

AGREEMENT FOR SEWER SERVICE BILLING

This agreement, made and entered into on this the 25th day of August, 2008, by and between the Peaks Mill Water District, Frankfort, Franklin County, Kentucky, a duly created Water Service District, (The District) and Classic Construction, doing business in Franklin County, Kentucky as a provider of sewage services for certain areas located in Frankfort and Franklin County, Kentucky (Sewer Provider).

WITNESSETH

WHEREAS, the District is presently providing water services to certain areas of Frankfort and Franklin County, Kentucky, pursuant to Ordinance of the Franklin County Fiscal Court, and

WHEREAS, the District as part of its service provisions has created and maintains a bookkeeping and billing system to track and bill customers of its services, and


WHEREAS, the Sewer Provider provides and manages sewer services for certain customers in the Frankfort and Franklin County areas, and

WHEREAS, the Sewer Provider and District have agreed to allow the District to provide and collect the billing services on behalf of the Sewer Provider for those customers and parties have in common in the Ridgewood Subdivision and Circle Subdivision in Franklin County, Kentucky;

NOW, THEREFORE, in consideration of the mutual promises, benefits, and forbearances herein contained, the parties agree as follows:

1. Unless terminated by the parties by 60 days written notice to all parties, the term of this agreement shall be for two (2) years from the date executed by the parties and approved by the Public Services Commission, which ever is later. This Agreement shall be automatically extended, unless terminated as per this section.
2. Sewer Provider shall provide to the District a full and complete listing of addresses for which sewer billing services shall be provided. Sewer Provider shall also make available to the District copies of the Sewer Provider Customer Agreements or contracts, and copies of any and all notices Sewer Provider may From time to time send to its customers.
3. As needed, and no less than annually, the Sewer Provider shall timely update its listing of names and addresses of customers served in the Circle Subdivision and Ridgewood Subdivision areas of Franklin County, Kentucky.

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SECTION 9 (1)

By 
Executive Director

4. The District shall collect on behalf of the Sewer Provider monthly sewer bills for customers shared by the parties in the Ridgewood Subdivision and Circle Subdivision of Franklin County, Kentucky, beginning the first month following the beginning of the term of this agreement.
5. In consideration for its billing services, the District will charge to the Sewer Provider a fee equal to Fifteen Percent (15%) of the total, gross bill charged by the Sewer Provider, said total monthly gross bill for each customer being set as of June 1, 2008, in the amount of Twenty-Nine Dollars and Fifty-Seven Cents (\$29.57). The parties agree and acknowledge the sewer bill may increase from time to time, and the Sewer Provider agrees to timely update and advise the District of any changes in rates for sewer services.
6. The Sewer Provider's bills shall be presented by the District along with the Districts regular monthly billing and shall be paid care of the District, pursuant to the District's regular billing cycle.
7. District agrees that after deduction of its agreed upon fee, above, it will promptly and within Thirty (30) days of receipt, forward the balance to the Sewer Provider.
8. The District agrees to provide to Sewer Provider a monthly statement of all accounts billed and amounts collected on behalf of Sewer Provider.
9. The District shall collect on behalf of the Sewer Provider any delinquent accounts Pursuant to the Classic Construction policies, which may include termination of water services, as provided for in the parties' agreements with their respective customers.
10. This Agreement shall be binding upon the parties, and shall not in any form be assigned or encumbered in any fashion.
11. This Agreement may not be amended except by a writing signed by both parties.
12. This writing constitutes the entire Agreement between the parties, and neither party hereto is relying upon any promise, representation, or agreement not expressly contained herein.

Dated: 8.25.08

PEAKS MILL WATER DISTRICT

CLASSIC CONSTRUCTION INC.

Chuck Quarles

Dennis Green

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By *W. D. Brown*
Executive Director