CONSTRUCTION APPLICATION FOR WEST SHELBY WATER DISTRICT

APPLICANT(S): Marilyn McFarlane, d/b/a Walnut Way Farm

2800 Shelbyville Road 40065 Shelbyville, KY

NOTE: All Applicants must sign

CONSTRUCTION DETAILS: Installation of vault for private protection sprinkler system for a horse barn.

Estimated Water Line Size: ESTIMATES:

Estimated Project Cost:

Estimated Footage:

Other (describe):

6" \$21,050.00

100

Preliminary estimate attached hereto

Map or plat showing construction EXHIBITS:

details, a copy of which is attached hereto and made a part hereof, and marked "Exhibit A"

for identification Other (describe)

PUBLIC SERVICE COMMISSION

OF KENTUCKY **EFFECTIVE**

Non APR 0 8 2000

AGREEMENT:

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

Applicant(s) applies for water facility constant constant and conditions and conditions are sent as a sent and conditions are sent as a SECRETARY OF THE COMMISSION the terms and conditions set forth in this contract.

- Applicant(s) agrees to obtain and provide, without cost to the District, all properly signed recordable easements required by the District for this construction. 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.
- 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, and any compensation to, the Applicant(s).
- Upon approval by the District's engineer, manager, and if necessary, board of commissioners, the manager and/or 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. 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.
- estimated construction costs projects having All 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.
- 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 this contract and "Exhibit A." If there is no "Exhibit A" to this contract, the facilities 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 Manager, Assistant Manager, or Chairman. Any deposit made with this application prior to such signature shall not be construed as an acceptance hereof.
- 12. No 50-foot rule contribution or rebate will be paid since this is not a water main extension.
- 13. 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.
- 14. Any notice given hereunder shall be deemed supplied STAVICE COMMISSION in writing and sent by certified mail to District at P.O. BOKKENFUCKY Simpsonville, Kentucky 40057, and to each Applicant at EXPLOYUE Applicant's most recent billing address or, if none, then that Applicant's address as shown on this application.
- APR 08 2000)

 15. The terms of this special extension agreement, if filed with the Kentucky Public Service Commission pursuant pushent to 80.7 KAR 5.011. 5:001 Section 9(1), shall prevail over any of the District SECTION 9(1) and regulations.

 BY Septemb Ruy
- 16. Water service connection provided via this valifier of the commission a private fire protection sprinkler system only. Applicant(s) will pay the District's regular charges for this service. No domestic, farm, business or other use of water is permitted.
- 17. THE DISTRICT'S WATER SYSTEM IS DESIGNED AND CONSTRUCTED FOR RURAL DOMESTIC CONSUMPTION. THE ALLOWANCE OF CONNECTIONS FOR FIRE PROTECTION, WHETHER BY DESIGN OR IMPLICATION, IS ONLY FOR SUCH BENEFIT AS THE APPLICANT(S) MAY BE ABLE TO DERIVE FROM SUCH CONNECTION. THE CONNECTION REQUESTED BY THIS APPLICATION LIES OUTSIDE THE DISTRICT'S FIRE FLOW AREAS. DUE TO VARIOUS FACTORS SUCH AS DISTANCE FROM WATER TANK, INSUFFICIENT LINE SIZE, LACK OF WATER MAIN LOOPING, BREAKS OR OTHER EMERGENCY CONDITIONS, ETC., THERE MAY NOT BE ANY WATER AVAILABLE TO THIS CONNECTION TO FIGHT A FIRE. APPLICANT(S) ACKNOWLEDGE FIRE PROTECTION CAN ONLY BE ASSURED IF APPLICANT(S) INSTALL ON-SITE WATER STORAGE AND/OR PUMPING FACILITIES. APPLICANT(S) AGREE THE DISTRICT WILL NOT BE LIABLE IN THE EVENT OF ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM INTERRUPTIONS IN SERVICE OR INADEQUATE WATER PRESSURE OR FLOW. APPLICANT(S) WILL INDEMNIFY AND HOLD DISTRICT HARMLESS FROM ANY AND ALL CLAIMS OR LIABILITIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING DISTRICT'S REASONABLE ATTORNEY'S FEES, ARISING OUT OF THE USE OF THIS FIRE PROTECTION SERVICE CONNECTION TO FIGHT A FIRE.
 - 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: 3-3-00

WALNUT WAY FARM

Name: Walnut Way Jarn

By: Marily macfalouse

Title: President

Date: 3-3-00

MARILYN MCFARLANE

Marily Marfalane

Date: 3-8-00

WEST SHELBY WATER DISTRICT

ву: 🔟

Title: Che

FOR District USE ONLY:

Received this 3rd day of March, 2000, from Applicant for Escrow Construction: Completed Cost of Project Balance due from (to) Applicant

Completed Footage of Project District Contribution (if any)

2WTR\WS\mcfarlane.APP form 4/30/99

\$ 21,050.00

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE

APR 0 8 2000

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

SECRETARY OF THE COMMISSION

PRELIMINARY ESTIMATE

Service for barn fire protection only no domestic service figured in.

Location: Walnut Way Farm

Project No:

99-29

Client Name:

Marilyn McFarlane

Date Prepared:

December 3.

<u>1999</u>

Client Address:

2800 Shelbyville Rd.

Client Phone:

Simpsonvlle, KY 40065

Client Fax:

Water Utility:

West Shelby Water District

Utility Phone:

502-722-8944

Utility Address:

P.O. BOX 26 Simpsonville, KY 40067 Utility Fax:

502-722-0060

Special Problems:

Encroachment permit of

Number Of Tap-ons:

None

US 60

ITEM NO.	SIZE	ITEM	AMOUNT	UNIT	UNIT PRICE	TOTAL PRICE
1	6-inch	PVC Pipe	100	L.F.	\$8.00	\$800.00
2	6-inch	Tapping Gate Valve	1	EACH	\$1,450.00	\$1,450.00
3	12-inch	and Box Steel Casing Pipe, Bored	50	L.F.	\$120.00	\$6,000.00
4		Crushed Stone	25	TONS	\$10.00	\$250.00
5		Class C Concrete	1	C.Y.	\$250.00	\$250.00
6	•	Pre-Fab Valve Vault	1	EACH	\$8,000.00	\$8,000.00
7		Contingency, 10%				\$1750.00
	MOMAL CONCEDITORION.					019 500 00

TOTAL CONSTRUCTION:

\$18,500.00

DIVISION OF WATER PROCESSING FEE:

\$150.00

ENGINEERING:

\$2,000.00

INSPECTION:

By District

LEGAL \$100 PER EASEMENT +2%:

\$400.00

TOTAL NON-CONSTRUCTION:

\$2,550.00

TOTAL PROJECT:

\$21,050.00

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

APR 0 8 2000

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

STEPHAND BUL SECRETARY OF THE COMMISSION

D:\West Shelby\Walnut Way Farm\Project Estimate.doc