

CANCELLED

Water Line Extension Agreement

THIS AGREEMENT made and entered into on May 25, 2026, by and between EDMONSON COUNTRY WATER DISTRICT, PO Box 208 / 1128 HWY 259 N. Brownsville, KY 42210 (hereinafter referred to as the "District"), and _____ (herein 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 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 a certain area of land described above and which is immediately made available as construction sites for residential and/or other structures, and

WHEREAS, the District is desirous of providing the Developer water service, but the District has not the funds to lay and construct lines to serve the developer;

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, the District and the Developer covenant and agree as follow:

1. The Developer shall employ a Professional Engineer (Developers Engineer), licensed in Kentucky, to prepare detailed construction plans of the proposed extension. The plans shall comply with the District's Design Standards for Extensions. The Developers Engineer shall submit plans to the District for its review and approval. The Developer's Engineer may be required by the District to revise the plans prior to the District issuing written approval.
2. After approval by the District, the Developer shall obtain approval from the KY Department for Natural Resources and Environmental Protection, Division of Water before any work is performed on extending water mains. This requirement in accordance with the KY Public Service Commission and semipublic Water Supplies regulations (401 KAR 8:100) as relates to the KY Revised Statute 224.
3. The Developer will obtain all required easements, both on and off the Developer's property. The District's standard easement form must be executed by the property owners involved, to allow access to the proposed water lines. The Developer shall be responsible for obtaining a permit or a letter of authorization from the applicable city, county or state agency if the proposed facilities exist into public right of ways. 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 District shall perform daily inspections with the Developer reimbursing the District for the actual cost involved with the inspection, including work for as-built drawings, and all other cost incurred by the District related to the extension. All cost shall be calculated by the District, and an invoice will be made to the Developer prior to the District accepting the line. The Developer shall employ a contractor who shall ~~schedule their work so that the District'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 District personnel or supervised by District personnel and the cost of the connection is to be paid by the Developer.
6. All material shall be inspected by the District prior to installation. All material shall meet the District's specifications and/or be approved by the District. All water line extensions shall be in accordance with the approved plans and the District's specifications for line extensions. The Developer's construction Contractor shall be experienced in the type of work to be performed and shall have the approval of the District before construction begins. The Developer shall be responsible to direct and shall authorize and direct all work to be

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performed in a continuous orderly manner as approved by the District Inspector at a pre-construction meeting between the Developer, Contractor and the District's Inspector. If the Contractor does not perform the work in a continuous orderly manner, the Developer shall notify his contractor to discontinue the work until such time as the work can be done in an orderly manner. The District shall have the authority to direct the Contractor to cease work until the Developer, the Contractor and The District agree on a construction schedule that is mutually acceptable.

7. Water mains shall be only extended parallel to an existing or proposed public road which is regularly maintained to allow daily travel (unless approved by the District) and the following requirements shall apply.
 - a. Where there is a new street or road to be constructed, the rough grade for the street or road and drainage facilities must be completed prior to the installation of the water mains. The District at its discretion, may install service lines to lots across the roads at the time of construction at its own cost, if it determined there may be a problem of getting across the road at a later date.
8. The water lines shall be constructed initially with consideration of future grade work; however, if in the future, the area through which this water line construction passes, requires grade work and any adjustments to water lines, fire hydrants or other appurtenances are required, the developer agrees to reimburse the District for expenses incurred for adjustments. Any changes in the original development plan which cause adjustments to the water facilities, including service lines installed by the District, will be at the expense of the developer.
9. Connection of the water line extension to the existing water system does not constitute acceptance of the facilities by the District. When the Developer's contractor requests it, the District will perform a final inspection of the extension. A list of any items not conforming to the approved plans and specifications will be provided to the Developer and the Contractor. When all items on the list have been completed the construction shall be complete. The Developer will provide a summary of all construction costs to the District. The Developer and the Contractor shall each provide a Release of Liens to the District showing that all costs related to the water line extension have been paid. When the construction is complete, Release of Liens and the construction cost summary (conveying that all expenses have been paid) have been delivered to the District and any amounts due the District are paid by the Developer, the District will notify the Developer in writing of its acceptance of the extension. The District will not provide service to any customers on the water line extension until it is accepted.
10. The Developer will guarantee all materials and work included in the line extension for a period of one year from the date it is accepted by the District. The Developer shall be responsible for defective materials and construction to the extension, so far as it does jeopardize service to the District's customers. In the event of an emergency or any repairs that jeopardize service to District's customers, the District will perform the work. The cost of any repairs done within the warranty period by the District or the Developer, shall be the responsibility of the Developer. The warranty ending date will be included in the acceptance letter.
11. Upon completion of the extension and acceptance by the District, the Developer shall relinquish all control over the facilities covered by this agreement and the facilities constructed in accordance with this agreement shall become the property of the District. The District shall thereafter be responsible for routine maintenance of the extension.
12. The District has the right to extend the lines or to connect laterals there from or to connect any customer desiring service upon payment of the approved "Tap-on-Fee".
13. Any reasonable legal expense incurred by the District to enforce provision
14. The Developer or the person paying for water service shall pay the standard tap on fee based on the established connection charge for each size of service.

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15. Where a planning commission requires the installation of fire hydrants or fill hydrants, the Developer shall file and pay the required fire hydrant application fee and/or fill hydrant application fee with the District before construction of the extension begins.
16. If the Developer made any contribution toward the cost of the construction of the extension and is in compliance with the terms of this Agreement, The Developer will partially be reimbursed by the District 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 water service added, (excluding any metering assembly for fire protection), the Developer shall upon their request be reimbursed by the District in a sum of equal to fifty % (50%) of the tap on fee(s) paid within each (12) month period. The reimbursement shall be paid for a period of ten (10) years from the date of this agreement but in no event shall the reimbursement be for more than the cost of the water line extension

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

Developer

Date

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, (year), by _____ (name of person acknowledged.) _____ (Signature of person taking acknowledgment)

Chairman

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, (year), by _____ (name of person acknowledged.) _____ (Signature of person taking acknowledgment)

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