

**COMMONWEALTH OF KENTUCKY
CITY OF TAYLORSVILLE**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TAYLORSVILLE AND
THE SPENCER COUNTY BOARD OF EDUCATION**

This Memorandum of Understanding between the City of Taylorsville, P.O. Box 279, Taylorsville, Kentucky 40071, hereinafter referred to as the “**City**” and the Spencer County Board of Education, hereinafter referred to as the “**Board**” enter into this MOU this the ____ day of _____, 2015, regarding the following:

WITNESSETH:

WHEREAS, the Spencer County Board of Education has acquired approximately 25.505 acres East of Taylorsville on which to construct a new elementary school, and,

WHEREAS, the Board has requested to connect the City’s sewer system and to obtain other services from the City such as water, police protection, etc., and,

WHEREAS, City Ordinance #_____ requires for property to receive sewer services the property must be located within the city limits, and,

WHEREAS, the Board has requested the City to annex the property.

THEREFORE, the parties herein agree that the City will annex the property into the City and to allow the property to receive the services requested, at the Board’s cost, contingent upon the following:

- 1) The Board agrees to provide to the City any and all information pertinent to the anticipated water usage including peak usage

schedule and average daily sewer discharge (flow=1000/day) including peak discharge schedule, any waste discharge other than domestic including any waste discharge containing BOD values or other contaminants that may adversely affect the day to day operation of the water collection and wastewater treatment system;

- 2) The Board will accept any and all water and sewer upgrades as recommended by the City of Taylorsville engineering firm and/or by the City;
- 3) The Board will comply with any and all of regulations of the Kentucky Division of Water, Federal and State EPA and local regulations pertaining to the water and sewer service;
- 4) The Board agrees to provide to the City any and all information the City may need in regard to the connection to the City water and sewer systems;
- 5) The Board agrees to pay for any and all cost of: any water and sewer connections, surcharges and/or rebates that apply, all lines to convey water and sewer to the intended point use and point of discharge, any private sewer pump stations, vaults, manholes and any easements required whether private or public;
- 6) The Board agrees that service is contingent upon the approval of the Kentucky Division of Water and the City Commission;
- 7) The Board agrees to comply with the City of Taylorsville Sewer Use Ordinance #315, and any deviations shall be pre-approved;

- 8) The Board agrees that a full set of approved/final site plans shall be submitted to the City of Taylorsville prior to construction and shall include all present and anticipated underground utilities private and public, easements, drainage plans, road access plans and all other relevant information pertaining to water and sewer.

This Memorandum of Understanding shall be a binding agreement of all parties and shall not be construed to alleviate any responsibilities of said parties. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired. All or any part of this Agreement may be amended and shall be subject to attaining an agreement of all parties in regards thereto.

Witness this _____ day of _____, 2015.

Spencer County Board of Education:

Attested By:

Sign

Print: _____

Sign

Print: _____

City Of Taylorsville:

Attested By:

Sign

Print: Donald Pay, Mayor

Sign

Print: Steve Biven, City Clerk

PREPARED BY:

JOHN D. DALE, JR.

Attorney at Law

P. O. Box 494

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