

WATER LINE EXTENSION AGREEMENT

THIS AGREEMENT made and entered into on _____, by and between Warren County Water District, P.O. Box 10180, Bowling Green, Kentucky, 42102-4780 (hereinafter referred to as the "District"), and _____, (hereinafter referred to as the "Developer"), whose address is _____.

WITNESSETH:

WHEREAS, the Developer is the owner and developer of a certain area of land located in Warren County, Kentucky, and which property is located at _____ and is identified for development purposes as: _____. (Name of Public Project, residential subdivision, commercial or mixed-use development);

WHEREAS, the Developer is desirous of extending and constructing water mains and appurtenances in order to provide water service to that certain area described above, (hereinafter referred to as the "Development,") and which is to be immediately made available as construction sites for residential and/or other structures; and

WHEREAS, the District is desirous of providing the water service herein described.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, the District and the Developer covenant and agree as follows:

- 1. The Developer shall employ a Professional Engineer (Developer's Engineer), licensed in

Kentucky, to prepare detailed construction plans of the proposed extension within the Development. The plans shall comply with the District's Design Standards for Extensions. The Developer's Engineer shall submit the plans to the District for its review and approval and the Developer's Engineer may be required by the District to revise the plans prior to the District issuing its written approval. When the plans are approved by the District, an AutoCad file shall be delivered to the District for its use in producing as-built drawings.

2. After approval by the District, the Developer shall obtain approval from the Kentucky Energy and Environment Cabinet, Department for Environmental Protection, Division of Water before any work is performed on extending water mains. This requirement is in accordance with the Kentucky Public and Semipublic Water Supplies regulations (401 KAR 8:100) as relates to Kentucky Revised Statutes Chapter 224.

3. The Developer will obtain **and record** all required easements, both inside and outside of the Development. The District's standard easement form must be executed by the property owners involved to allow the District access to the proposed water lines. A permit or letter of authorization must be obtained from the applicable city, county or state agency if proposed facilities encroach in existing public rights of way. The Developer is responsible for restoring any right of ways obtained for the required work including county, city and state right of ways.

4. The District shall perform routine engineering and daily construction inspections on the Development with the Developer reimbursing the District for actual costs involved with engineering and inspection, including work required for as-built drawings, and all other costs incurred by the District related to the water line extensions to serve the Development. **The District shall estimate the cost of services based on the linear footage of the proposed water mains.** Before any water line construction begins, the Developer shall deliver a deposit to the District in the amount equal to its estimated costs. If the construction period approaches the time estimated and/or the deposit for services is nearly expended, all construction work shall cease until the Developer makes an additional deposit to the District to cover an additional estimate of the work to be performed by the District. The Developer shall employ a Contractor who shall schedule his work so that the District's services are not required on Saturdays, Sundays or any holiday observed by the District. **The District shall waive inspection fees for Public Projects. Public Projects are projects funded by and constructed for the benefit of state, county, or city governments or public-school systems.**

5. All water lines and appurtenances shall be constructed in accordance with the approved plans and the District's Standard Specifications for Extension Agreements. The Developer's construction Contractor shall be experienced in the type of work to be performed and shall be approved in writing by the District's Engineer before the Developer enters into an agreement with the Contractor. The Developer shall be responsible to direct the Contractor and shall authorize and direct all work to be performed in a continuous orderly manner as approved by the District's Engineer at a pre-construction meeting between the Developer, the Contractor and the District's Engineer. If the Contractor does not perform the work in a continuous orderly manner, the Developer shall notify his Contractor to discontinue work until such time as the work can be completed in an orderly manner. The District's Engineer shall have authority to direct the Contractor to cease work until the Developer, the Contractor and the District's Engineer agree on a construction schedule that is mutually acceptable. The District reserves the right to close any Developer's project that remains inactive or shows no construction progress for a period exceeding 3 months. Projects that are closed due to inactivity must be resubmitted for review and approval prior to resuming construction. Resubmitted projects will be evaluated under the District's current standards, specifications, and applicable fees.

6. Water mains shall normally only be extended parallel/perpendicularly to an existing or proposed public road which is regularly maintained to allow daily travel. The Developer's Contractor will install service lines and curb stops to every lot within the Development. The Developer's Contractor will be responsible for meeting street compaction requirements of the Planning Commission, the County Road Department, or any other agency.

7. The water lines shall be constructed initially with consideration for future grade work; however, if in the future, the area through which this water line construction passes requires grade work, and adjustments to the water line, fire hydrants, and appurtenances are required, the Developer agrees to reimburse the District for expenses incurred for said adjustments. Any changes in the original development plan which cause adjustments to water system facilities, including service lines, will be at the expense of the Developer. If such adjustments to facilities are required, the District will estimate the cost, and the Developer will pay an advance deposit in that amount for the District to make the adjustments. The District will not sign a revised plat until the advance deposit is paid by the Developer. Connection of the water line extension to

the existing water system does not constitute acceptance of the facilities by the District. When the Developer's Contractor requests it, the District will perform a final inspection of the extension. A list of any items not conforming to the approved plans and standard specifications will be provided to the Developer and his Contractor. When all items on this list are performed the construction will be considered complete. The Developer shall provide the District with a summary of all construction costs. The Developer and his Contractor shall each provide a Release of Liens to the District indicating that all costs related to the water line extension have been paid. When the construction is complete, Releases of Liens and the Construction Cost Summary are delivered as described above and any amounts due the District are paid by the Developer, the District will notify the Developer in writing of its acceptance of the extension. The District will not provide service to any customers on the water line extension until it is accepted.

8. The Developer shall guarantee all materials and work included in the water line extension for a period of one year from the date it is accepted by the District. Defective materials or work that does not jeopardize service to the District's customers may be corrected by the Developer's Contractor. However, whenever there is any defect in the work or a complaint from anyone granting an easement or right of way and the developer fails to act in a reasonable time in the judgement of the District, then the District may take such action deemed necessary. Anytime a failure of the water line extension work creates an emergency which threatens service or poses an inconvenience to the District's customers the District may perform the work. Work may be performed by the District under the above conditions prior to the commencement of the warranty period. The Developer shall pay the District for the actual cost of all such work. The ending date for the warranty period will be included in the District's acceptance letter.

9. Upon completion of construction of the water line extension to serve the Development and acceptance by the District, the Developer shall relinquish any and all control over the facilities covered by this Agreement and the facilities constructed in accordance with this Agreement shall become the property of the District. The District shall thereafter be responsible for routine maintenance of the water line extension serving the Development.

10. The District is specifically granted the right to make extensions to any water lines which

are the subject of this Agreement, at no expense to the Developer, and without any reimbursement to the Developer for any connections made on said extensions constructed by the District. Final authority relative to additions, extensions, taps, and/or uses of the subject water mains and appurtenances shall rest solely with the District.

11. Any reasonable legal expense incurred by the District to enforce provisions of this Agreement shall be paid by the Developer.

12. The Developer or the person applying for service shall pay the standard tap-on fee(s) based on the established connection charge for each size service requested, without exception, as set forth in the District's tariff on file with the Kentucky Public Service Commission.

13. The Developer will be partially reimbursed by the District for the cost of constructing distribution mains in a Development under the following terms and conditions:

- A. The Developer must qualify for reimbursement within a term of ten (10) years from the date of this Agreement.
- B. For each service connection added, except for laterals or extension to the extension, or special metering assemblies solely used for fire protection, the Developer shall, upon his request, be reimbursed by the District the cost of fifty (50) feet of the extension in place for each service connection made to the distribution main constructed to serve the Development.
- C. The reimbursement amount for each connection shall be the actual cost to construct fifty (50) feet of the distribution line serving the Development. This amount must be supported by documentation of construction costs. Both the cost and the documentation of the cost must be found to be satisfactory by the District's engineer before any reimbursement will be made.
- D. The District will make reimbursements once each six (6) month period, but in no event shall reimbursement be paid for connections after ten (10) years from the date of this Agreement, or after the original cost of extension has been recovered by the Developer.
- E. No reimbursement shall be made for connections within the Development itself.

IN WITNESS WHEREOF, The parties have executed this Agreement with the signatures of their authorized representatives on the date indicated below.

WARREN COUNTY WATER DISTRICT

BY: _____
General Manager

Date: _____

DEVELOPER

BY: _____

Title: _____

Date: _____