

EXTENSION APPLICATION  
FOR  
WEST SHELBY WATER DISTRICT

APPLICANT(S): George F. Smith  
Box 305, Simpsonville, KY 40067 (502) 722-8970  
 (Address) (Phone No.)

NOTE: All Applicants must sign

AREA TO BE SERVED: Brooks Lane Extension

SERVICE APPLIED FOR:	Distribution Line Extension	<u>X</u>
	Distribution Fire Hydrants	<u>X</u>
	Distribution Upgrading	<u>X</u>
	Distribution Relocation	<u>        </u>
	Other (describe)	<u>        </u>

ESTIMATES:	Estimated Water Line Size	<u>6-inch</u>
	Estimated Project Cost	<u>\$28,140.00</u>
	Estimated Footage	<u>2,452 L.F.</u>
	Other (describe)	<u>        </u>

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

Portion of minor subdivision plat  
Dated May, 1993

Other (describe)         

CONSTRUCTION COMMENTS: Construction cost \$23,820. Engineer cost \$2,620. Inspector cost \$1,200. Legal Fees \$500.

AGREEMENT:

1. Applicant applies for a water line extension upon the terms and conditions set forth in this contract.

2. Applicant agrees to provide without cost to the District any 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.

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 or the consent of Applicant. The District shall have the right to make service connections thereto without the consent of the Applicant, and subject to the District's construction rebate agreement as hereinafter provided.

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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. The Applicant will, prior to construction, make a deposit to the District's escrow account of the entire estimated project cost. If the actual construction cost exceeds the estimate, Applicant will promptly pay the difference. If the actual construction cost is less than the estimate, the District will refund to Applicant 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. The construction cost shall not exceed the bid accepted by the District for the construction cost.

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SECTION 9 (1)  
George F. Smith  
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5. Applicant 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 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 "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 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 the Applicant 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 cost will be paid entirely by the Applicant. For purposes of the rebate formula below, the Applicant will be deemed to have contributed 11 "Shares," each Share being equal to the total cost divided by the total lots (11) to be served by this water distribution line.

For a period of five years after the project has been completed and placed in service, each additional non-exempt 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 a Share to the cost of that extension based on a re-computation of each Shareholder's contribution as set forth above. The customers existing along the length of this new line as of the day the agreement is signed shall be exempt from any contribution for said existing service, but any additional service to such existing customers shall be in accordance with this paragraph. Any new customer located on the lots as shown in Exhibit A shall also be exempt from any contribution as long as each lot is not re-subdivided. Each Applicant (customer) will be required to pay the District's approved "Tap-on Fee" for a meter connection to the main extension. The District must refund to the holders of each Share that have previously contributed to the cost of each main extension that amount necessary to reduce their contribution per Share to the currently calculated Share amount for each non-exempt customer connected to that extension, provided, however, that the total amount returned shall not exceed the original construction cost, without interest. All non-exempt customers directly connected to each main extension for a five year period after it is placed in service are to contribute a Share equal to all other Shares, after each rebate has been applied to such other Shares, and the cumulative amount of all Shares shall equal the total cost of the construction of the water main extension. In addition, each customer must pay the approved tap on

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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 five 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 five 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 agrees that no refund will be paid for any customer located within that subdivision (except as to any re-subdivision as provided in Paragraph 12), it being expected that the subdivider will recoup the cost of this extension in the sale of the subdivision lots. The Applicant agrees that no refunds will be paid for the currently existing customers of the District whose service lines will be moved from the existing undersized line to the new 6-inch line.

14. If Applicant's account becomes delinquent, 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.

15. 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 Applicant at \_\_\_\_\_

16. By signature hereon, Applicant 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: 9/9/93

APPLICANT

By: Harold G. S. Randall

Title: Owner

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

Henry Coal Smith

Debra J. Smith

[Signature]

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Date: 9/9/93

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By: [Signature]  
Ray Larmee, Chairman  
PUBLIC SERVICE COMMISSION MANAGER

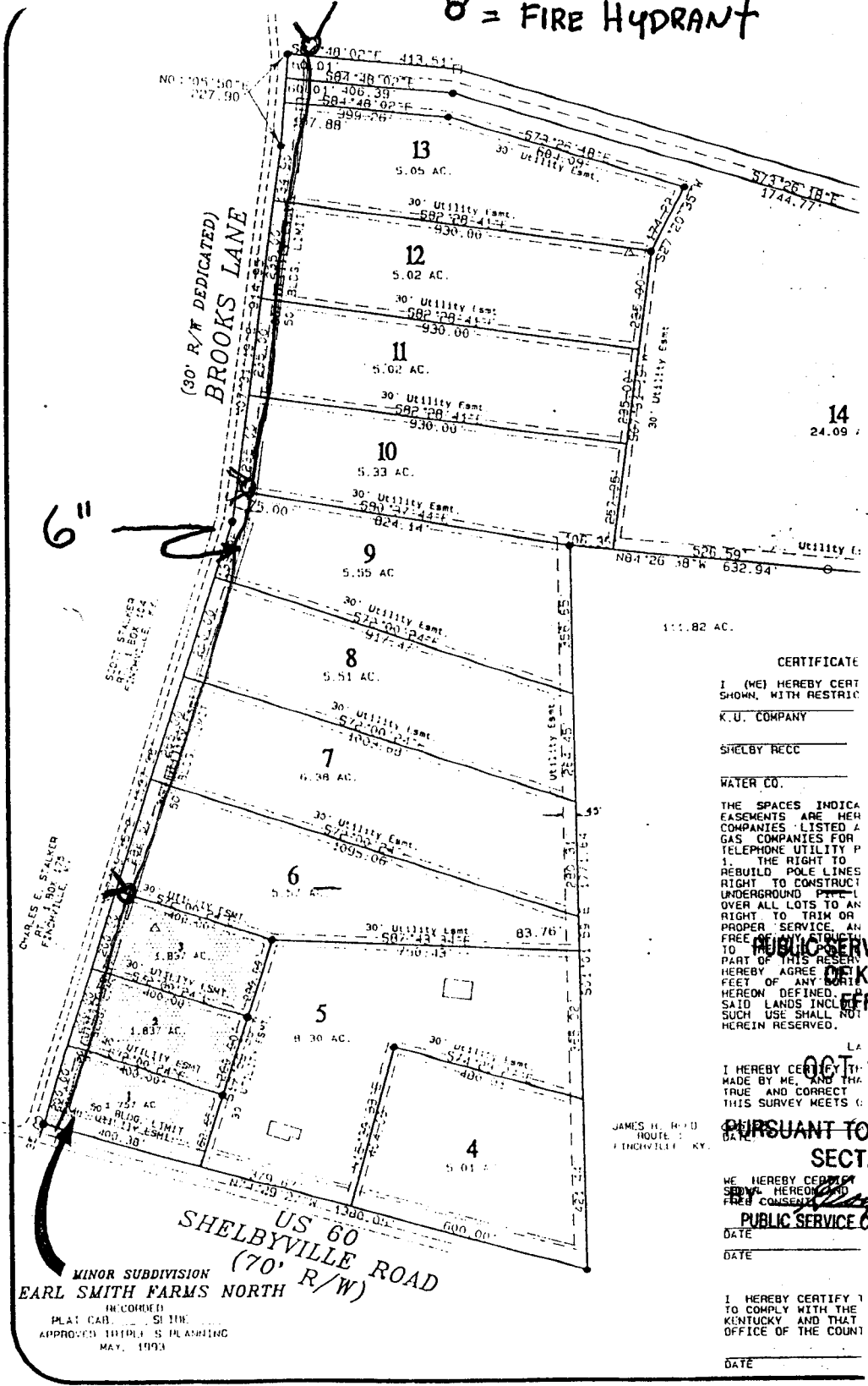
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FOR DISTRICT USE ONLY:

Received this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
from Applicant for Escrow Construction: \$ \_\_\_\_\_  
Completed Cost of Project \$ \_\_\_\_\_  
Balance due from (to) Applicant \$ \_\_\_\_\_

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

Ø = FIRE HYDRANT



MINOR SUBDIVISION  
 EARL SMITH FARMS NORTH  
 RECORDED  
 PLAT CAB. \_\_\_\_\_ S.I. 1111  
 APPROVED INITIALS PLANNING  
 MAY, 1993

US 60  
 SHELBYVILLE ROAD  
 (70' R/W)

CERTIFICATE  
 I (WE) HEREBY CERT  
 SHOWN, WITH RESTRICT  
 K.U. COMPANY

SHELBY RECC

WATER CO.

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 TELEPHONE UTILITY P  
 1. THE RIGHT TO  
 REBUILD POLE LINES  
 RIGHT TO CONSTRUCT  
 UNDERGROUND UTIL  
 OVER ALL LOTS TO AN  
 RIGHT TO TRIM OR  
 PROPER SERVICE AN  
 FREE OF CHARGE  
 TO  
 PART OF THIS RESER  
 HEREBY AGREE TO RI  
 FEET OF ANY SORT  
 HEREON DEFINED.  
 SAID LANDS INCL  
 SUCH USE SHALL NOT  
 HEREIN RESERVED.

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WE HEREBY CERTIFY  
 SHELBY RECC  
 PUBLIC SERVICE COMMISSION MANAGER

DATE

EXHIBIT  
 "A"

I HEREBY CERTIFY I  
 TO COMPLY WITH THE  
 KENTUCKY AND THAT  
 OFFICE OF THE COUNT

DATE

# WATERLINE EXTENSION ESTIMATE

Client Name GEORGE FRANK SMITH Date Prepared 8/23/93  
 Client Address P.O. BOX 305 Client Phone 633-2746  
SIMPSONVILLE, KY 40067 HOME 722-8970  
 Water Utility WEST SHELBY WATER DISTRICT  
 Location of Extension BROOKS LANE  
 Size of Main 6-INCH Number of Tap-ons 13  
 Length of New Waterline 2680 L.F. Feet  
 Special Problems - (gas line, railroad, highway, etc.) Existing 3-inch in same easement.

Construction Estimate	Unit	Cost	Totals
length of pipe	<u>2680</u>	<u>x 6<sup>50</sup></u>	<u>= 17,420<sup>-</sup></u>
number of valves	<u>4</u>	<u>x 400<sup>-</sup></u>	<u>= 1600<sup>-</sup></u>
number of <del>blowoffs</del> FIRE HYDRANTS	<u>3</u>	<u>x 1500<sup>-</sup></u>	<u>= 4500<sup>-</sup></u>
length of highway crossing	_____	<u>x _____</u>	<u>= _____</u>
length of stream crossing	_____	<u>x _____</u>	<u>= _____</u>
tons of crushed stone	<u>30</u>	<u>x 10<sup>-</sup></u>	<u>= 300<sup>-</sup></u>
tons of asphalt	_____	<u>x _____</u>	<u>= _____</u>
number of meter connections	_____	<u>x _____</u>	<u>= _____</u>
length of service pipe	_____	<u>x _____</u>	<u>= _____</u>
_____	_____	<u>x _____</u>	<u>= _____</u>
Total Construction \$			<u>23,820<sup>-</sup></u>
Engineering 11% or \$1500 minimum			\$ <u>2620<sup>-</sup></u>
Inspection <u>40 HRS @ \$30<sup>00</sup></u>			\$ <u>1200<sup>-</sup></u>
Legal \$100 per easement + 2%			\$ <u>500<sup>-</sup></u>
Total Non-Construction \$			<u>4320<sup>-</sup></u>
Total Project \$			<u>28,140<sup>-</sup></u>