

LARGE LOT  
SUBDIVISION EXTENSION APPLICATION  
FOR  
WEST SHELBY WATER DISTRICT

APPLICANT(S): Walter & Gerta Sanner  
146 Inges Court, Shepherdsville, KY 40165  
 (Address) (Phone No.)

NOTE: All Applicants must sign

AREA TO BE SERVED: Sanner Ridge Lane

SERVICE APPLIED FOR: Distribution Line Extension X  
 Distribution Flush Hydrant X  
 Distribution Upgrading \_\_\_\_\_  
 Distribution Relocation \_\_\_\_\_  
 Other (describe) \_\_\_\_\_

ESTIMATES: Estimated Water Line Size 8 Inch  
 Estimated Project Cost \$35,518.50  
 Estimated Footage 3250  
 Other (describe) \_\_\_\_\_

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OF KENTUCKY  
EFFECTIVE

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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PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)

3 Pages BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

CONSTRUCTION COMMENTS: Applicants acknowledge they could request this project to be bid which might yield a higher or lower construction cost. Instead, Applicants have elected to proceed via change order directing West Shelby's existing contractor for the Jefferson County/Clark Station Extension, G & W Construction Co., Inc., to proceed with Applicants' Extension at the existing contract price. The facilities to be constructed under this Agreement are subject to a purchase option whereby Louisville Water Company may assume ownership and operation of such facilities.

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

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  
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8. All construction, labor and materials must be in accordance with the District's specifications. A payment and performance bond will be required.

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9. The facilities will be constructed in accordance with "Exhibit A." If there is no "Exhibit A" to this contract 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) District all necessary and proper recorded easements.

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

BY [Signature]  
SECRETARY OF THE COMMISSION

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, and any District and Fiscal Court contributions). The total 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 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 (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 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 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 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(s) 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. 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.)

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. 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.

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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 on this contract shall be in Shelby County, Kentucky.

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)  
BY SECRETARY  
SECRETARY OF THE COMMISSION

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. 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.

18. This is a large lot subdivision extension. The District has found that it expends above average District funds to flush the waterlines in such subdivisions, if they are not immediately looped and if the houses in such a development are not at least 50% constructed. Accordingly, the Applicant(s) is allowed his/her choice between the following alternatives:

Applicant's Initials      a) Applicant agrees to pay the total cost of completing a loop of this waterline, the cost of which is not included in the estimate of this project.

-or-

b) Applicant agrees to pay to the District, for the lesser of 5 years or until 50% of the lots are built out and in service, a water flushing fee in accordance with the following formula:

$$FC \left( \frac{\text{cost}}{\text{flush}} \right) = \left\{ \frac{\pi (d)^2}{4} \times L(\text{ft.}) \times 7.48 E^{-3} \left( \frac{1000 \text{gal.}}{\text{ft}^3} \right) \times WR \left( \frac{\text{cost}}{1000 \text{gal.}} \right) \right\} + \left\{ \frac{L(\text{ft.})}{2 \left( \frac{\text{ft.}}{\text{sec.}} \right)} \times \frac{1}{3600} \left( \frac{\text{sec.}}{\text{hr.}} \right) \times LR \left( \frac{\text{labour}}{\text{hr.}} \right) \times C \right\}$$

FC = cost for one line flush  
 d = pipe diameter in inches  
 L = pipe  
 WR = cost of water per 1000 gallons  
 LR = cost of labor per hour  
 C = travel time coefficient  
 Ranges from 1.2-2.0 depending on the distance traveled by water employees.

19. 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: 3-2-99

APPLICANT(S) PUBLIC SERVICE COMMISSION  
Walter Sanners OF KENTUCKY  
 WALTER SANNERS EFFECTIVE

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GERTA SANNERS

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 3-10-99

WEST SHELBY WATER DISTRICT

By: Ray Larmee  
Ray Larmee, Chairman

\* \* \*

**FOR District USE ONLY:**

Received this 2nd day of March, 1999,  
 from Applicant(s) for Escrow Construction: \$ \_\_\_\_\_  
 Completed Cost of Project \$ \_\_\_\_\_  
 Balance due from (to) Applicant(s) \$ \_\_\_\_\_

Completed Footage of Project \_\_\_\_\_  
 District Contribution (if any) \_\_\_\_\_  
 Shelby Fiscal Court Contribution (if any) \_\_\_\_\_

# PRELIMINARY ESTIMATE

based upon bid awarded to G & W Construction for Clark Station Road

Location: Sanner Ridge Lane

Project No: 98-16

Client Name: Walter and Gerta Sanner

Date Prepared: December 11, 1998

Client Address: 146 Inges Court  
Shepherdsville, KY 40165

Client Phone: 502-957-4741  
Client Fax:

Water Utility: West Shelby Water District  
Utility Address: P.O. Box 26  
Simpsonville, KY 40067

Utility Phone: (502) 722-8944  
Utility Fax: (502) 722-0060

Special Problems: Need Easement

Number Of Tap-ons: 1

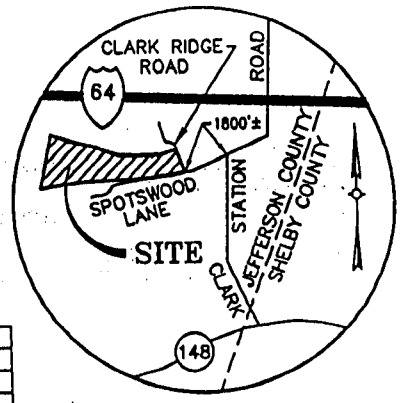
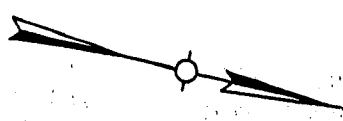
ITEM NO.	SIZE	ITEM	AMOUNT	UNIT	UNIT PRICE	TOTAL PRICE
1	8-inch	PVC Pipe	3,250	L.F.	\$5.37	\$17,452.50
2	8-inch	Gate Valve and Box	3	EACH	\$585.00	\$1,755.00
3	4-inch	Fire Hydrant and Valve	4	EACH	\$1,709.00	\$6,836.00
4	12-inch	Steel Casing Pipe, Opencut	60	L.F.	\$60.00	\$3,600.00
5		Crushed Stone	25	TONS	\$15.00	\$375.00
6	2-inch	PVC Sleeve	250	L.F.	\$4.00	\$1,000.00
7		Class C Concrete	2	C.Y.	\$150.00	\$300.00
						\$0.00
PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE APR 29 1999						\$0.00
PURSUANT TO 807 KAR 5.011, SECTION 9 (1)						\$0.00
BY: <i>Stephen D. Bell</i>						\$0.00
<b>TOTAL CONSTRUCTION:</b>						<b>\$31,318.50</b>
DIVISION OF WATER PROCESSING FEE:						\$150.00
ENGINEERING:						\$3,550.00
INSPECTION:						
LEGAL \$100 PER EASEMENT +2%:						\$500.00
<b>TOTAL NON-CONSTRUCTION:</b>						<b>\$4,200.00</b>

EXHIBIT A-1

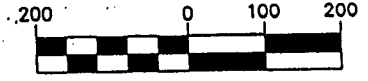
**TOTAL PROJECT: \$35,518.50**

ARTHUR C. & ELSE COMPLEN  
D.B. 4095 PG. 321

MATCH LINE  
(SEE SHEET 1 OF 5)



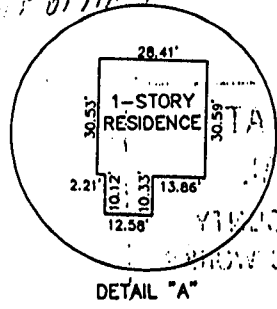
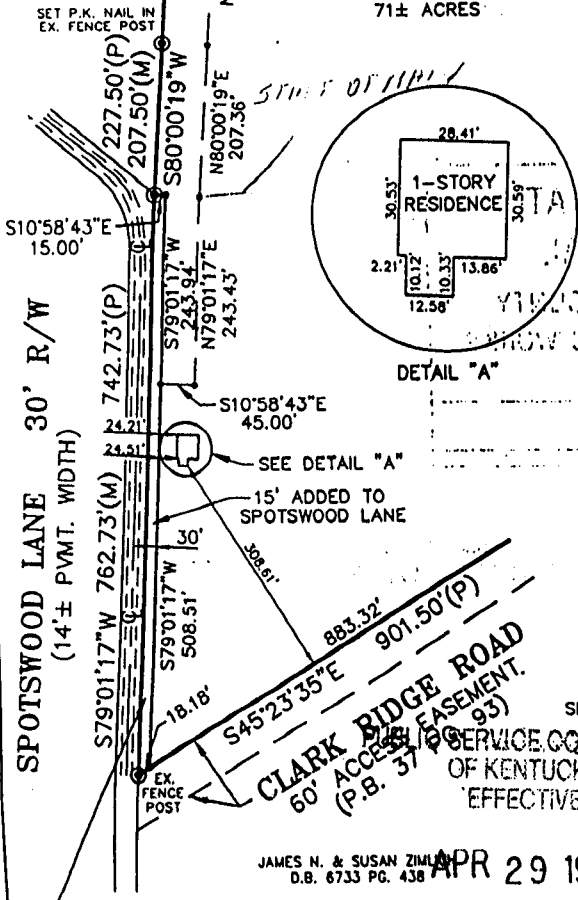
LOCATION MAP  
NO SCALE  
GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.

LINE	DIRECTION	DISTANCE
L1	N77°41'45" W	97.86'
L2	N69°10'07" W	90.13'
L3	N69°10'07" W	7.90'
L4	N80°20'58" W	104.71'
L5	S70°55'16" W	36.18'
L6	S89°21'01" W	58.75'
L7	N23°44'20" W	51.40'
L8	N85°22'50" E	84.98'
L9	S73°58'55" E	36.18'
L10	S80°20'58" E	127.98'
L11	S89°10'07" E	98.03'
L12	S77°41'45" E	80.07'
L13	N86°53'07" E	88.80'

**RESIDUAL TRACT 2**  
71± ACRES



CERTIFICATE OF APPROVAL  
APPROVED THIS 10<sup>th</sup> DAY OF July, 1998  
INVALID IF NOT RECORDED BEFORE THIS DATE 7/1999  
BY: [Signature]  
LOUISVILLE & JEFFERSON COUNTY  
PLANNING COMMISSION  
APPROVAL SUBJECT TO ATTACHED CERTIFICATES.  
SPECIAL REQUIREMENT(S): N/A  
DOCKET NO. 176-98

- NOTES**
- THE HORIZONTAL DATUM USED ON THIS PLAT WAS BASED UPON THE BEARING OF S79°01'17" W, ALONG SPOTSWOOD LANE PER A MINOR PLAT PREPARED BY CURTIS OCHS JR. OF RECORD IN DEED BOOK 5469, PAGE 366 AND DATED NOVEMBER 28, 1984.
  - DENOTES EXISTING IRON PIN WITH CAP #OCHS 331 UNLESS OTHERWISE NOTED.
  - THIS SURVEY SUBJECT TO ALL ROADWAYS, EASEMENTS, AND RIGHTS-OF-WAY, IF ANY, WHETHER SHOWN HEREON OR NOT.
  - DENOTES SET IRON PIN WITH CAP UNLESS OTHERWISE NOTED.
  - (M) - DENOTES MEASURED DISTANCE
  - (P) - DENOTES DISTANCE SHOWN ON PLAT OF SUBJECT PROPERTY RECORDED IN D.B. 5469 PG. 366.
  - NO FURTHER SUBDIVISION OF RESIDUAL TRACT 2 SHALL BE MADE UNTIL IMPROVEMENTS TO SPOTSWOOD LANE ARE CONSTRUCTED.

**MINOR SUBDIVISION PLAT**

OWNER:  
**WALTER & GERDA SANNER**  
OWNER ADDRESS: 146 INGES COURT  
SHEPHERDSVILLE, KY. 40165  
PROPERTY ADDRESS: 2400 SPOTSWOOD LANE  
FISHERVILLE, KENTUCKY 40023  
D.B. 6515 PG. 217  
TAX BLOCK 42 LOT NO. 50  
PREPARED BY:  
**BIRCH, TRAUTWEIN & MIMS, INC.**  
CONSULTING ENGINEERS-  
LANDSCAPE ARCHITECTS-PLANNERS  
4124 TAYLORSVILLE ROAD  
LOUISVILLE, KENTUCKY 40220  
SCALE: 1" = 200' DATE: APRIL, 1998

**TRACT 3**  
11,364 SQ. FT.  
0.26 ACRES  
(DEDICATED TO PUBLIC USE)

PURSUANT TO 807 KAR 5-010 OF RESIDUAL LAND  
SECTION OF TRACT 2 HEREWITH BEING SUBDIVIDED  
IS A SINGLE PARCEL OF 71± ACRES AND HAS FRONTAGE OF  
762± ON SPOTSWOOD LANE WHICH IS A PUBLIC RIGHT-OF-WAY.

STATE OF KENTUCKY  
J. CRAIG MOUNT  
2227  
REGISTERED  
LAND SURVEYOR

EXHIBIT A-2

LAND SURVEYOR'S CERTIFICATE  
I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE UNDER MY SUPERVISION, AND THAT THE ANGULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS OF GOVERNING AUTHORITIES.  
[Signature] 6-22-98  
CRAIG MOUNT, L.S. #2227 DATE SHEET 2 OF 5

JAMES N. & SUSAN ZIMMERMAN  
D.B. 6733 PG. 438 APR 29 1999

CLARK RIDGE ROAD  
60' ACCESS EASEMENT  
(P.B. 37 PG. 93)  
SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE