

CANCELLED

WD 15 (REV. 08/2007)

April 1, 2023

WATER LINE EXTENSION AGREEMENT

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

KENTUCKY PUBLIC SERVICE COMMISSION

WITNESSETH: That, whereas, the Developer is the owner and developer of a certain area of land located in _____ County, Kentucky, and which property is identified as _____.

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

WHEREAS, the Utility 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 Utility 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. The plans shall comply with the Utility's Design Standards for Extensions. The Developer's Engineer shall submit the plans to the Utility for its review and approval and the Developer's Engineer may be required by the Utility to revise the plans prior to the Utility issuing its written approval. When the plans are approved by the Utility, an AutoCad file shall be delivered to the Utility for its use in producing as-built drawings.

2. After approval by the Utility, the Developer shall obtain approval from the Kentucky Department for Natural Resources and 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 the Kentucky Revised Statute 224.

3. The Developer will obtain all required easements, both on and off the Developer's property. The Utility's standard easement form must be executed by the property owners involved to allow 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 Utility shall perform routine engineering and daily construction inspection with the Developer reimbursing the Utility for actual costs involved with engineering and inspection, including work required for as-built drawings, and all other costs incurred by the Utility related to the extension. The Developer's Contractor shall provide an estimate of the construction period and based on this, the Utility will estimate the cost of its services. Before any water or sewer construction begins, the Developer shall deliver a deposit to the Utility 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 Utility to cover an additional estimate of the work to be performed by the Utility. The Developer shall employ a Contractor who shall schedule his work so that the Utility's inspection services are not required on Saturdays, Sundays or any holiday observed by the Utility.

5. Connections to the existing system shall be made by Utility personnel with the actual cost of the connections paid by the Developer. The Utility will estimate this cost before construction begins and the Developer will include this amount with the deposit described in Item 4 above.

6. All water lines and appurtenances shall be constructed in accordance with the approved plans and the Utility'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 Utility'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 Utility's Engineer at a pre-construction meeting between the Developer, the Contractor and the Utility'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 Utility's Engineer shall have authority to direct the Contractor to cease work until the Developer, the Contractor and the Utility's Engineer agree on a construction schedule that is mutually acceptable.

7. Water mains shall only be extended parallel to an existing or proposed public road which is regularly maintained to allow daily travel and the following requirements shall apply:

- A. Where there is a new street or road to be constructed, the rough grade work for the street or road and drainage facilities must be completed prior to the installation of the water main and services. The Utility will, at its own expense install service lines to every other lot across the new street or road from where the water main is installed. The Utility will not be responsible for meeting street compaction requirements of the Planning Commission, the County Road Department, or any other agency. Compaction of service line trenches shall be the responsibility of the Developer.

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SECTION 9 (1)

By  Executive Director

- B. Should the Developer want the cuts across the streets backfilled with crushed stone, the Developer shall provide the stone and shall notify the Water Utility at the time this Agreement is executed in order to coordinate backfill work with the Water Utility.
- C. The Developer or his contractor shall be responsible for grading ditches and streets after the Water Utility backfills its service line trenches. If the Developer has a contractor construct the streets, the Developer will be responsible for seeing that the contractor coordinates his street work with the Water Utility's installation of the service lines. All road construction shall be complete before the water main is accepted by the Utility.

8. 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 Utility for expenses incurred for said adjustments. Any changes in the original development plan which cause adjustments to water system facilities, including service lines installed by the Utility, will be at the expense of the Developer. If such adjustments to facilities are required, the Utility will estimate the cost and the Developer will pay an advance deposit in that amount for the Utility to make the adjustments. The Utility will not sign a revised plat until the advance deposit is paid by the Developer.

9. Connection of the water line extension to the existing water system does not constitute acceptance of the facilities by the Utility. When the Developer's Contractor requests it, the Utility 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 Utility with a summary of all construction costs. The Developer and his Contractor shall each provide a Release of Liens to the Utility 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 Utility are paid by the Developer, the Utility will notify the Developer in writing of its acceptance of the extension. The Utility will not provide service to any customers on the water line extension until it is accepted.

10. 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 Utility. Defective materials or work that does not jeopardize service to the Utility'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 Utility, then the Utility 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 Utility's customers the Utility may perform the work. Work may be performed by the Utility under the above conditions prior to the commencement of the warranty period. The Developer shall pay the Utility for the actual cost of all such work. The ending date for the warranty period will be included in the Utility's acceptance letter.

11. Upon completion of construction of the water line extension and acceptance by the Utility, 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 Utility. The Utility shall thereafter be responsible for routine maintenance of the water line extension.

12. The Utility 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 Utility. Final authority relative to additions, extensions, taps, and/or uses of the subject water mains and appurtenances shall rest solely with the Utility.

13. Any reasonable legal expense incurred by the Utility to enforce provisions of this agreement shall be paid by the developer.

14. The Developer or the person applying for service shall pay the standard tap-on fee based on the established connection charge for each size service requested, without exception.

15. If the Developer made any contribution toward the cost of construction of the subject extension and is in compliance with the terms and conditions of this Agreement, the Developer will be partially reimbursed by the Utility 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 special metering assemblies used only for fire protection), the Developer shall upon his request be reimbursed by the Utility in a sum equal to fifty percent (50%) of the tap-on fee(s) paid within 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.

IN WITNESS WHEREOF, witness the hands of the parties hereto on this day and the first above written.

UTILITY

CANCELLED

BY: April 1, 2023

KENTUCKY PUBLIC SERVICE COMMISSION

DEVELOPER

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

By [Signature]
Executive Director