

AGREEMENT RELATING TO EMERGENCY WATER SUPPLY

This **Agreement Relating to Emergency Water Supply** (hereinafter "Agreement") is made and entered this 18 day of May, 2004 by and between the **Kenton County Airport Board**, Cincinnati/Northern Kentucky International Airport, P.O. Box 752000, Cincinnati, Ohio 45275-2000 (hereinafter, the "Airport Board"), and the **Northern Kentucky Water District**, 100 Aqua Drive, P.O. Box 220, Cold Spring, Kentucky 41076 (hereinafter, "Northern"). Together, the Airport Board and Northern will be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Northern has finalized an agreement with the Boone-Florence Water Commission (hereinafter, the "Commission"), the Boone County Water District (hereinafter, "Boone") and the City of Florence, Kentucky (hereinafter, "Florence") for the provision of an emergency supply of water in the event of certain circumstances; and

WHEREAS, the potential for an emergency supply of water to Northern will benefit the Airport Board, and such an emergency supply of water may require the use of certain water lines owned by the Airport Board; and

WHEREAS, Northern is willing to install and maintain, at its expense, master meters and a meter pit near the intersection of Kentucky Route 20 and Interstate 275 in Boone County to facilitate the delivery of an emergency supply of water to the Airport Board.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties hereby agree as follows:

ARTICLE I
EFFECTIVE DATE AND TERM

This Agreement will take effect immediately on the date first written above and shall continue in full force and effect until the earlier of: (i) the date on which the Airport Board shall no longer obtain its regular water supply for the passenger terminals of the Cincinnati/Northern Kentucky International Airport from Northern, or (ii) November 1, 2023.

ARTICLE II
NEW METERS AND METER PIT

Within one hundred and twenty (120) days of the execution of this Agreement, Northern will, at its expense, construct and install meters and a meter pit at or near the intersection of Kentucky Route 20 and Interstate 275 in Boone County.

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SECTION 9 (1)**

By 
Executive Director

ARTICLE III
USE OF WATER LINES

So long as this Agreement is in effect as provided in Article I above, the Airport Board and Northern each agree to the use of their respective water lines and appurtenances, without charge, for all purposes related to the emergency supply of water by or to Northern, the Commission, Boone, Florence and the Airport Board, including, without limitation, the Airport Board's water line connecting the new meters and meter pit to be constructed and installed by Northern at the location described in Article II above and the existing meter and meter pit at or near the intersection of Mineola Pike and Donaldson Road in Boone County. Nothing contained in this Agreement shall prohibit or limit either of the Parties from relocating any of their respective water lines and appurtenances.

ARTICLE IV
FORCE MAJEURE

Either Northern or the Airport Board may suspend its performance under this Agreement if such Party's performance is prevented or delayed by a cause or causes beyond the reasonable control of such Party which could not have been avoided by the exercise of reasonable diligence by such Party. Such causes may include, but shall not be limited to, acts of God, acts of war, acts of terrorism, riot, fire, explosion, lock-outs or other labor disturbances, breakage or damage to machinery or pipelines, and partial or entire failure of water system. The Party asserting a right to suspend performance must, within a reasonable time of acquiring knowledge of the cause requiring the suspension, notify the other Party in writing of the cause for suspension, the performance suspended and the anticipated duration of the suspension. Performance will be suspended only during the time that it is prevented or delayed by the type of cause or causes described in this Article IV, and the Party whose performance is prevented or delayed shall endeavor to remove or overcome the cause or causes with all reasonable dispatch.

ARTICLE V
APPROVAL OF AGREEMENT

The Parties understand and agree that this Agreement may require submission to the PSC for approval. If such submission is required, this Agreement will still take effect on the date first above written but shall be subject to any lawful decision or order of the PSC.

ARTICLE VI
ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Parties and supercedes all other understandings and agreements between the Parties with respect to the subject matter of this Agreement. There are no understandings, representations or warranties of any kind, expressed or implied, not expressly set forth in this Agreement. This Agreement may be modified or terminated by mutual action of the Airport Board and Northern without the consent or approval of the Commission, Boone or Florence. No modifications or termination of this Agreement shall be effective unless in writing and executed on behalf of all Parties.

By 
Executive Director

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ARTICLE VII
AUTHORITY TO EXECUTE AGREEMENT

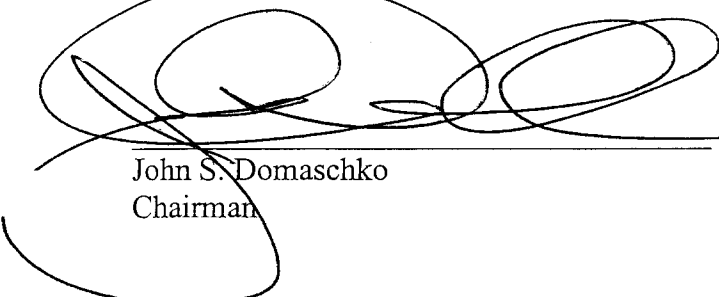
The Parties each possess full authority to enter this Agreement as indicated by the lawful resolutions attached hereto as Exhibits A and B.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in two originals, one for each Party.

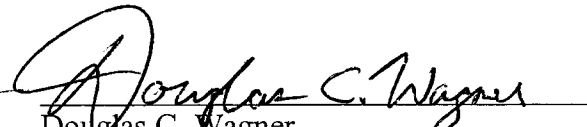
Exhibit A - Resolution of the Kenton County Airport Board
Exhibit B - Resolution of the Northern Kentucky Water District

KENTON COUNTY AIRPORT BOARD

NORTHERN KENTUCKY WATER DISTRICT




John S. Domaschko
Chairman



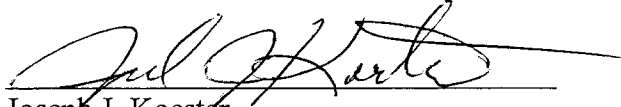
Douglas C. Wagner
Chairman

Attested:

Attested:



Sheila R. Hammons
Secretary/Treasurer



Joseph J. Koester
Secretary

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OF KENTUCKY
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SECTION 9 (1)**

By  _____
Executive Director

RESOLUTION

Approving Emergency Water Supply Agreement

WHEREAS, the Kenton County Airport Board (the "Board") has entered into a water supply agreement with Northern Kentucky Water District (the "District") whereby the District will provide to the Board potable water for its use in the operation of the Cincinnati/Northern Kentucky International Airport (the "Airport"), for a term effective to and until November 1, 2023, unless earlier terminated as provided in said agreement, and

WHEREAS, the Board and the District desire to provide for the utilization of the water lines of the Board in order to permit the Boone-Florence Water Commission ("Commission"), the Boone County Water District ("Boone") and the City of Florence, Kentucky ("Florence") to supply to and receive from the District potable water on an emergency basis, and, in connection therewith, the District is willing, at its expense, to construct and install meters and meter pit at or near the intersection of Kentucky Route 20 and Interstate 275 in Boone County, Kentucky, to accommodate the flow of potable water on an emergency basis between the District and the Commission, Boone and Florence, and

WHEREAS, the furnishing of water on an emergency basis between and among the Commission, Boone, Florence and the District is to the benefit of the Board in providing and maintaining a constant flow of potable water for use on the Airport;

NOW, THEREFORE, it is hereby resolved by the Kenton County Airport Board as follows:

1. It is hereby found, determined and declared that the recitals set forth in the preambles to this resolution, which are hereby incorporated in this resolution by reference, are true and correct;
2. The Board ratifies and approves the agreement between the Board and the District whereby the Board for a term coextensive with the Water Supply Agreement referenced herein between the Board and the District will permit the use of its waterlines for the emergency furnishing of potable water between the District and the Commission, Boone and Florence, which Agreement providing that the District will, at its expense, construct and install meters and a meter pit at or near the intersection of Kentucky Route 20 and Interstate 275 in Boone County, Kentucky;
3. The Chairman of the Board be and is hereby authorized to execute the agreement with the District, and such other documents as approved by legal counsel to the Board necessary to carry out the foregoing resolution.

EXHIBIT A


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By 
Executive Director

CERTIFICATION

I, Sheila R. Hammons, the duly qualified and Secretary-Treasurer of the Kenton County Airport Board, do hereby certify that the foregoing Resolution was adopted at a Meeting of the Kenton County Airport Board, held May 17, 2004, at which a quorum was present, and said Resolution has not been rescinded, altered or amended.

IN TESTIMONY WHEREOF, I have hereunto set my hand and The seal of The Kenton County Airport Board this 27th day of May, 2004.


Sheila R. Hammons
Secretary/Treasurer

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By 
Executive Director