B... SECRETARY OF THE COMMISSION

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 Company, all properly signed recordable easements required by the Company for the installation and maintenance of the Company'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 Company.
4. Upon approval by the Company's engineer, manager, and board of directors, the manager and engineer will design and make a cost estimate of the project.

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

6. All projects having estimated construction costs exceeding \$25,000.00 shall be bid unless waived by the Applicant. All smaller projects, and all projects where bidding is waived by the Applicant, will be constructed by the Company or the Company's contractor. All contractors will sign the Company's standard construction contract.

The Applicant(s): Waives the right to have this project bid even though the estimated cost exceeds \$25,000.00.

7. Applicant(s) grants Company 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 Company'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 Company's easements upon Applicant's property. Under no circumstances will construction begin on Applicant's property until Applicant(s) has granted Company all necessary and proper recorded easements.

10. The Company 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 Company or all of the Applicant(s) may terminate this agreement by written notice to the other at which time the Company will refund the deposit less any cost incurred.

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

12. The Company shall determine the total cost of the water main extension (exclusive of the tap on fee, and any Company and Fiscal Court contributions). This 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 Company's approved "Tap-on fee" for a meter connection to the main extension. In consideration of the company paying to construct a portion of the water main, Applicants have agreed to waive the 50-foot contribution normally required by 807 KAR 5:066, Section 11(3).

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 Company 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 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 Company. 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 Commission 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.)

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SECTION 9(1)

BY: Stephan O. Bell
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14. Notwithstanding anything in this agreement to the contrary, if the Company or Shelby Fiscal Court have contributed funds to assist in this extension, each Applicant hereby assigns, first to the Company and second to Shelby Fiscal Court, that Applicant's construction rebate to the extent necessary to first repay the Company'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 aforementioned Company construction contribution.

15. If any Applicant's account becomes delinquent, that Applicant agrees to pay the Company'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 Company at P.O. Box 97, Bagdad, Kentucky 40003, 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 Company'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.

INDIVIDUAL APPLICANT(S)

Clay Young Clay B. Young Date July 13 - 2000
 Joanna Young Joanna Young Date July 13 - 2000
 Additional Applicants, if any (sign on back if necessary)

Date:

NORTH SHELBY WATER COMPANY

By: Duncan LeCompte
 Duncan LeCompte, President

* * *

FOR COMPANY USE ONLY:

Received this 21 day of July, 2000,
 from Applicant(s) for Escrow Construction: \$ 16,803.00
 Completed Cost of Project \$ _____
 Balance due from (to) Applicant(s) \$ _____
 Completed Footage of Project _____
 Company Contribution (if any) _____
 Shelby Fiscal Court Contribution (if any) _____

2wtr\ms\extension. frm
 form 5/20/99

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PRELIMINARY ESTIMATE

Measurements were taken from plat prepared by McGinnis & Associates dated April 2000. No field measurements were made for this estimate.

Location: Trammel Road

Project No: 00-10

Client Name: Clay & Jo Anna Young
Client Address: Vigo Road 4237
Bagdad, KY 40003

Date Prepared: April 24, 2000
Client Phone: (502) 747-5778
Client Fax:

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

Utility Phone: 502-747-8942
Utility Fax: 502-747-5048

Special Problems: Existing 2" Line

Number Of Tap-ons: 4 AND 3 EXISTING

ITEM NO.	SIZE	ITEM	AMOUNT	UNIT	UNIT PRICE	TOTAL PRICE
1	6-inch	PVC Pipe	1,600	L.F.	\$6.00	\$9,600.00
2	6-inch	Gate Valve and Box	1	EACH	\$400.00	\$400.00
3	4-inch	Gate Valve and Box	2	EACH	\$350.00	\$700.00
4	12-inch	Steel Casing Pipe, Bored	50	L.F.	\$75.00	\$3,750.00
5	3-inch	Blowoff Valve and Box	1	EACH	\$400.00	\$400.00
6		Contingency, 10%	1	L.S.	\$1,485.00	\$1,485.00
						\$0.00
						\$0.00
						\$0.00
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PURSUANT TO 807 KAR 5.011, SECTION 9(1)	TOTAL CONSTRUCTION:	\$16,335.00
BY: <u>Stephan O Bell</u> SECRETARY OF THE COMMISSION	DIVISION OF WATER PROCESSING FEE:	\$150.00
	ENGINEERING:	\$1,800.00
	INSPECTION:	\$1,000.00
	LEGAL \$100 PER EASEMENT +2%:	\$350.00
	TOTAL NON-CONSTRUCTION:	\$3,300.00

TOTAL PROJECT: \$19,635.00

D:\Nshelby\00-10 Trammel Road\Project Estimate.doc

nc to sandy
Billed 9/12/00

CLAY YOUNG

19,635.00

1600'

PRICE PER FOOT \$ 12.271875

WATER COMPANY TO PAY 368,105' 4517.34

CLAY YOUNG TO ESCROW 15,117.66

PLUS LINE UP SIZE OF 317.39' X 5.31 = 1685.34

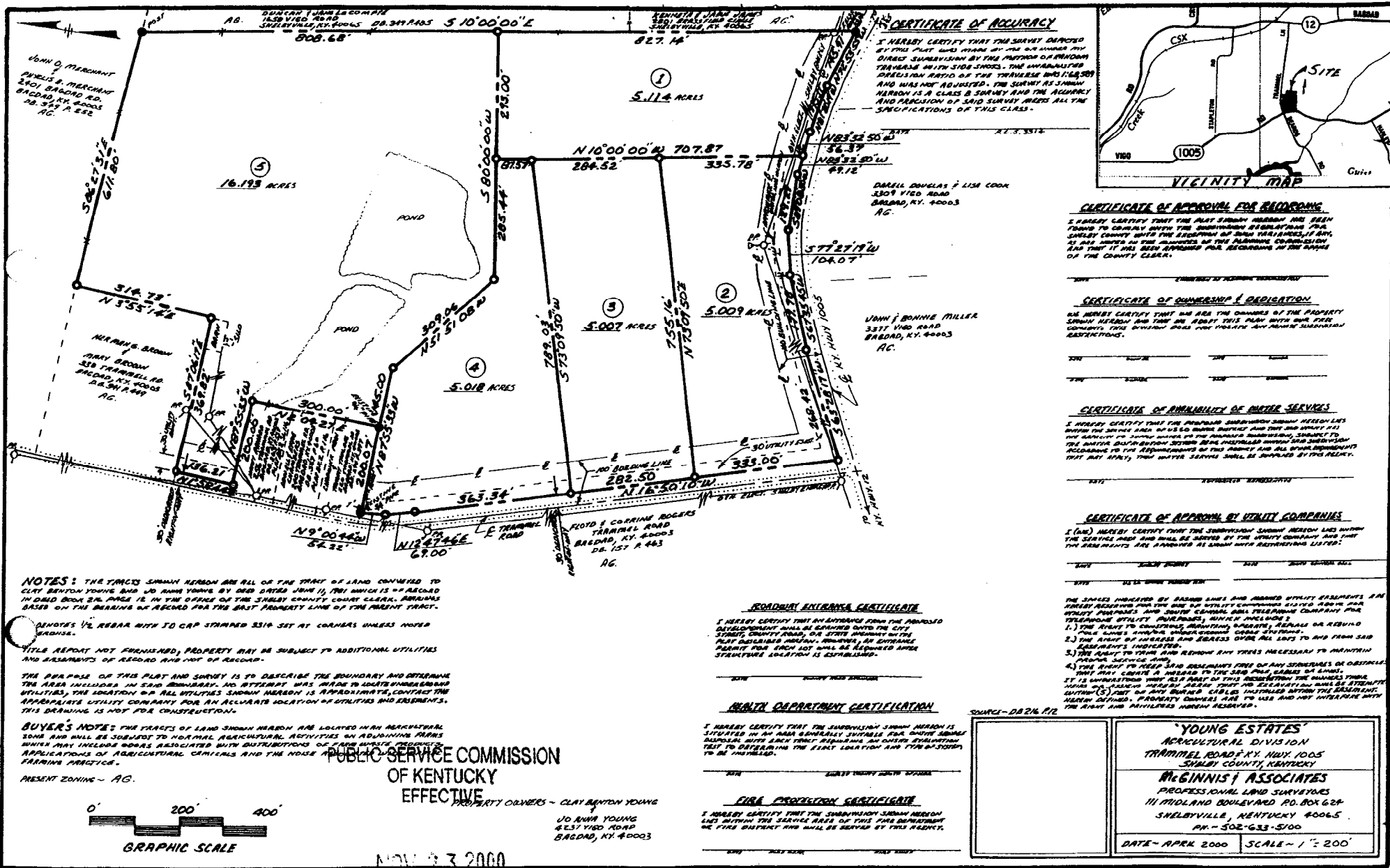
TOTAL FROM MR YOUNG 16,803.⁰⁰/XL

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NOTES: THE TRACTS SHOWN HEREON ARE ALL OF THE TRACT OF LAND CONVEYED TO CLAY BENTON YOUNG AND JO RAINN YOUNG BY DEED DATED JUNE 11, 1981 WHICH IS RECORDED IN DEED BOOK 216 PAGE 12 IN THE OFFICE OF THE SHELBY COUNTY COURT CLERK. BEHAVING BASED ON THE BEARING OF RECORD FOR THE EAST PROPERTY LINE OF THE PRESENT TRACT.

⊙ DENOTES 1/2 REBAR WITH TO CAP STAMPED 3316 SET AT CORNERS UNLESS NOTED OTHERWISE.

TITLE REPORT NOT FURNISHED; PROPERTY MAY BE SUBJECT TO ADDITIONAL UTILITIES AND AGREEMENTS OF RECORD AND NOT OF RECORD.

THE AREA PAID OF THIS PLAT AND SURVEY IS TO DESCRIBE THE BOUNDARY AND ESTABLISH THE AREA INCLASSED IN SAID SUBDIVISION. NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND UTILITIES; THE LOCATION OF ALL UTILITIES SHOWN HEREON IS APPROXIMATE; CONTACT THE APPROPRIATE UTILITY COMPANY FOR AN ACCURATE LOCATION OF UTILITIES AND AGREEMENTS. THIS DRAWING IS NOT FOR CONSTRUCTION.

BUYER'S NOTES: THE TRACTS OF LAND SHOWN HEREON ARE LOCATED IN AN AGRICULTURAL ZONE AND WILL BE SUBJECT TO NORMAL AGRICULTURAL ACTIVITIES ON ADJACENT FARMS WHICH MAY INCLUDE ODORS ASSOCIATED WITH DISTRIBUTIONS OF FARM WASTE PRODUCTS, APPLICATIONS OF AGRICULTURAL CHEMICALS AND THE NOISE AND VIBRATION ASSOCIATED WITH FARMING PRACTICES.

PRESENT ZONING - AG.

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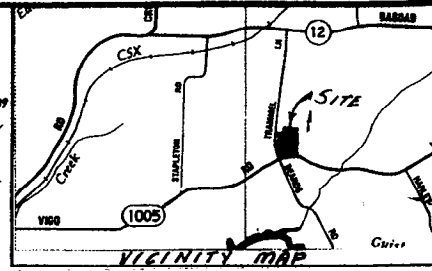
PROPERTY OWNERS - CLAY BENTON YOUNG
JO RAINN YOUNG
4237 VIGO ROAD
BARDOL, KY 40003



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CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE SURVEY DATED BY THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION BY THE METHOD OF PROVISION TRAVELE WITH SIGHT SIZES. THE UNADJUSTED PRECISION RATIO OF THE TRAVELE WAS 1:68,309 AND WAS NOT ADJUSTED. THE SURVEY AS SHOWN HEREON IS A CLASS B SURVEY AND THE ACCURACY AND PRECISION OF SAID SURVEY MEETS ALL THE SPECIFICATIONS OF THIS CLASS.



CERTIFICATE OF APPROVAL FOR BUILDINGS

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF SHELBY COUNTY UNDER THE JURISDICTION OF SAID COUNTY CLERK, AS HAS ORDERED BY THE PLANNING COMMISSION AND THAT IT HAS APPROVED FOR RECORDATION IN THE OFFICE OF THE COUNTY CLERK.

CERTIFICATE OF OWNERSHIP & DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN HEREON AND THAT WE AGREE TO THIS PLAT WITH OUR FREE CONSENT. THIS DEDICATION DOES NOT IMPLY ANY PUBLIC DEDICATION RESTRICTIONS.

CERTIFICATE OF AVAILABILITY OF WATER SERVICES

I HEREBY CERTIFY THAT THE PROPOSED SUBDIVISION SHOWN HEREON LIES WITHIN THE SERVICE AREA OF US 60 WATER DISTRICT AND THAT SAID WATER DISTRICT HAS ADVISED ME THAT THE PROPOSED SUBDIVISION IS ELIGIBLE TO RECEIVE WATER SERVICE. THE WATER DISTRIBUTION SYSTEM BEING INSTALLED WITHIN SAID SUBDIVISION ACCORDING TO THE REQUIREMENTS OF THIS DISTRICT AND ALL OTHER REQUIREMENTS THAT MAY APPLY. THAT WATER SERVICE SHALL BE SUPPLIED BY THIS DISTRICT.

CERTIFICATE OF APPROVAL BY UTILITY COMPANIES

I (WE) HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON LIES WITHIN THE SERVICE AREA AND SHALL BE SERVED BY THE UTILITY COMPANY AND THAT THE AGREEMENTS ARE APPROVED AS SHOWN WITH RESTRICTIONS LISTED:

ROADWAY ENTRANCE CERTIFICATE

I HEREBY CERTIFY THAT AN ENTRANCE FROM THE PROPOSED DEVELOPMENT SHALL BE CONSIDERED ONTO THE CITY STREET, COUNTY ROAD, OR STATE HIGHWAY WITHIN THE PLAT DESCRIBED HEREON. APPROVAL BY ENTRANCE PERMIT FOR EACH LOT SHALL BE REQUIRED ONCE STRUCTURE LOCATION IS ESTABLISHED.

HEALTH DEPARTMENT CERTIFICATION

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON IS SITUATED IN AN AREA GENERALLY SUITABLE FOR WATER SUPPLY PURPOSES WITH SUCH THAT APPROPRIATE WATER EVALUATION TEST TO DETERMINE THE EXACT LOCATION AND THE BEST SYSTEM TO BE INSTALLED.

FIRE PROTECTION CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON LIES WITHIN THE SERVICE AREA OF THIS FIRE DEPARTMENT OR THE DISTRICT THAT SHALL BE SERVED BY THE DEPARTMENT.

ROADWAY UTILITIES CERTIFICATE

THE LINES INDICATED BY DASHED LINES AND SHOWN UTILITY AGREEMENTS ARE HEREBY DECLARED FOR THE USE OF UTILITY COMPANIES LISTED. SAID USE FOR UTILITY PURPOSES AND SAID COMPANY SHALL TELEPHONE COMPANY FOR TELEPHONE UTILITY AGREEMENTS, WHICH INCLUDES:

- 1) THE RIGHT TO CONDUCT SURVEYS, REPAIRS, REPAIRS OR REBUILD
- 2) THE RIGHT OF ACCESS AND EGRESS OVER ALL LOTS TO AND FROM SAID AGREEMENTS INDICATED.
- 3) THE RIGHT TO TRIM AND REMOVE ANY TREES NECESSARY TO MAINTAIN PROPER SERVICE.
- 4) THE RIGHT TO KEEP SAID AGREEMENTS FREE OF ANY STRUCTURES OR OBSTACLES THAT MAY CAUSE A HAZARD TO THE SAID ROAD LINES OR LINES.

IT IS UNDERSTOOD THAT ALL PARTS OF THIS DECLARATION ON THE UNDERSIGNED SHALL BE IN FULL FORCE AND EFFECT UNTIL THE SAID UTILITY COMPANIES HAVE BEEN FULLY ADVISED BY THE UNDERSIGNED. PROPERTY OWNERS ARE TO USE AND NOT INTERFERE WITH THE RIGHT AND PRIVILEGES HEREBY RESERVED.

SOURCE - DAZ 672

"YOUNG ESTATES"	
AGRICULTURAL DIVISION	
TRIMMEL ROAD KY HWY 1005	
SHELBY COUNTY, KENTUCKY	
McGINNIS ASSOCIATES	
PROFESSIONAL LAND SURVEYORS	
111 MIDLAND BOULEVARD P.O. BOX 624	
SHELBYVILLE, KENTUCKY 40065	
PH - 502-633-5100	
DATE - APRIL 2000	SCALE - 1" = 200'

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