

CANCELLED

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January 1, 2023

NEW LINE EXTENSION CONTRACT
FOR DEVELOPERS IN A PROPOSED REAL ESTATE SUB **KENTUCKY PUBLIC
SERVICE COMMISSION**

This AGREEMENT made and entered into by and between the EDMONSON COUNTY WATER DISTRICT, of Brownsville, Edmonson County, Kentucky, hereinafter called the "District", and _____ of _____, Kentucky hereinafter called the "Developer", whether one or more;

WITNESSETH: That

WHEREAS, the District has engaged in the treatment, transmission and sale of potable water; and

WHEREAS, the Developer is the owner of real property capable of being sub-divided, and has no public water service; and

WHEREAS, The District desires to serve developer with water and developer desires to receive such water service, but the District has not the funds, equipment or manpower to lay and construct lines to serve the Developer;

NOW, THEREFORE, THE PARTIES AGREE:

(1) Developer shall prepare or cause to be prepared and submit plans for the construction of water transmission lines, which shall comply with all regulations of any responsible agency or agencies of the Commonwealth of Kentucky, at the cost to Developer. Said plans shall be prepared in consultation with the Manager of the District and shall comply with specifications established by the District. After approval by the appropriate state agencies, said plans shall be submitted to the Commissioners of the District for consideration or approval.

(2) The Developer and manager of the District shall determine the total cost of the proposed water main extension (exclusive of the meter connections) and the total length of the extension, the expected minimum number of potential water customers. Construction to be done in the most economical manner available. If construction is done by someone other than the District, then the District shall inspect the construction. Copies of quotes, bids, checks, etc., shall be filed with the District for verification of cost where it shall be open to public examination.

The District shall pay that portion of the cost of the water main extension equal to 50 feet for each applicant for service. Each year for a period of ten years after the original construction of the main extension the District will refund an amount equal to the cost of 50 feet of the construction cost for each additional customer connected to the system but in no case shall the total amount refunded exceed the total amount of the construction cost.

(3) Developers and District together shall obtain all easements, licenses or permits for rights-of-way required for transmission lines agreements.

(4) The District has the right to extend the lines laterals therefrom or to connect any customer desiring service of the approved "Tap-on-fee".

**KENTUCKY
PUBLIC SERVICE COMMISSION**

JEFF PEROVEN
EXTENSION DIRECTOR

TARIFF BRANCH

Brent Kirley
EFFECTIVE
7/15/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(5) The Developer shall notify the District when construction is complete, including all construction clean-up and Bacteriological approval, the District will accept possession of the water transmission line for the purpose of meter installing and serving customers and general maintenance; and the Developer shall convey the title to all water transmission lines, their appurtenance, to the District, its successors and assigns, with covenants that there are no liens or encumbrances on said lines at the time the line is put in service.

IN TESTIMONY WHEREOF, witness the hands of the Chairman of the Edmonson County Water District and the Developer the day and year appearing to the right of their signatures.

CANCELLED

January 1, 2023

**KENTUCKY PUBLIC
SERVICE COMMISSION**

Developer Date

Attest: Date

Chairman

Attest: Sec-Treas.

STATE OF KENTUCKY
COUNTY OF -----SCT.

**KENTUCKY
PUBLIC SERVICE COMMISSION**
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Brent Kirtley
EFFECTIVE
7/15/2011
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)