

Bromley

Draft 5/2/89

WATER CONTRACT

THIS AGREEMENT, made and entered into this 7TH day of OCT, 1989, by and between Kenton County Water District No. 1, a public body corporate in Kenton County, Kentucky, acting by and through its Board of Commissioners, hereinafter designated as "District", and the City of Bromley, a municipal corporation of the 5th class, in Kenton County, Kentucky, acting by and through its City Council hereinafter designated as "City".

WHEREAS, the City had a contract for water supply with the City of Covington dated January 1, 1973 and

WHEREAS, the City of Covington has deeded to the Kenton County Water District No. 1 all of its water related facilities and operations and

WHEREAS, the District is capable of continuing to supply the City with all of its water needs and

WHEREAS, the City and the District are desirous of continuing that arrangement and

WHEREAS, the legislative bodies of the District and the City have duly authorized the execution of this contract;

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

APR 18 1990

PURSUANT TO 607 KAR 0011

SECTION 9 (2)

BY: George

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 District agrees to sell and deliver to the City all water needed by the City and its residents and the City agrees to pay on a timely basis for all water purchased upon receipt of a statement from the District. The present rate which was established by the Kentucky Public Service Commission effective October 1, 1987, is \$0.58 per 100 cubic feet.

2. Billing will be based on the actual consumption recorded by the City and billed to its customers plus 14.3% for fire protection and unaccounted for losses. The District will have the right to audit the reported consumptions on an annual basis.

3. The District absolves and holds harmless the City from any damages arising out of the construction and maintenance of the existing 20 inch transmission main located in Shelby Street, Harris Street and Moore Street to the District's 3 million gallon tank and pump station.

4. The District will maintain the 20 inch transmission main and the 12 existing valves connected to the main. These 12 valves are - 7 for City distribution mains and 5 for City fire hydrants.

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APR 18 1990**

PURSUANT TO SECTION 100.01

BY:   
PUBLIC SERVICE

The City will notify the District if these valves need to be operated to relieve the City of any liability for damage to the valves or transmission main.

5. Any necessary future connections (6 inch or larger) to the existing 20 inch transmission main that the City may need to serve its customers will be permitted. All connection costs will be borne by the City. The City must obtain District approval for the method of connecting to the 20 inch main and the District must be given the opportunity to inspect the actual work.

6. The District shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to the City and to avoid any shortage or interruption of delivery; the 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 District.

7. In the event any additional taxes are hereafter levied on the District for the sale, use, or consumption of water, said taxes shall be passed on to the City.

8. This contract shall be effective upon the execution by both parties and shall continue for a period 20 years thereafter.

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APR 18 1990

PURSUANT TO 807 KAR 5:011,  
SECTION 2 (2)

BY *[Signature]*  
PUBLIC SERVICE COMMISSION

9. The City will maintain all distribution mains and fire hydrant assemblies from the connecting valve on the 20 inch transmission main. If an unmetered water leak on City maintained water main is not repaired within a reasonable time frame, the District has the right to discontinue service to those areas until the leak has been repaired by the City.

10. 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.

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

IN WITNESS WHEREOF, the Kenton County Water District No. 1 by resolution duly adopted by its Board of Commissioners authorizing its Chairman and Secretary, and the City of Bromley by resolution duly adopted, by its City Council authorizing its Mayor and its Clerk to affix their signatures, respectively, have hereunto executed this contract as of the date first herein written.

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

APR 18 1990

PURSUANT TO 807 KAR 5:011

SECTION 5  
BY: *[Signature]*  
PUBLIC SERVICE COMMISSION

ATTEST:

KENTON COUNTY WATER DISTRICT NO. 1

Jack Smart  
Secretary

Lanrena J. Hunt  
Chairman

CITY OF BROMLEY

Janet M. Gardiner  
Clerk

Gene E. Smith  
Mayor

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

APR 18 1990

PURSUANT TO 897 KAR 5:011,

SECTION 10.1

BY [Signature]  
PUBLIC SERVICE COMMISSION