

RECEIVED

JAN 08 2001

PUBLIC SERVICE COMMISSION

LINE IMPROVEMENT CONTRACT

Whereas, the Henry County Water District #2 (hereinafter the "District") is a non-profit public utility engaged in providing drinking water for public consumption in Henry, Oldham, Trimble, Shelby and Carroll Counties in the Commonwealth of Kentucky;

And Whereas, the District is regulated by the Kentucky Public Service Commission and State Division of Water;

And Whereas, a need has arisen to improve a certain portion of the distribution system for said utility to allow development of certain parcels of real estate located along or near US Highway 42 and Hwy 153 in Sligo, Henry County, Kentucky;

And Whereas, said properties are to be developed by the individual named hereinafter who is desirous of having the line improvement contemplated performed by the District in order to allow service to the areas to be developed;

And Whereas, it is understood that said improvements as contemplated will merely return the system to the same hydraulic conditions as existed prior to said development;

NOW THEREFORE, this Line Improvement Contract made and entered into this 29 day of ~~October~~ ^{December}, 2000, by and between the Henry County Water District #2, P.O. Box 219, Campbellsburg, Kentucky 40011 and Mr. Cecil Whitaker, P.O. Box 114, Pendleton, 40055 (hereinafter the "Developer"),

WITNESSETH: that for and in consideration of the mutual promises and covenants set out hereinafter, the parties hereto agree as follows:

1. The Developer shall cause an improvement to the District's distribution system to be made along or near US Highway 42 and Hwy 153 in Sligo, Henry County, Kentucky which improvement would consist of laying approximately 1800 feet of ten (10) inch line and 1000 feet of four (4) inch line. This improvement shall be made by the contractor of the Developer's choosing subject to the approval of the District. The purpose of this extension would be to offset the hydraulic impact of the proposed development located near Pendleton, Henry County, Kentucky known as the Whitaker Acres Subdivision on the District's system.

PUBLIC SERVICE COMMISSION OF KENTUCKY
EFFECTIVE

FEB 07 2001

PURSUANT TO 807 KAR 5.011, SECTION 9 (1)
BY: Stephan D. Bee
SECRETARY OF THE COMMISSION

2. The Developer would be solely responsible for the actual costs and construction of said improvements estimated to be in the sum of \$55,000.00. The District in no way warrants that this is the actual cost of improvement. The Developer specifically agrees and understands that it shall be fully responsible for the actual finished cost of this project inclusive of but not limited to all costs of construction, warranty bonds and easement preparation and acquisition costs but specifically excluding engineering and plan preparation costs associated with design of the new transmission mains, obtaining state highway permits, on site inspection and obtaining Kentucky Division of Water Approval. All work shall be done in compliance with the District's "Standard Specifications and Drawings." The Developer acknowledges that the project cost will also include the District's reasonable supervision, legal and accounting charges attributable to the project not to exceed \$10,000.00. The Developer further acknowledges that the estimated cost does not include any fee required to be paid for connecting to the system.

3. The Developer shall secure all necessary easements. Any expense associated with the design or the procuring of the easements that is borne by the District, either directly or indirectly, shall be passed on to the developer as hereinafter enumerated. Failure of the developer to pay a cost within fifteen days of receipt of a notification that said amount is due shall result in the District refusing to allow the Developer to connect to the distribution system.

4. As additional conditions and covenants, Developer will bear all liability for any loss during construction and will warranty all work for a period of one year following acceptance.

5. The contractor who is selected by the Developer must be approved by the District. The contractor's bonding, the warranty period of his work, and his submittal of shop drawings of materials shall fully comply with the District's "Procedures and Requirements for the Development of Water Line Extensions."

6. It is agreed and understood that this contract shall in no way be considered a final approval of any of the developments as such approval is contingent upon

PUBLIC SERVICE COMMISSION
EFFECTIVE
FEB 07 2001

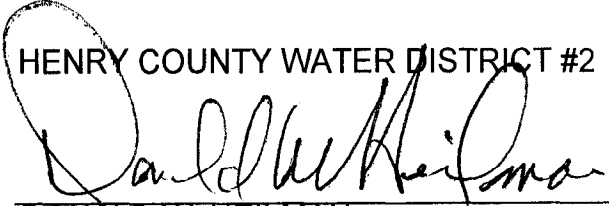
PURSUANT TO GOV. CHARTER
SECTION 9 (1)
SECRETARY OF THE COMMISSION

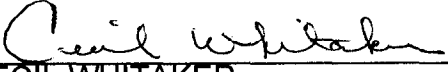
compliance with the current District guidelines for specifications, drawings and other project submittal requirements. All construction, labor and material must be in accordance with the District's specification. The contractor chosen shall be required to post a warranty bond in favor of the District.

7. The improvements constructed hereunder shall at all times be owned by the District. The District shall have the right to extend the facilities without compensation to the Developer or the consent of the Developer.

8. It is further understood that no work of any kind shall commence until all necessary approvals including approval of this contract are received from the Public Service Commission, the Division of Water and any other necessary and appropriate regulatory agency and all necessary easements are obtained and recorded.

Witness the hands of the undersigned on the date first above written.

HENRY COUNTY WATER DISTRICT #2

DONALD W. HEILMAN
CHIEF OPERATING OFFICER



CECIL WHITAKER

C:\MyFiles\HCWD #2\HCWD #2 Agreement Whitaker.wpd

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 07 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: 
SECRETARY OF THE COMMISSION