EXTENSION APPLICATION FOR OLDHAM COUNTY WATER DISTRICT

(Address)		(Phone No.)
NOTE: <u>All</u> Applica	· j	
AREA TO BE SERVED:	BLAKEMORE LANC	
SERVICE APPLIED FOR:	Distribution Line Extension Distribution Flush Hydrant Distribution Upgrading Distribution Relocation Other (describe)	CII OST UN - Wat mut
ESTIMATES:	Estimated Water Line Size Estimated Project Cost Estimated Footage Other (describe)	<u>10,851.44</u> - junt ma <u>3,640</u>
EXHIBITS:		
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AGREEMENT:

1. Applicant(s) applies for a water line extension upon the terms and conditions set forth in this contract. All Applicant(s) 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 Water District, all properly signed recordable easements required by the Water District for the installation and maintenance of PUBLIC SERVICE COMMISSION

OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stechino Buy 3. The water facilities constructed hereunder shall at all times be owned and maintained by the Water District. The Water District shall have the right to extend the facilities without compensation to Applicant(s) or the consent of Applicant(s). The Water District shall have the right to make service connections thereto without the consent of Applicant(s).

4. Upon approval by the Water District's engineer, superintendent, and board of commissioners, the superintendent and engineer will design and make a cost estimate of the project. Applicant(s) will, prior to construction, make a deposit to the Water District's escrow construction account of the entire estimated project cost (less any company contributions). 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 Water 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. Oldham County Water District agrees to provide the materials for the extension of water lines to the Applicant(s) (consisting of the water line pipe connections, and flush hydrants as determined by the Water District). The Applicant(s) agrees to pay all costs of installation, cost of fire hydrants and valves as shown on the attached plans. If the fire hydrants and valves are not shown by exhibits attached hereto - then it shall be the number of fire hydrants and valves required by the appropriate agency overseeing fire protection for the Applicant(s).

The Applicant(s) acknowledges that the Water District is required under P.S.C. rules and regulations to contribute the cost of 50 feet for each actual customer connected within 10 years; however, the Water District's agreements herein to provide the materials - water line pipes, connections and flush hydrants - exceeds the cost of 50 feet per customer connected. Therefore, the Applicant(s) waive this requirement and agree to the terms as set forth herein.

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

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

The Applicant(s): <u>See Signature Pag</u> Waives the right to have this project bid even though the estimated cost exceeds \$25,000,00. OF KENTUCKY

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8. The Applicant(s) grants Water 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.

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

10. 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 Water District's easements upon Applicant's property. Under no circumstances will construction begin on Applicant's property until Applicant's has granted Water District all necessary and proper recorded easements.

11. The Water 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 Water District or <u>all</u> of the Applicant(s) may terminate this agreement by written notice to the other at which time the Water District will refund the deposit less any cost incurred.

12. This agreement shall be valid and binding on the Water 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.

13. The Water District shall determine the total cost of the water main extension (exclusive of the tap on fee, and any Water District 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 Water District's approved "tap-on fee" for a meter connection to the main extension.

14. If any Applicant's account becomes delinquent, that Applicant agrees to pay the Water 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 will be in Oldham County, Kentucky.

15. Any notice given hereunder shall be deemed sufficient if in writing and sent by certified mail to Water District at P.O. Box 51, Buckner, Kentucky 40010, 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.

16. 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 Water District's rules and regulations.

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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.

APPLICANT(S)

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