

WATER CONTRACT

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DEC 26 1990

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of DEC., 1990, between Kenton County Water District No. 1, hereinafter designated as Kenton District, and the Boone County Water District, hereinafter designated as Boone District.

WHEREAS, the Boone District desires a source of supply for its customers and

WHEREAS, the Kenton District has heretofore supplied the Boone District with an adequate water supply pursuant to a written agreement and

WHEREAS, the Kenton District plans to have the capacity and ability to continue to serve the Boone District with all of its water needs and

WHEREAS, the legislative bodies of both District's have duly authorized the execution of this contract;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. In accordance with the rules, regulations, and water rates established by the Kentucky Public Service Commission, the Kenton District agrees to sell and deliver to the Boone District

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

BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

all water needed by the Boone District and the Boone District agrees to pay on a timely basis for all water purchased upon receipt of a statement from the Kenton District. The present rate which was established by the Kentucky Public Service Commission effective October 1, 1987, is \$0.62 per 100 cubic feet. Boone District water mains and service connections that are not master metered will be billed by Kenton District using metered consumptions provided by Boone District plus 14.3 percent for fire protection and other unaccounted-for losses. Kenton District will be permitted to audit these meter readings annually. The Boone District will test these meters in accordance with PSC regulations.

2. The Kenton District shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to the Boone District and to avoid any shortage or interruption of delivery; the Kenton District shall not be liable for any failure, interruption or shortage of water or any loss or damage resulting therefrom occasioned in whole or in part by any cause beyond the reasonable control of the Kenton District.

3. The Greater Cincinnati International Airport and the present and future customers located in Boone County within the triangular area bounded by the NE side of Donaldson Rd. side of Donaldson-Dolwick Connector Road, and the Kenton County

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BY: *Glenn Miller*  
PUBLIC SERVICE COMMISSION MANAGER

Line would continue to be customers of the Kenton District. See Attachment "A" to delineate the described triangular area. The water customers in Boone County on Rowan and Sprucewood would continue to be Kenton District customers. The present Kenton District customers along Donaldson Road that are not part of the Mineola/Cox Industrial Park area will remain Kenton District customers.

4. The present Kenton District customers in the Mineola/Cox Industrial Park area will become customers of the Boone District. Boone District will notify these customers.

5. Any necessary future connections to the 24" main along Donaldson Road that Boone District may need to serve its new customers must be 6" or larger. Kenton District will make the tap to the 24" main and Boone District will pay for all appropriate costs associated with tapping the 24" main and any metering required. Fire hydrant leads off of the 24" main will be utilized wherever feasible and the Boone District must make their connection at that location. All new connections will be master metered.

6. The Boone District will be responsible for maintenance of Boone District water mains on Cox Road, O'Hara Road, Turfway and Jamike Drive. The point of separation of the Boone District

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BY: Shirley L. Latta  
PUBLIC SERVICE COMMISSION MANAGER

maintenance responsibility and the Kenton District maintenance responsibility is the Boone District side of the valves marked in Attachments B, C, D, E and F. Kenton District will maintain the valves specified at each point marked in Attachments B thru F. If an unmetered water leak on a Boone District maintained water main is not repaired within a reasonable time frame, the Kenton District has the right to discontinue service to that area until the leak has been repaired by the Boone District.

7. If the Boone District should install a water line on the Donaldson-Dolwick Connector Road, Kenton District will have the right to extend the Boone District water line into Kenton County to serve Kenton County customers. A valve or master meter will be placed to distinguish between maintenance responsibilities. Kenton District will pay for all costs to connect to any Boone District water main.

8. The Kenton District will take appropriate action concerning the need to get more water to the Boone District meter on U.S. 25 near Richardson Road as indicated in the 1985 Black and Veatch Master Plan Report. This action will be performed after the present Kenton District improvement projects are in service and the new hydraulics of the transmission system can be analyzed with test data.

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BY: *Sharon Hella*

9. In the event any additional taxes are hereafter levied on the Kenton District for the sale, use, or consumption of water, said taxes shall be passed on to the Boone District as they may apply to all other customers of like class and kind.

10. This contract shall supercede all previous contracts between Kenton District and Boone District and shall be effective upon the execution thereof by both parties and shall continue for a period 20 years thereafter.

11. The provisions of this contract are subject to such jurisdiction of the Kentucky Public Service Commission as it may have under existing State Law or as it may hereafter acquire, but the provisions of this contract shall not increase or diminish such jurisdiction. This contract will be submitted to the Ky. Public Service Commission.

12. If any section, paragraph, or clause of this contract shall be held invalid, the invalidity of such section, paragraph, or clause shall not affect the remaining provisions of this contract.

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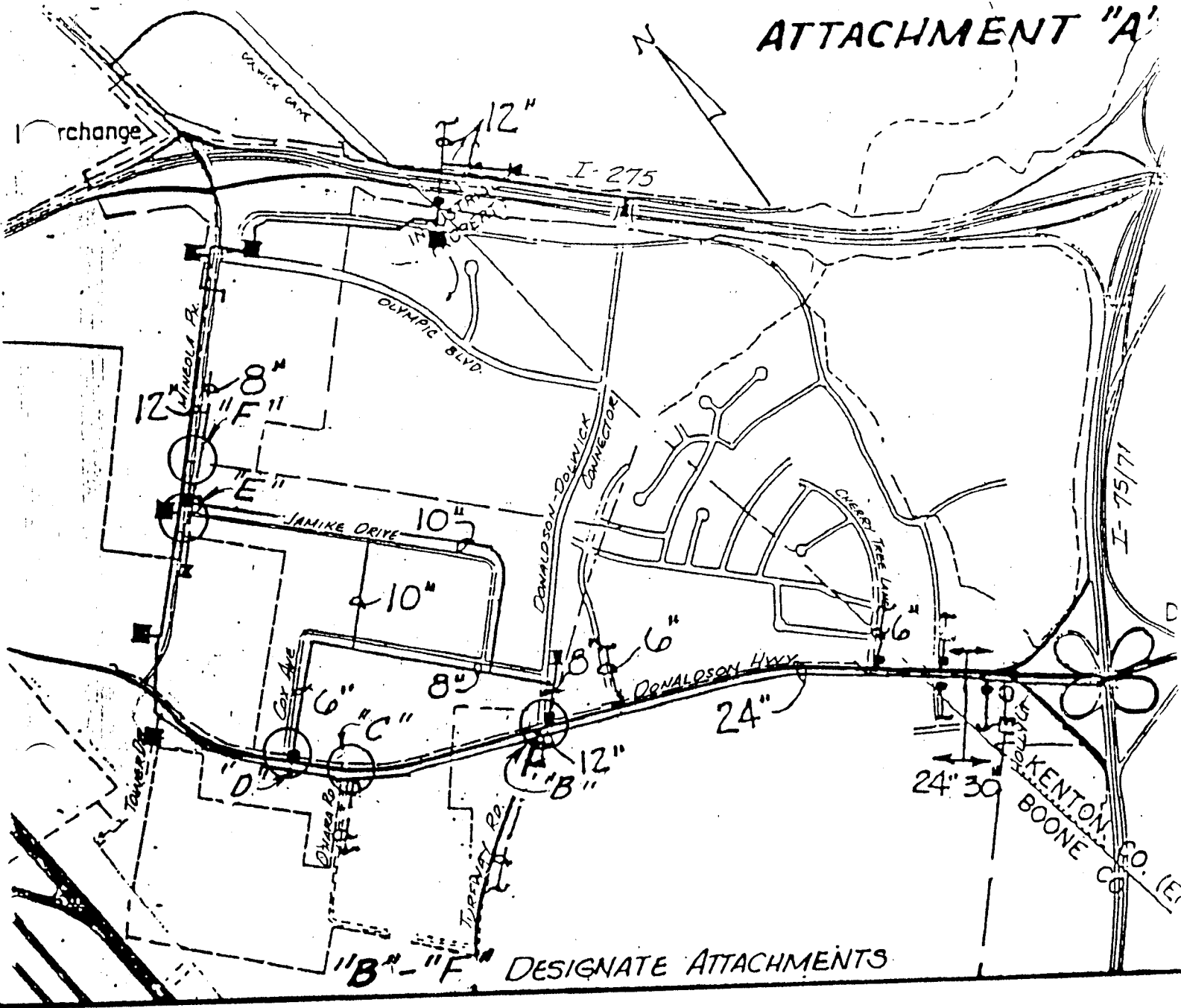
**DEC - 3 1990**

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SECTION 9 (1)**

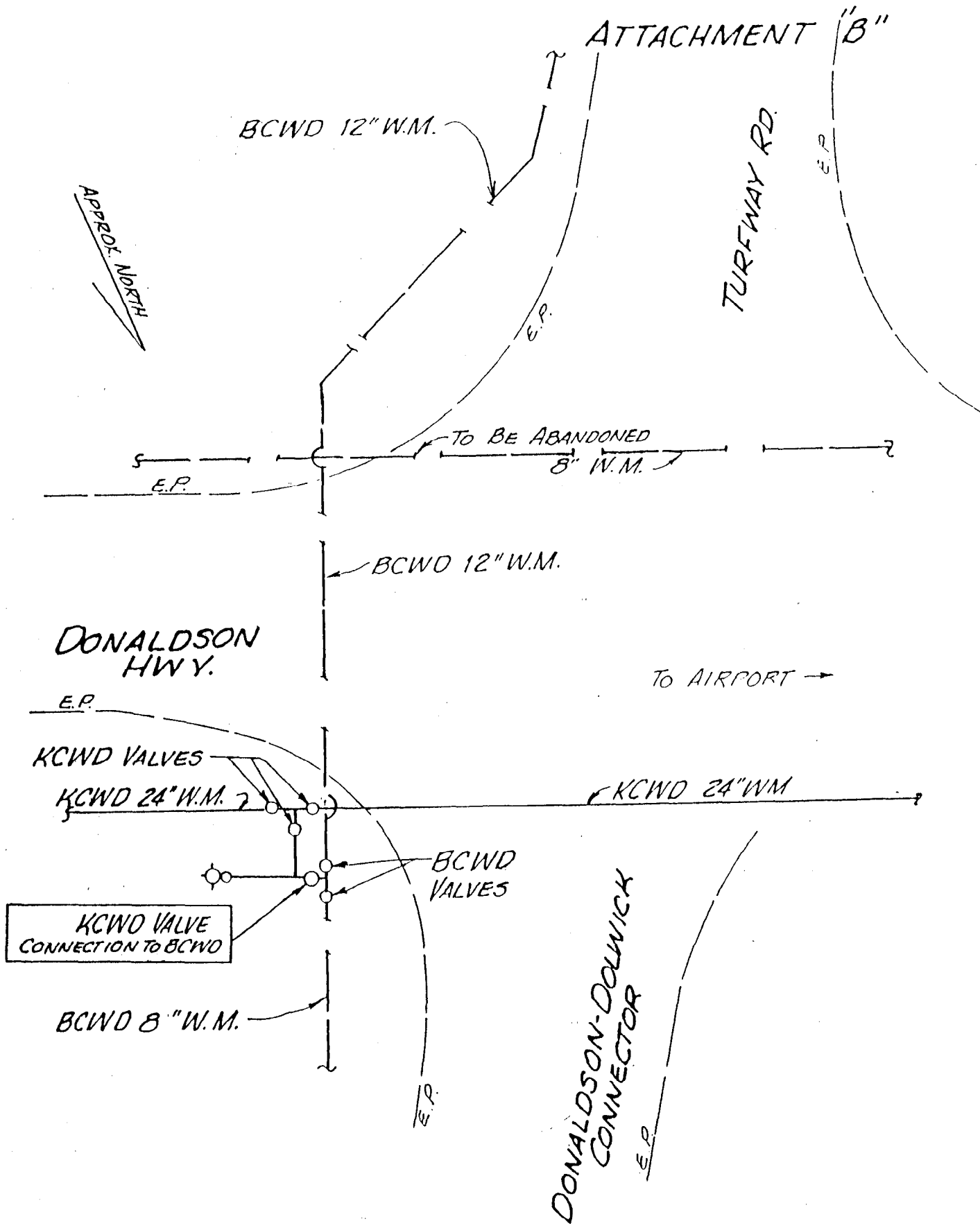
**BY: Clayton H. Hall  
PUBLIC SERVICE COMMISSION MANAGER**



# ATTACHMENT "A"



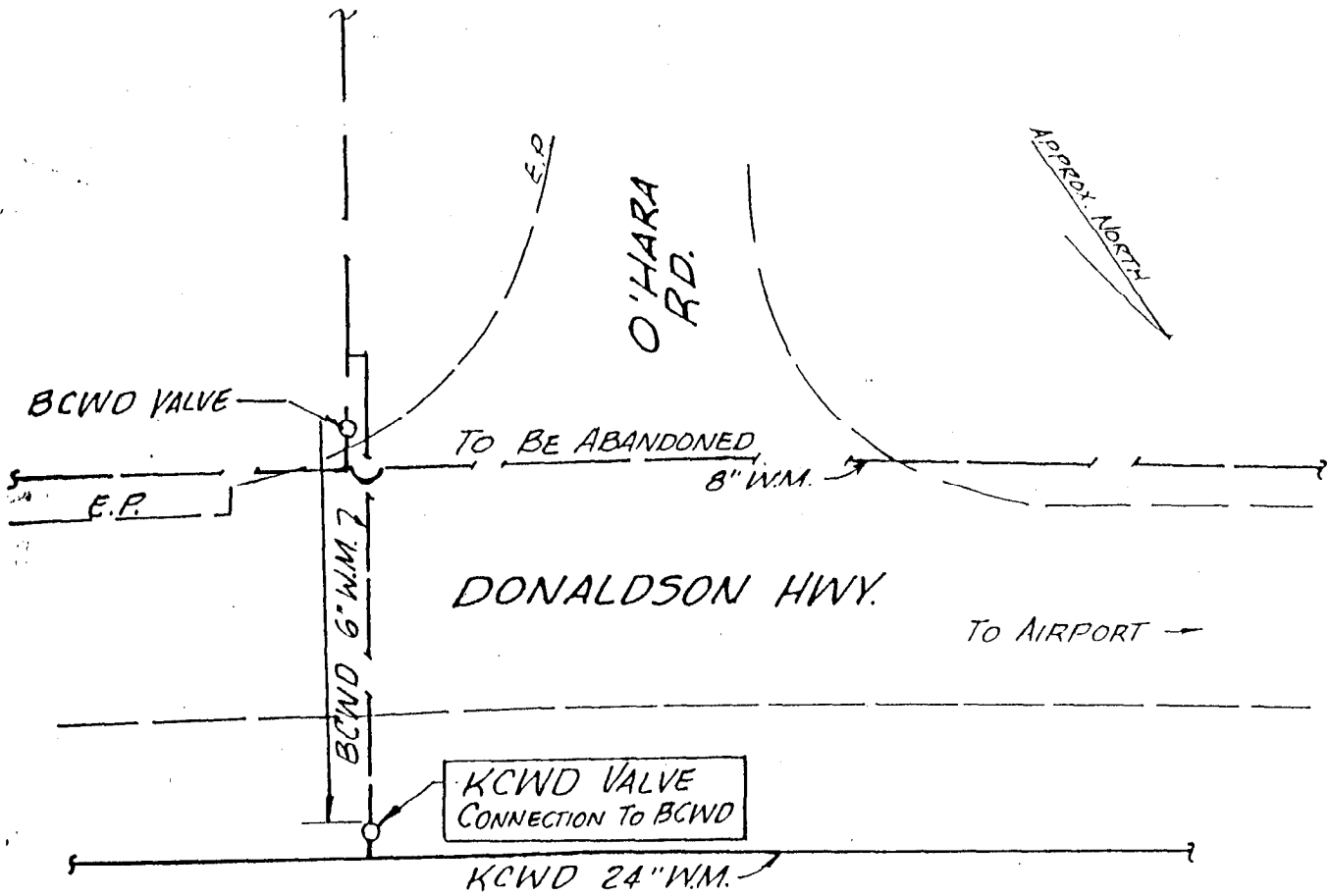
VICINITY MAP OF VALVES DESIGNATING THE MAINTENANCE RESPONSIBILITIES AT LOCATIONS AS SHOWN ON ATTACHMENTS "B" THRU "F"



PLAT OF VALVES DESIGNATING THE MAINTENANCE RESPONSIBILITIES AT DONALDSON-DOLWICK CONNECTOR & DONALDSON RD.



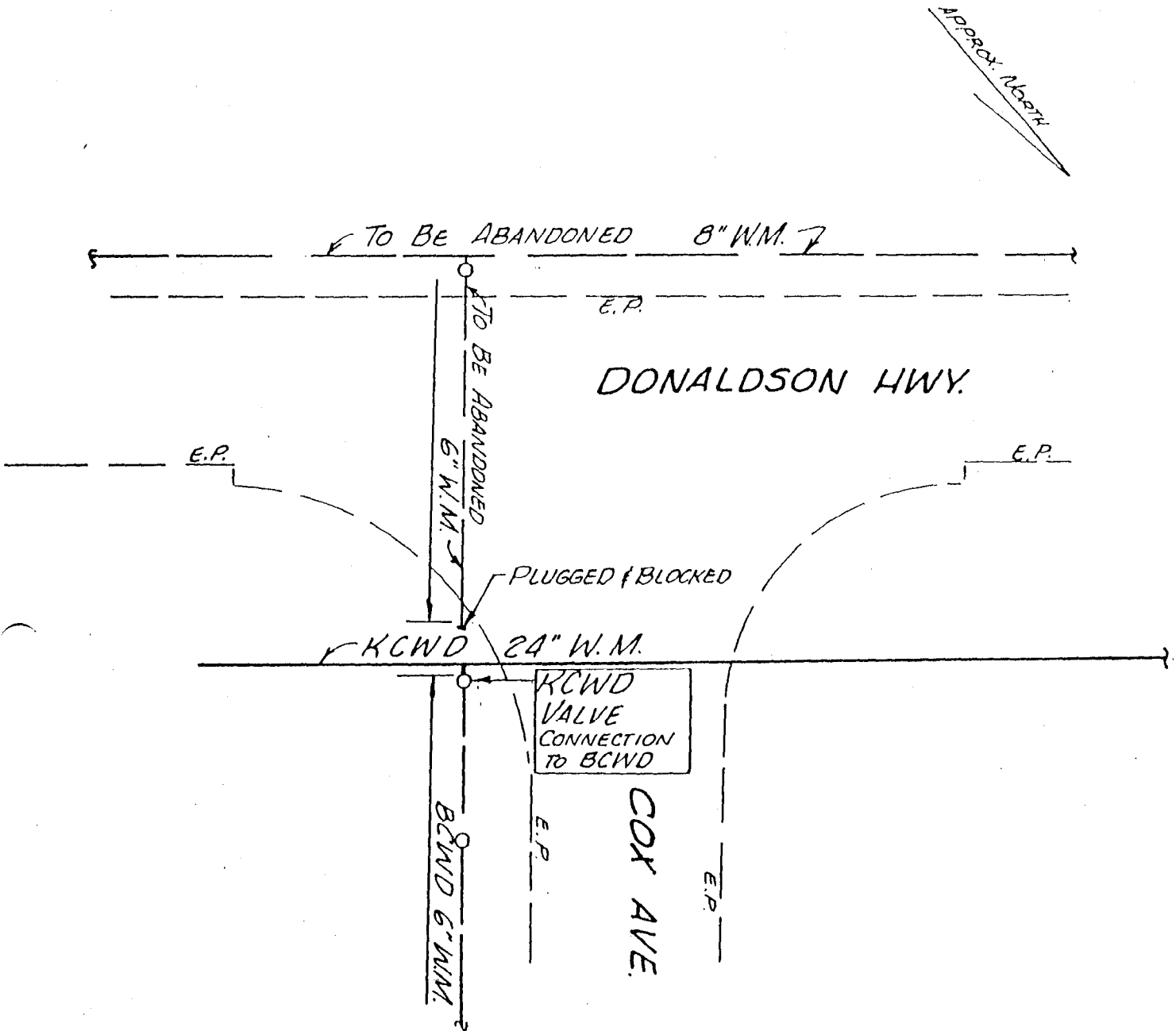
ATTACHMENT "C"



PLAT OF THE VALVE DESIGNATING THE  
MAINTENANCE RESPONSIBILITIES AT  
O'HARA ROAD & DONALDSON HWY.

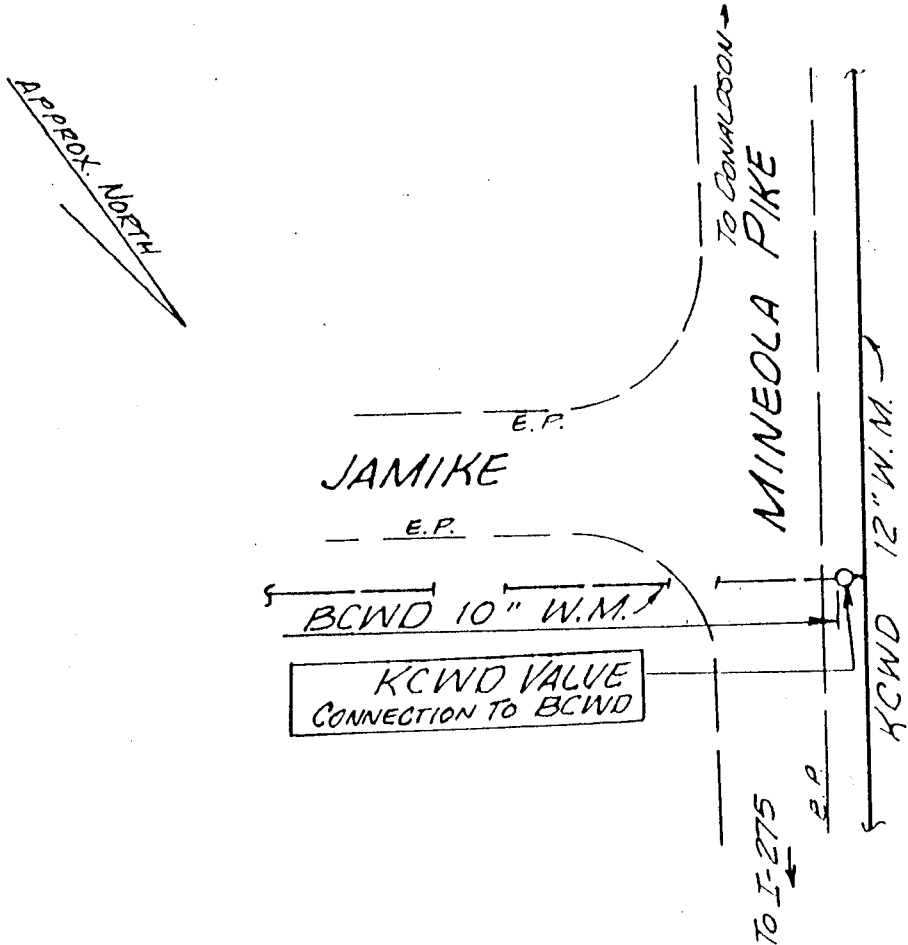
NOVEMBER 1990

ATTACHMENT "D"



PLAT OF THE VALVE DESIGNATING THE MAINTENANCE RESPONSIBILITIES AT COX AVE. & DONALDSON RD.

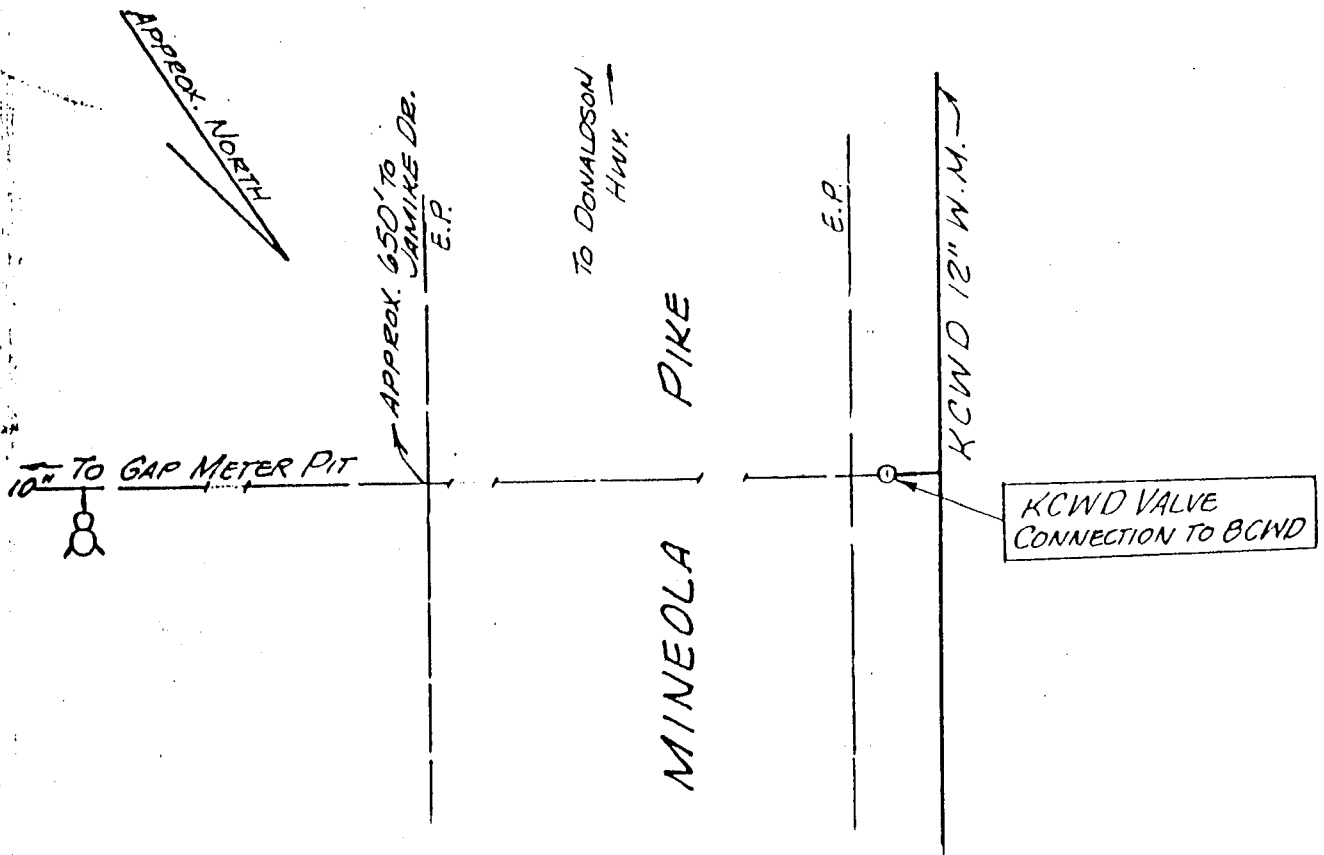
ATTACHMENT "E"



PLAT OF VALVES DESIGNATING THE MAINTENANCE RESPONSIBILITIES AT JAMIKE DRIVE & MINEOLA PK.

NOVEMBER 1990

ATTACHMENT "F"



PLAT OF VALVES DESIGNATING THE  
MAINTENANCE RESPONSIBILITIES AT  
JAMIKE DRIVE & THE GAP WATER  
MAIN

NOVEMBER, 1990