

AGREEMENT FOR WATER SERVICE

AGREEMENT made September 26, 2017, between HENDERSON COUNTY WATER DISTRICT., P.O. Box 655, Henderson, Kentucky 42419 (hereinafter called the "Seller" of "HCWD"), and SUSAN COX DEVELOPMENT, LLC, 2768 North Highland Ave., Jackson, TN 38305, with a proposed service address at 6501 Hwy. 416 W., Robards, KY 42452 (hereinafter called the "Consumer"), a corporation.

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase potable water at the aforementioned location upon the following terms:

1. **PAYMENT**

A. The Consumer shall pay the Seller for service hereunder ON AND AFTER THE "Service Commencement Date" (as defined in this agreement) at the rates upon the terms and conditions set forth in Seller's Tariff on file at the Kentucky Public Service Commission, as it may be amended from time to time.

B. [RESERVED]

C. [RESERVED]

D. Bills for service hereunder shall be paid at the office of the Seller at the HCWD office, at 655 S. Main Street, Henderson, KY 42420 or by mail to its post office box identified above.

E. Such payments shall be due as stated in S furnished during the preceding monthly billing period.

F. If the Consumer shall fail to make any such payment within fifteen (15) days after such payment is due the Seller may discontinue

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service to the Consumer upon giving fifteen (15) days' written notice to the Consumer of its intention so to do, provided, however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

- G. The Consumer agrees that if, at any time, the rate under which the Seller purchases water at wholesale is modified, the Seller may make an equivalent modification in the rate for service hereunder upon approval of the rate by the Public Service Commission of Kentucky.
- H. Consumer acknowledges that it has requested Seller to extend a water line for the primary purpose of serving Consumer. Accordingly, Consumer further agrees to pay, on the terms stated in this Section 2 and Section 5 below, any charges incurred by Seller arising out of, related to or connected with providing service to Consumer under this Agreement being the charges that are billed to Seller by its engineering firm and construction contractor.
- I. Consumer's payment obligations under this Section 2 and Section 5 shall survive termination of this Agreement.

2. **CONTINUITY OF SERVICE**

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of water hereunder. If the supply of water, shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, maintenance work, inability to secure right-of-way, or any other cause beyond the

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reasonable control of Seller, then Seller shall not be liable therefor or for damages caused thereby.

3. **RIGHT OF ACCESS**

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's property and premises at all reasonable times in order to carry out the provisions hereof.

4. **TERM AND SERVICE COMMENCEMENT DATE**

This Agreement shall become effective upon the approval or acceptance by the Kentucky Public Service Commission and shall remain in effect so long as water is delivered to Consumer's service address stated above.

5. **CONSUMER CONTRIBUTION, TERMINATION CHARGE AND DEPOSIT**

A. Extension of service to Consumer's delivery point requires construction of certain facilities (the "Facilities") by Seller. A description of the Facilities is contained in the attached Exhibit A.

B. Seller currently estimates the cost of extending water line service Facilities will be \$30,500. Consumer shall be responsible for the actual cost to Seller regardless of whether the costs are above or below the estimate. Consumer shall pay the Seller for all sums due within thirty (30) days of invoice by Seller to Consumer.

C. Upon the termination of this Agreement for any reason, in addition to any other amounts due under this Agreement, Consumer shall pay Seller a termination charge (the "Termination Charge") equal to the amount of the deposit.

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of the costs incurred by Seller in designing, implement and constructing the Facilities.

D. In addition to the above, Consumer shall pay a customary deposit and tap fee for the size meter requested by Consumer.

E. Any cash deposit will earn interest in accordance with law, and interest earned will be paid annually to Consumer. Annually the Parties shall adjust the deposit reasonably to reflect changes in the amounts of the obligations of Consumer secured by the deposit.

G. Consumer's obligations under this Section 5 shall survive termination of this Agreement.

6. **SUCCESSION AND APPROVAL**

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto and may be assigned by Consumer with the consent of Seller, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Consumer shall not relieve Consumer of its obligations to Seller hereunder unless Consumer has been expressly relieved of those obligations by Seller, in writing. This contract shall not be effective unless approved or accepted in writing by the Kentucky Public Service Commission.

7. **ADDENDA**

The addenda to this agreement are attached hereto as a part of this agreement for water service.

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8. INDEMNIFICATION

Consumer agrees to indemnify and hold Seller harmless from and against any and all claims, demands, damages, judgments, losses or expenses asserted against Seller by or on behalf of any contractor arising out of, related to the Facilities project.


9. NOTICE

Except as herein otherwise expressly provided, any notice, demand or request provided for in this Agreement, or served, given or made in connection with it, shall be in writing and shall be deemed properly served, given or made if delivered in person or by any qualified and recognized delivery service, or sent by United States mail postage prepaid to the persons specified below unless otherwise provided for in this Agreement.

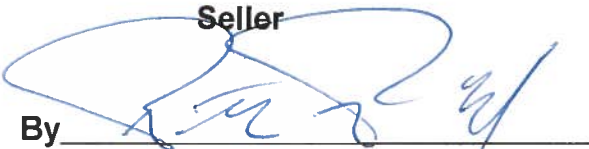
TO CONSUMER: Susan Cox Development, LLC
2768 North Highland Ave.
Jackson, TN 38305
Telephone (731) 660-2391
Facsimile (731) 613-7102

TO HCWD:
Superintendent
P.O. Box 655
Henderson, Kentucky 42419
Telephone: (270) 826-9802
Facsimile: (270) 826-9808

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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HENDERSON COUNTY WATER DISTRICT

Seller
By 

Printed Name Pete Conrad

Title Superintendent

Susan Cox Development, LLC
Consumer

By 

Printed Name Susan Cox

Title Owner

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August 14, 2017

Pete Conrad
Superintendent
Henderson County Water District
655 S. Main Street
PO Box 665
Henderson, KY 42419

RE: KY 416 Extension

Dear Mr. Conrad,

HDR appreciates the opportunity to provide Henderson County Water District with this proposal for engineering services related to the KY 416 waterline extension project. The scope of work, as we understand it, would include designing a proposed 6" waterline that will connect to an existing 12" line near HWY 41 and extend east along 416 and connect to the proposed 3" waterline near Swann Lane. Please find below a scope of services for your consideration.

In general the scope of services provided by HDR shall include the following:

1. Project Management
2. Survey
3. Design, Permits, and Specifications
4. Bidding Assistance
5. Construction Services

1. Project Management

- Project Setup/Invoicing
- QA/QC

2. Windshield Survey

For this simple of a project, we do not anticipate any field survey being necessary to complete the design of the project. HDR will make a utility locate call and utilize existing aerials along with a site visit to establish a base plan for the proposed water extension.

hdrinc.com

4645 Village Square Drive, Suite F, Paducah, KY 42001-7448
270-444-9691

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3. Construction Plans, Permits, Specifications

The design of the project will include but not necessarily be limited to the following:

- Title Sheet and Details
- Construction Notes
- Plan Sheet
- Bidding and Technical Specifications

For this project, it is anticipated a Kentucky Division of Water permit and KYTC Encroachment permit will be required. HDR will help the District procure both permits for this project.

4. Bidding Assistance

The following services will be provided at a minimum:

- Advertise the project in a local paper
- Answer any questions and produce addendums as necessary
- Attend a bid opening
- Prepare a certified bid tabulation and recommend award

5. Construction Services

The following services will be provided at a minimum:

- Inspection Services (Estimated 3 days construction and testing)
- Answer any RFI's by the selected contractor
- Review and recommend payment (1 request anticipated)
- Provide closeout letter to the Division of Water
- Provide the District with record drawings

Please note that this project does not include any easement acquisition. It is anticipated that the proposed line shall be constructed in existing rights of way.

HDR will perform the scope of work provided herein for a Lump Sum fee of \$10,420.

This project fits well with our current obligations. Given timely notice to proceed, we can begin immediately.

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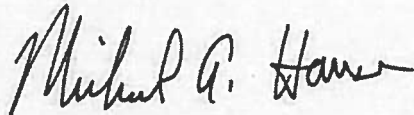
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For planning purposes, we have reviewed the proposed project and offer the following engineers estimate of cost. Please note that this estimate is preliminary and can be better defined once a final design complete.

Item	Quantity	Unit Price	Total Cost
6" Waterline	575 FT	\$20	\$11,500
Fire Hydrant Assembly	1 Each	\$3000	\$3,000
Connect to Ex. Waterline	2 Each	\$1250	\$2,500
Traffic Control	1 LS	\$1000	\$1,000
Seeding & Restoration	1 LS	\$1000	\$1,000
Mob/Demob	1 LS	\$1000	\$1,000
Project Cost			\$20,000

We appreciate the opportunity to provide Henderson County Water district with this proposal for engineering services. If you should have questions, please do not hesitate to call.

Sincerely,
HDR Engineering, Inc.



Michael A. Hansen, P.E.
Project Manager

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