

EXTENSION APPLICATION
FOR
WEST SHELBY WATER DISTRICT

APPLICANT(S): See signatures at the end of the application.

NOTE: All Applicants must sign

AREA TO BE SERVED: Hwy. 148 / Clark Station Road

SERVICE APPLIED FOR: Distribution Line Extension X
Distribution Flush Hydrant 3 or 4
Distribution Upgrading _____
Distribution Relocation _____
Other (describe) _____

ESTIMATES: Estimated Water Line Size 6 inch
Estimated Project Cost \$119,098.61
Estimated Footage 19000 Feet
Other (describe) _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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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) _____

MAY 06 1998

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

CONSTRUCTION COMMENTS: Total cost per applicant is \$3,090 (\$2,500 + \$590). District contribution \$30,000. Shelby Fiscal Court contribution \$30,000.00

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.

5(a) It is understood that 19 tee's and valves will be installed in this waterline, but no hydrants are included in the installation or in the future unless property owners pay for installation of hydrants at a later date.

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. PUBLIC SERVICE COMMISSION
OPENTENTIVE
MAY 06 1998

8. All construction, labor and materials must be in accordance with the District's specifications. A payment and performance bond will be required. PURSUANT TO 807 KAR 5011.
SECTION 9(1)
BY: Stephan O Bell
SECRETARY OF THE COMMISSION

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, minus the District's construction contribution, if any, and Shelby Fiscal Court's contribution, (such net construction cost hereinafter referred to as the "Net Construction Cost"), shall be contributed equally by each initial Applicant(s) desiring service on the main extension, unless otherwise agreed between the Applicant(s). Each Applicant(s) 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 Applicant(s) (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 an equal Share to the cost of that extension. The amount of an equal Share shall be \$2,500. Each future Share so contributed shall first be paid to the District until the District's construction contribution (minus any District upsize contribution), if any, has been fully repaid. After the District's construction contribution has been fully repaid, then each future Share shall then be paid to Shelby Fiscal Court until the Court's construction contribution has been fully repaid, without interest. When the District and Fiscal Court have been so paid, any unused rebate funds shall be equally divided between all customers then having contributed a Share. At this point the amount to be contributed to the cost of the

extension by each new customer connected to that extension shall be based on a re-computation of each customer's contribution (i.e., the total construction cost minus the District's and Court's construction contributions, if any, divided each time by the new total number of customers, not including the District or Shelby Fiscal Court, who have contributed to the extension costs). After the District and Fiscal Court have been repaid in full, the District must refund to each customer that has previously contributed a Share to the cost of each main extension that amount necessary to reduce the customer's contribution to the currently calculated Share amount, provided however, that the total amount returned shall not exceed the total construction cost, without interest. No fifty-foot rule contribution or rebate will be paid by the District. All customers directly connected to this main extension for a ten year period after it is placed in service are to contribute equally to the cost of construction of the water main extension, unless otherwise agreed between all of the Applicant(s). 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. 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.

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. 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 06 1998

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

BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

APPLICANT(S):

Richard Newton, Jr.
Richard Newton, Jr.

Barbara Hockenbury
Barbara Hockenbury

Michael Brown
Michael Brown

Mark Schols
Mark Schols

Gil Tucker
Gil Tucker

Joseph Trumbo
Joseph Trumbo

William Savage, Jr.
William Savage, Jr.

Michael S. Corum
Michael S. Corum

Greg Blansett
Greg Blansett

John P. Thomas
John P. Thomas

Debbie L. Thomas
Debbie L. Thomas

John A. Shehan
John A. Shehan

Larry E. Kerr
Larry E. Kerr

Ronald W. Barber
Ronald W. Barber

J. E. Norrenback
J. E. Norrenback

William C. Dale, Jr.
William C. Dale, Jr.

Ted L. Staehle
Ted L. Staehle

Clifford Todd
Clifford Todd

5000.00

5000.00 line chg.
Latter
1 only

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Additional Applicants sign on back if necessary.

MAY 06 1998

Date: _____

WEST SHELBY WATER DISTRICT
PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: Stephan Bee
SECRETARY OF THE COMMISSION
Ray Larmee, Chairman

* * *

FOR DISTRICT USE ONLY:

Received this 20th day of Jan, 1998,
from Applicant(s) for Escrow Construction: \$ 47,706.18
Completed Cost of Project \$ _____
Balance due from (to) Applicant(s) \$ _____

Rec'd 1-23-98
Wanda Clark

Completed Footage of Project _____
District Contribution (if any) \$ 30,000.00
Shelby Fiscal Court Contribution \$ 30,000.00

2WTR\WS\HWY148\EXTENSION.98 [1/14/98]

47,500
+ 206.18 Interest
47,706.18

EO GREEN

3-10-98
WHE rec'd 2500.00