

RECEIVED

OCT 24 2000

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 columns for SERVICE APPLIED FOR and ESTIMATES, listing items like Distribution Line Extension, Estimated Water Line Size, and Estimated Project Cost.

EXHIBITS: Map or plat showing streets, lots, buildings, proposed service route, and easements...

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

NOV 23 2000

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.
2. Applicant(s) agrees to obtain and provide, without cost to the Company, all properly signed recordable easements...
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...

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 Applicant(s) 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.)

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

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

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) _____

2wtrins\extension.fm
form 5/20/99

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 23 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Stephen D. Bee
SECRETARY OF THE COMMISSION

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 **Date Prepared:** April 24, 2000
Client Address: Vigo Road 4231 **Client Phone:** (502) 747-8728
Bagdad, KY 40003 **Client Fax:**

Water Utility: North Shelby Water Company **Utility Phone:** 502-747-8942
Utility Address: P.O. Box 97 **Utility Fax:** 502-747-5048
Bagdad, KY 40003

Special Problems: Existing 2" Line **Number Of Tap-ons:** 4 *40003 SERVICE*

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
						\$0.00
						\$0.00
						\$0.00
						\$0.00

PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE

NOV 23 2000

PURSUANT TO 807 KAR 5.011, SECTION 9 (1)	TOTAL CONSTRUCTION:	\$16,385.00
BY: <u>Stephan D. 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:\Shelby\00-10 Trammel Road\Project Estimate.doc

mc to Stanley
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 16,803.⁰⁰/₁₀₀

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 23 2000

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

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

