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PUBLIC SERVICE COMMISSION

SPECIAL EXTENSION APPLICATION FOR WEST SHELBY WATER DISTRICT

APPLICANT(S): Sanderlin Farms (Address) 633-7300 (Phone No.)

NOTE: All Applicants must sign

AREA TO BE SERVED: Agricultural Subdivision, U.S. 60 between Joyes Station Road and Bullskin Creek

SERVICE APPLIED FOR: Distribution Line Extension 3 inch, Distribution Flush Hydrant, Distribution Upgrading, Distribution Relocation, Other (describe)

ESTIMATES: Estimated Water Line Size 3 inch, Estimated Project Cost \$15,000.00, Estimated Footage, Other (describe)

PUBLIC SERVICE COMMISSION 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)

SEP 03 1997

PURSUANT TO 807 KAR 5.011, SECTION 9 (1) [Signature]

CONSTRUCTION COMMENTS: Install under creek bridge if possible, otherwise bore U.S. 60

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.
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 actual cost of this extension will be equally paid by the Applicant and the District, with Applicant's portion not to exceed \$7,500.00. The Applicant will, prior to construction, make a deposit (not to exceed \$7,500) to the District's escrow construction account of 1/2 the entire estimated project cost. If the actual construction cost exceeds the estimate, Applicant will promptly pay 1/2 of the difference (with Applicant's total cost not to exceed \$7,500). If the actual construction cost is less than the estimate, the District will refund to Applicant 1/2 of 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 acknowledges that the project cost will include the District's reasonable supervision, engineering, legal and accounting charges attributable to this project.

6. This project will be constructed by the District or the District's contractors. 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 not 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. Since this application is for extension of water service to a subdivision, the Applicant 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.

13. 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.

14. 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 _____.

15. 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: 5-17-95

APPLICANT

By: Jordan Farms

Title: General Partner

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

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PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

Date: 6-1-95

WEST SHELBY WATER DISTRICT

By: *Ray Larmee*
Ray Larmee, Chairman

★ ★ ★

FOR DISTRICT USE ONLY:

Received this 21st day of July, 1995,
from Applicant for Escrow Construction:
Completed Cost of Project
Balance due from (to) Applicant

\$ 7500.00
\$ 7500.00
\$ — .00

Completed Footage of Project _____
District Contribution (if any) _____

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SEP 03 1997

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: *Jordan C. Neel*
FOR THE PUBLIC SERVICE COMMISSION