



**Hardin County Water District No. 2**  
**DEVELOPER AGREEMENT**

THIS DEVELOPER AGREEMENT is made and entered into by HARDIN COUNTY WATER DISTRICT NO. 2, ELIZABETHTOWN, KENTUCKY hereinafter referred to as the DISTRICT and

\_\_\_\_\_ hereinafter referred to as the DEVELOPER.

WITNESSETH THAT:

WHEREAS, the DEVELOPER desires to have water service provided to \_\_\_\_\_ (Name of the Development).

WHEREAS, the DISTRICT is willing to provide water service for the location which the DEVELOPER desires to have served by said DISTRICT.

NOW, THEREFORE, BOTH PARTIES AGREE AS FOLLOWS:

SECTION 1. The water main extensions and appurtenances shall be designed, permitted and installed by the DEVELOPER.

SECTION 2. The DISTRICT shall review and approve engineering plans and inspect the construction of the water mains.

SECTION 3. The DEVELOPER shall provide all necessary right of way easements for installation of said water main extensions and appurtenances. The said easements shall grant the DISTRICT the right, power, and privilege to construct, inspect, maintain, operate, rebuild, and repair said water lines, together with the right of ingress and egress and the right to connect additional customers on existing water mains.

SECTION 4. The water main extensions and appurtenances shall be in strict conformity with the engineering plans and the STANDARDS, SPECIFICATIONS and DETAILS prescribed by the DISTRICT.

SECTION 5. The DEVELOPER upon acceptance by the District shall convey

title and ownership of said water mains and extensions to the DISTRICT. Two sets of As-Built plans will be given to the District.

SECTION 6. The DISTRICT will maintain and operate the extension or extensions.

SECTION 7. Said extension or extensions shall be subject to the same rules and regulations of operation, as apply to the waterworks proper.

SECTION 8. The DEVELOPER certifies that he is the owner or has an ownership in the land to be developed and that the signer of this Agreement is authorized as agent of the DEVELOPER to execute contracts.

IN WITNESS WHEREOF, Both Parties have hereunto affixed their respective signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DISTRICT:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

DEVELOPER:

Signed: \_\_\_\_\_

Name & Title

Date: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_



## **Hardin County Water District No. 2**

### **WATER LINE EXTENSION POLICY FOR DEVELOPERS**

1. Bring a preliminary plat to Hardin County Water District No. 2 (District) for preliminary Analysis. Developer will sign a Developer Agreement with the District. The District will inform Developer of feasibility of providing water service to this development. Based upon hydraulic analysis performed by the District, feasibility of fire hydrant installation will be determined. If the hydraulic analysis demonstrates that the District's distribution system will meet or exceed the minimum flow and pressure requirements within the proposed development, then the District will require fire hydrants to be installed within the proposed development. The District will supply Developer with 2 sets of Hardin County Water District No. 2 Water Line Specs, Standard Details of Construction, and an approved Materials List.
2. Developer will secure his own engineering for his water line design work and plan sheets. This plat must have final approval of the Planning and Zoning and be recorded. The District will do a review of these plans to assure that design criteria of the water lines and appurtences are acceptable to the District. Developer will give the District two sets of this final approved plat showing water main design and layout. The District will give letter to Developer stating acceptance or denial of these plans. Upon acceptance of water plans, the District will submit letter to the Kentucky Division of Water stating that we have the capability to serve this development.
3. The District will review water line construction cost estimate submitted by Developer's Engineer. An Escrow deposit of 5% of projected water line construction cost estimate for this development shall be made with the District to insure unemployment wage coverage & warranty work coverage for the one year warranty period. (A minimum of \$5,000.00)
4. D.O.W. approval must be received and reviewed by the District before construction can begin.
5. Developer or Developer's Engineer will submit types of materials that are proposed to be used on this particular water line construction project. Submittals must be reviewed and approved by the District before they can be used on this particular project.

6. All construction of proposed water mains shall be inspected by the District inspector. All construction shall conform to the Hardin County Water District No. 2 specifications and standards for water line construction. Construction and inspection of construction shall be co-ordinated with the District.

7. After construction of proposed water lines is completed, water mains must meet pressure testing, disinfection, dechlorination, flushing, and sampling criteria as set forth by the District specifications and other regulatory agency requirements that may apply.

8. After construction, disinfection, and clear samples have been verified by a certified lab, these results shall be submitted to the District. As soon as practicable after this is done, a final field inspection of the newly constructed facilities will be done by the District and the Developer or his representative. Two sets of "as built" plans will be submitted to the District for future reference purposes. A certification of completion from the Design Engineer must be submitted to the Division of Water and Hardin County Water District No. 2. Proof of a final payment certificate, which includes Developer payment to Contractor and Contractor payments to suppliers and subcontractors must be submitted to the District. After the one year warranty period has expired, the Escrow Account will be reviewed and any remaining balance will be refunded to the Developer, provided documentation has been provided to the District that Kentucky Unemployment Insurance has been paid on all employees who worked on this particular project.

I \_\_\_\_\_ have read and understand the foregoing and do hereby agree to the terms and conditions hereof.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_