

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

RECEIVED

SEP 02 1994

AUG 17 1994

PURSUANT TO 807 KAR 5011, PUBLIC SERVICE
SECTION 411 COMMISSION

BY *[Signature]*

THIS CONTRACT made and entered into this the 12th day of March, 1990 by and between THE CITY OF WILLIAMSTOWN, a Kentucky Municipal Corporation of the fifth class, party of the first part (Williamstown) and THE CITY OF DRY RIDGE, a Kentucky Municipal Corporation of the fifth class, party of the second part (Dry Ridge).

WITNESSETH

WHEREAS the parties hereto did on or about the 5th day of December, 1975 enter into an agreement relative to Williamstown supplying water to Dry Ridge, the construction of certain improvements to the water systems of the respective parties, the administration of certain grant awards, payment for improvements, and for water furnished and related matters as more fully set out in such agreements; and,

WHEREAS the parties hereto did, on or about the 9th day of September, 1976, enter into an agreement providing for certain amendments and modifications to the contract of December 5th, 1975; and,

WHEREAS as set out in the contract of December 5th, 1975 and the amendment thereto of September 7th, 1976, the term of such contract and of the amendments thereto was:

"beginning on the first day of the month immediately following the date that the filtration plant and water main portion of the project mentioned herein are in full operation and continuing for

a period of twenty (20) years thereafter." and,

WHEREAS the water filtration plant and water main portion of the contract were placed in full operation on the 17th day of July, 1978; and,

WHEREAS Dry Ridge has requested that Williamstown join with it in constructing a twelve inch (12") water main on the west side of the right-of-way of the Southern Railway System from Williamstown's eight inch (8") water main at the intersection of Helton Road and Barnes Road and extending northward to Dry Ridge's eight inch (8") water main in the vicinity of the Grant County High School; and,

WHEREAS Dry Ridge has caused plans and specifications for such waterline to be prepared by Ken Virirons, Inc., 452 Versailles Road, Frankfort, Kentucky 40601; and,

WHEREAS Dry Ridge has obtained, by open competitive bids, in full compliance with the law relating to public contracts, a binding proposal to construct such waterline for the approximate sum of ONE HUNDRED TWO THOUSAND SIXTY FIVE DOLLARS (\$102,065.00); and,

WHEREAS Dry Ridge has agreed to pay KEN VIRIRONS, INC. _____ DOLLARS (\$ _____) for its work in designing, preparing plans, and specification bidding, etc, for such waterline; and,

WHEREAS Williamstown has agreed to pay Howard K. Bell _____ Dollars
PUBLIC SERVICE COMMISSION
CONSULTING ENGINEER
EFFECTIVE
the sum of Five Hundred

SEP 02 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

(\$ 500.⁰⁰/₂) for its services in reviewing such plans and specifications and making recommendations as to modifications thereof in accordance with the standards of the Williamstown Water System; and,

WHEREAS additional expenses will be incurred for (a) additional engineering, (b) inspections, (c) change orders, and (d) other items.

NOW THEREFORE in consideration of these premises and of the stipulations and agreements hereinafter contained the parties hereto do mutually agree:

(1) Williamstown will pay to the Contractor and other payees, as outlined above, by transmitting its draft for one-half (1/2), of each billing up to one-half (1/2) the total cost of the waterline project as outlined above, payable to such payee but forwarded to them via Dry Ridge, provided however, that such payments will be made only on the basis of pay estimates approved by Dry Ridge's Engineer, the City of Dry Ridge and where appropriate, an engineer selected by Williamstown. Payments will be made by Williamstown within 10 days of receipt of fully approved pay estimates.

(2) Williamstown will prepare and use its best efforts to obtain, for nominal consideration only, sufficient written recordable easements to permit the twelve inch (12") waterline to be constructed from its eight inch (8") waterline located near Barnes Road, north to a point at the north City Limits of the

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 02 1994

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

City of Williamstown, immediately west of the Southern Railroad right-of-way,

(3) Dry Ridge will prepare and use its best efforts to obtain, for nominal consideration only, sufficient written recordable easements to permit the twelve inch (12") waterline to be constructed from the north City Limits of the City of Williamstown to a point connecting it to the eight inch (8") waterline of Dry Ridge near Grant County High School,

(4) Dry Ridge will contract for, and cause, said waterline to be constructed within the cost parameters set out above, subject to the following:

(a) Dry Ridge will require the contractor to furnish to both to parties, a commencing date, a projected work schedule through completion and cleanup and a project payment schedule; provided however, Williamstown shall not be obligated to participate in any portion of the construction cost prior to the receipt of the projected work schedule and the projected payment schedule;

(b) At all times while any work or activity relating to the construction, testing, sanitizing, or cleanup of such waterline within the City

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 02 1994

**PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)**

BY: *[Signature]*
FOR THE PUBLIC SERVICE COMMISSION

Limits of the City of Williamstown, Williamstown may have its chosen inspector on the site and all work shall be subject to such inspections, control, and approval of Williamstown's designated inspector, provided however, in the event of a disagreement between Williamstown's inspector and the Contractor or others, the decision of the Engineers, (KEN VIRION, INC.) will be final.

(5) The parties agree that should either party obtain any grant assistance of any type from any source based in whole or in part upon the construction of the water transmission line described herein or upon the cost thereof, the parties shall share in the benefits of such grant equally.

(6) Dry Ridge will require the contractor to construct at the point where this waterline crosses the north City Limits line of Williamstown, an appropriate meter vault of masonry materials and of sufficient size to accommodate an appropriate water meter with bypass and appropriate valves. Such vault shall be designed and built so that it may be securely locked.

(7) Dry Ridge will obtain and provide, by easement or otherwise, free and unrestricted right-of-passage of personnel and vehicles from and to U. S. Highway 25 and the site of the meter vault so that Williamstown meter-readers, maintenance personnel, repair personnel, and contractors and vehicles may have free reasonable all-weather access to such meter vault site.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 02 1994

PURSUANT TO 807 KAR 5011.
SECTION 9(1)

BY: *Judith A. [Signature]*
FOR THE PUBLIC SERVICE COMMISSION

(8) Upon completion of the waterline mentioned above and its sanitizing, testing, etc. and its acceptance by the parties hereto, all such water line and the easement through which it passes and its appurtenances extending northward from its connection with the present existing eight inch (8") waterline of the City of Williamstown in the vicinity of Barnes Road northward to the north corporate limits of Williamstown including the meter vault and meter and access to such meter vault and meter, all as described herein above, shall become the sole and separate property of the City of Williamstown. Dry Ridge shall thereupon execute and deliver to Williamstown, an appropriate quit-claim deed, transferring to Williamstown, all of its right, title, and interest in that portion of such waterline as set out in this paragraph.

(9) Upon the completion, the waterline mentioned above and its testing, etc. and its acceptance by the parties hereto, all of such waterline and its appurtenances north of the water meter vault mentioned in herein and north of the north corporate limits of the City of Williamstown shall become the sole and separate property of the City of Dry Ridge and Williamstown shall thereupon execute and deliver to Dry Ridge, an appropriate quit-claim deed transferring to Dry Ridge, all of its right, title, and interest in such waterline and the easement through which it passes, north of the north corporate limits of the City of Williamstown.

(10) Upon the completion of the construction of such waterline, meter vault, and all appurtenances thereto, the

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 02 1994

**PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)**

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

1976) shall prevent the second party from purchasing such water as it may require in excess of the water which the party of the first part is willing and capable of furnishing under this contract, at any time from any other source.

(12) Paragraph 8 of the contract of December 5th, 1975 is hereby deleted in its entirety and there is hereby adopted by the parties hereto new paragraphs (8) (i) (ii) in lieu thereof in words and figures as follows, to-wit:

(8) (i) Williamstown will maintain an accurate water meter at its existing location on the six inch (6") waterline located immediately east of U. S. Highway 25 and located on the approximately north corporate limits line of Williamstown until the twelve inch (12") waterline mentioned in this contract of March 2, 1990 and the meter to be located thereon has been placed in service. Thereafter the flow of water through the delivery point located east of U.S. Highway 25 at the approximate north corporate limits of the City of Williamstown will be terminated, subject to being reopened by Williamstown at its discretion, Williamstown may leave the existing meter in place or may, in its discretion, remove such meter.

(8) (ii) From and after the date of the full completion, inspection, and acceptance of the "twelve

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 02 1994

**PURSUANT TO 807 KAR 5.011,
SECTION 9(1)**

BY: *Judith S. Neal*
FOR THE PUBLIC SERVICE COMMISSION

inch" (12") waterline mentioned in this contract of March 12, 1990, Williamstown will maintain the eight inch (8") water meter to be located on such twelve inch (12") waterline and will cause such meter to be read by its meter-readers (Dry Ridge shall have access to such meter at all reasonable times for the purpose of verifying its readings) on or about the 15th day of each month and will render bills to Dry Ridge on or about the 30th day of each month.

(13) Paragraph B of the contract between Williamstown and Dry Ridge, dated September 9th, 1976 is hereby amended to read in words and figures as follows, to-wit:

"B) Paragraph 10 of the contract of December 5th, 1975 is hereby deleted in its entirety and there is hereby adopted by the parties hereto a new paragraph (10) (i) in lieu thereof in words and figures as follows, to-wit:

(10) (i) Dry Ridge shall pay to Williamstown, a fee or charge for each ONE THOUSAND (1,000) gallons of water delivered to Dry Ridge by Williamstown as shown by the water meter mentioned in paragraph 12 of this contract dated the 12th day of March, 1990 at such rate or charge as may be fixed by Williamstown from time to time but which charge shall not at any time, exceed the charges

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 02 1994

PURSUANT TO 807 KAR 5011.
SECTION 9(1)

BY: [Signature]
FOR THE PUBLIC SERVICE COMMISSION

then being made by Williamstown to its individual customers within the City of Williamstown at such time. The monthly minimum bill to be paid by Dry Ridge to Williamstown shall be a sum equal to such rate per thousand gallons multiplied by TWO THOUSAND FIVE HUNDRED.

The water delivered to Dry Ridge by Williamstown shall be metered, billed, and paid for in accordance with the provisions of paragraphs (8) and (9) of the contract of December 5th, 1975 as amended by the contract of September 9th, 1976.

(14) Any other provisions of this contract or of the contract of December 5th, 1975 or of the contract of September 9th, 1976 to the contract notwithstanding:

The amortized charge to be paid by Dry Ridge to Williamstown as set out in paragraph (10) of the contract of September 9th, 1976 has heretofore been fixed by agreement of the parties at the sum of ONE THOUSAND ONE HUNDRED SIXTY TWO DOLLARS and ninety five cents (\$1,162.95) per month. Dry Ridge shall continue to pay such sum monthly to the City of Williamstown on or before the 12th day of each month to and including the month of August, 1998.

(15) Paragraph D of the contract between Williamstown and Dry Ridge dated September 9th, 1976 is hereby amended to read in words and figures as follows, to-wit:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 02 1994

PURSUANT TO 807 KAR 5.011.
SECTION 9 (1)

BY: *[Signature]*
FOR THE PUBLIC SERVICE COMMISSION

D) Paragraph (14) of the contract of December 5th, 1975 is hereby deleted in its entirety and there is hereby adopted by the parties hereto a new paragraph (14) (i) in words and figures as follows, to-wit:

(14) (i) Any other provision of this contract or of the contract of December 5th, 1975 or of the contract of September 9th, 1976 to the contrary notwithstanding, Williamstown shall not be required to furnish to Dry Ridge, water in excess of NINE MILLION (9,000,000) gallons in any thirty day period or in excess of THREE HUNDRED THOUSAND (300,000) gallons in any twenty four hour period.

(16) The parties hereto do hereby ratify and affirm all other provisions of the two contracts between them dated December 5th, 1975 and September 9th, 1976 respectively, and with the substitutions and modifications as set out herein, do adopt, execute, and publish these contracts and this contract as of the date first above shown.

IN WITNESS whereof the party of the first part, pursuant to a resolution of its City Council, has caused the same to be executed by its Mayor and attested by its City Clerk and the party of the second part, pursuant to a resolution of its City Council,

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 02 1994

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Justin C. Neal
FOR THE PUBLIC SERVICE COMMISSION

has caused the same to be executed by its Mayor and attested by its City Clerk.

A. Frances Simpson
A. Frances Simpson, Mayor
City of Williamstown, Kentucky

ATTEST:

William D. Peddicord
William Dudley Peddicord
Clerk, City of Williamstown

Norman Ferguson
Norman Ferguson, Mayor
City of Dry Ridge, Kentucky

ATTEST:

Cindy L. Harris
Cindy Harris
Clerk, City of Dry Ridge

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 02 1994

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Andrea C. Hall
FOR THE PUBLIC SERVICE COMMISSION