

WATER MAIN EXTENSION APPLICATION  
FOR  
WEST SHELBY WATER DISTRICT

APPLICANT (S): BARBATI REAL ESTATE LLC., JOE BARBATI, PRESIDENT and  
JOE BARBATI OPERATING CO., LLC.

800 READING RD., LOUISVILLE, KY 40217  
(Address)

(502) 445-4526 or (502) 636-5121  
(Phone No.)

NOTE: ALL Applicants must sign

AREA TO BE SERVED: Lot 1 Barbati Real Estate LLC Property -KFC Site

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

ESTIMATES: Estimated Water Line Size 8 inch PVC  
Estimated Project Cost \$26,425.00  
Estimated Footage 1,220 +/- L.F.  
Other (describe) \_\_\_\_\_

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 See Exhibit "A"  
Other (describe) \_\_\_\_\_

CONSTRUCTION COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 ~~an~~ Applicant for rebate purposes.  
one

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 Application (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 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 construction cost

Applicant's Initials \_\_\_\_\_

1

PUBLIC SERVICE COMMISSION  
WEST SHELBY DISTRICT  
BY Charles H. Smith  
EXECUTIVE DIRECTOR  
JAN 6 2003  
PURSUANT TO ORDER OF THE  
DISTRICT INITIALS 4900



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 sub divider 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. Each applicant acknowledges that it is a condition of the Shelby Fiscal Court contribution that Shelby Fiscal Court is repaid prior to Applicant from any construction rebates, following repayment of the aforementioned 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 collection 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 39, 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. By signature hereon, Applicant (s) acknowledge 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)

Date: 11-5-03

Name: [Signature]

By: Joe Barbati Jr.

Title: Pres.

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

Date: 11-20-03

WEST SHELBY WATER DISTRICT

By: [Signature]  
Ray Larmee, Chairman

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

IAN 02 2003

PURSUANT TO 807 KAR 5:001  
SECTION 9 (1)

BY [Signature]  
EXECUTIVE DIRECTOR

# PRELIMINARY ESTIMATE

*This estimate was made from a plat dated September 2003, prepared by Vector Development. No field investigations were made. Final costs will be different.*

**Location:** Rear of Lot 2A, Jeanie Drive

**Project No:**

**Client Name:** KFC c/o Joe Barbati, Jr.,  
Barbati Enterprises, Inc.

**Date Prepared:** October 9, 2003

**Client Address:** 800 Reading Road  
Louisville, KY 40217

**Client Phone:** (502) 636-5121

**Client Fax:**

**Water Utility:** West Shelby Water District

**Utility Phone:** (502) 722-8944

**Utility Address:** P.O. Box 39  
Simpsonville, KY 40067

**Utility Fax:** (502) 722-0060

**Special Problems:**

**Number Of Tap-ons:** 3

ITEM NO.	SIZE	ITEM	AMOUNT	UNIT	UNIT PRICE	TOTAL PRICE
1	8-inch	PVC Pipe	1,220	L.F.	\$10.00	\$12,200.00
2	8-inch	Tapping Valve & Box	1	EACH	\$1,500.00	\$1,500.00
3		Steel Casing Pipe, Opencut	30	L.F.	\$60.00	\$1,800.00
4		Crushed Stone	50	TONS	\$15.00	\$750.00
5		Class C Concrete	2	C.Y.	\$150.00	\$300.00
6		Asphalt	3	TONS	\$75.00	\$225.00
7		Fire Hydrant and Valve	2	EACH	\$2,000.00	\$4,000.00
8		Site Videotaping	1	EACH	\$200.00	\$200.00
9		Contingency, 10%	1	L.S.	\$1,720.00	\$1,720.00
<b>TOTAL CONSTRUCTION:</b>						<b>\$22,695.00</b>

**DIVISION OF WATER PROCESSING FEE:** \$150.00

**ENGINEERING:** \$2,080.00

**INSPECTION:** \$1,500.00

**LEGAL \$100 PER EASEMENT +2%:**

**TOTAL NON-CONSTRUCTION:** \$3,730.00

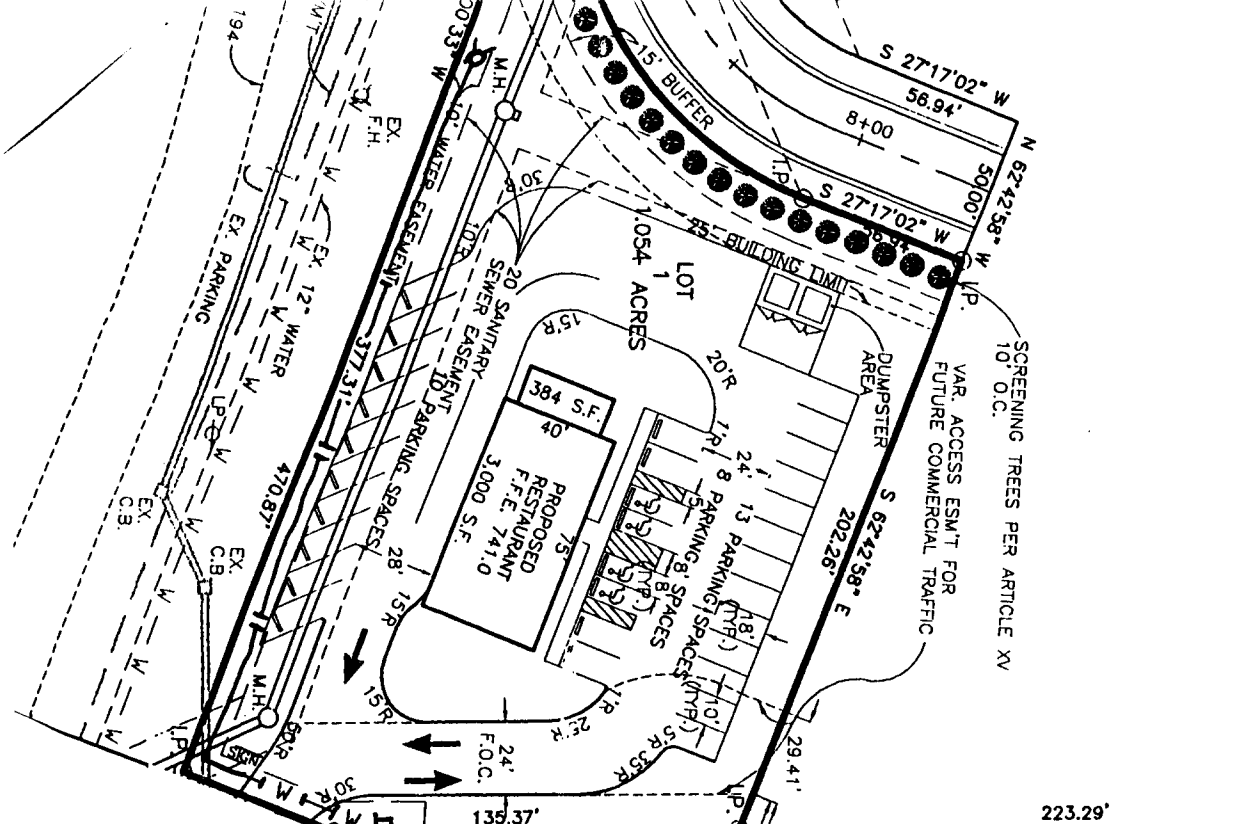
**TOTAL PROJECT: \$26,425.00**

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 02 2003

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

BY Cherry L. Dorn  
EXECUTIVE DIRECTOR



223.29'

206

WOLBERT STORES, INC.  
701 S. HILLTOP BLVD.  
SHELBYVILLE, KY. 40065  
O.B. 215 - PG. 89

MART & BRUCE A. HORTON  
1001 BARBOUR UNION DRIVE  
SHELBYVILLE, KY. 40024  
O.B. 217 - PG. 89

TRACT 2A  
0.800 ACRES  
S 86°46'05\" E  
343.91'

TRACT 2B  
2.279 ACRES  
S 86°46'05\" E  
343.91'

ROGER D. & PATRICIA M.  
347 HILL-N-DALE  
SHELBYVILLE, KY. 40065  
O.B. 239 - PG. 631

DOROTHY SZOSTAK MELON  
357 HILL-N-DALE  
SHELBYVILLE, KY. 40065  
O.B. 238 - PG. 630

MICHAEL M. & KAREN J. J.  
417 HILL-N-DALE  
SHELBYVILLE, KY. 40065  
O.B. 239 - PG. 578

ROBERT S. & PAULA MOOR  
5911 SHELBYVILLE RD.  
SIMPSONVILLE, KY. 40067  
O.B. 207 - PG. 196

50' R/W GRANIE DRIVE EXISTING ROAD

TRACT 1A  
0.935 ACRES  
S 86°59'32\" E  
223.84'

TRACT 1B  
1.014 ACRES  
S 86°59'32\" E  
223.84'

SERVICE COMMISSION  
KENTUCKY  
PURSUANT TO 807 KAR 5:011  
SECTION 9(1)

BY [Signature] EXECUTIVE DIRECTOR

EXHIBIT "A"