

THIS CONTRACT made this _____ day of December, 1966, by and between FOREST HILLS DEVELOPERS, INC., a corporation, as owners and operators of FOREST HILLS SEWAGE TREATMENT PLANT, Louisville, Kentucky, hereinafter referred to as Sewer Company, and BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY, hereinafter referred to as School Board.

WITNESSETH:

That Whereas, the School Board has purchased real property located on St. Andrews Church Road in Jefferson County, Kentucky, upon which said Board is developing and constructing public school facilities known as Bertha Trunnell Elementary School and Harry Doss High School, which schools are anticipated to have an ultimate enrollment of 2500 pupils; and

Whereas, it is necessary for said school facilities to be serviced by sanitary sewers of sufficient capacity maintained in continuous and proper operating condition to satisfactorily provide for the sewer needs of said school facilities; and

Whereas, this school property is located in an area not served by a public sewer system, and in order to obtain said service it is necessary for the School Board to contract for private sewer service; and

The Sewer Company is presently the owner and operator of a sewer plant situated near the southern boundary of the

aforesaid school property, which plant is used to maintain and provide sewer service for adjacent Subdivisions developed by Forest Hills Developers, Inc.; and

Inasmuch as the Sewer Company is enlarging and constructing an addition to its existing sewer plant to adequately provide, under requirements of the Louisville and Jefferson County Metropolitan Sewer District and the Public Health Department, sewer service for the said adjacent and growing residential areas and subdivisions surrounding the said plant; and

That the Sewer Company is willing to, and desirous of furnishing sewer service to the Board that will satisfactorily serve the continuing need and requirements of the School Board, and the Board desires to acquire and contract for such sanitary sewer service from the Sewer Company, so that it will have such service at all times in the future; and

THEREFORE, in consideration of the premises, as above set out, and the covenants herein provided, the parties mutually agree as follows:

1. The Sewer Company will accept sanitary sewage from the school facilities hereinabove referred to of the School Board for treatment and disposal through the Sewer Company's plant presently located in Forest Hills Section 1-A Subdivision of Jefferson County, Kentucky.
2. The School Board will pay the sum of \$25,000.00 to the Sewer Company in satisfaction of a tap-in fee and all

costs of any kind whatsoever due for said continuing future service from the School Board to the Sewer Company, payable in four (4) installments as follows:

a) Fifty percent of said consideration, or the sum of \$12,500.00, when one-half of the required plant addition and construction has been satisfactorily completed and approved by both engineers and architects for the parties.

b) An additional twenty-five percent of said consideration, or the sum of \$6,250.00, when seventy-five percent of said construction has been satisfactorily completed and so reported by said engineers and architects.

c) An additional fifteen percent, or \$3,750.00 when the construction is ninety percent completed as certified by said engineers and architects.

d) The final payment of \$2,500.00 will be paid to the Sewer Company when the construction is completed in a proper and workmanlike manner, the plant of the Sewer Company satisfactorily constructed so that it can treat sewage to a capacity of approximately 150,000 gallons per day, and has been finally approved by the Louisville and Jefferson County Metropolitan Sewer District and Department of Public Health, 240 E. Madison Street, Louisville, Kentucky.

It is understood by the parties that the amount of the cost to the School Board herein provided has been determined after giving due consideration to the Estimate of Cost (as prepared by the Sewer Company's engineers) of

the addition or replacement of the Sewer Company's plant located on Pimlico Drive in Forest Hills Section 1-A Sub-division, and a study of the probable requirements of the anticipated future attendance at the said school facilities now under construction on the aforesaid school property.

3. The School Board is responsible to construct and install its own pipe connection across its property to the point of delivery to the Sewer Company, which connection will be stubbed in at the expense of the Sewer Company at the Sewer Company's main to be located in a 15 foot easement on the School Board's property generally opposite to and across from the natural drain bordering the existing plant of the Sewer Company. It is understood by the parties that the School Board is by separate instrument granting a 15 foot sewer easement to the Sewer Company as a location for its sewer main, in accordance with the terms and provisions of said easement, and that the granting of said easement is a part of the consideration for the sewer service herein provided.

4. The School Board will have the right to connect to the Sewer Company's sewer system and have properly functioning and operating sewer service when the connection has been constructed and installed, whether or not the installation of its entire sewer main in the easement referred to in paragraph 3 above has been completed. The sewer connection and sewers herein contracted for are to be completed, approved and ready for service to the School Board no later than July 31, 1967.

5. The Sewer Company warrants and guarantees under this contract that it will furnish to the School Board sewers of sufficient capacity to properly furnish the service herein contracted for to the School Board at all times; and that said sewer system will be perpetually maintained and operated by the Sewer Company, its successors and assigns, in a properly operating and functioning condition to render the service required consistent with all laws and regulations governing same.

6. If, in the event, the Sewer Company is unable for any reason to complete the construction of the sewer plant of sufficient capacity to continuously serve the needs of the School Board as herein intended by the date hereinabove specified, after a portion of said plant has been constructed and payment therefor has been received as herein provided, the School Board reserves unto itself the right to retain the unpaid balance of the agreed compensation and complete the construction sufficient to furnish, render and maintain the required service and operate same to and for the School Board and charge the cost of same against the Sewer Company, a lien being thereby created upon said sewer plant to the extent the amount so expended exceeds the total agreed compensation herein provided of \$25,000.00, which lien will arise automatically upon the payment of said construction and operation costs. Failure of the Sewer Company to thus complete and operate the plant as herein provided is understood by the parties to constitute

a material breach of this contract upon which the School Board will have the right of legal redress against the Sewer Company for the damages suffered as a result of said breach.

7. After the required sanitary sewer service is requested and furnished, then the School Board will pay a monthly use fee at the rate of \$3.60 for the first 4,000 gallons of water as metered by the Louisville Water Company to its property and 30¢ per 1,000 gallons for all over 4,000 gallons used per month. *NO TIME LIMIT*

8. Subject to initial approvals by the Louisville and Jefferson County Metropolitan Sewer District, the Louisville and Jefferson County Department of Public Health, and the Kentucky Water Pollution Control Commission for sewer service in principle and subsequent approvals by these agencies of detailed plans and specifications for sewers and sewage treatment plant facilities necessary to provide such sewer service, this contract shall be binding upon both parties, their successors and assigns.

WITNESS the signatures of the parties as of the date first appearing above.

FOREST HILLS DEVELOPERS, INC., a
corporation

By: Robert E. Harris

President

BOARD OF EDUCATION OF JEFFERSON COUNTY,
KENTUCKY

By: Richard A. Vanover

Superintendent and Executive Agent

STATE OF KENTUCKY)
(SS
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was produced to me by ROBERT E. ADKINS, as President of Forest Hills Developers, Inc., a corporation, a party thereto, and was acknowledged and delivered by him to be the act and deed of said corporation as duly authorized by said corporation.

Witness my hand this 23 day of December, 1966.
My commission expires: March 30, 1968.

Julian M. Lereux
Notary Public, Jefferson County, Kentucky

STATE OF KENTUCKY)
(SS
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was produced to me by Richard VanHoese, personally known to me to be the Superintendent and Executive Agent of the Board of Education of Jefferson County, Kentucky, a party thereto, and was acknowledged and delivered by him to be the act and deed of said Board as duly authorized by said Board.

Witness my hand this 29 day of December, 1966.
My commission expires: October 25, 1970.

Lucille Bates
Notary Public, Jefferson County, Kentucky