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PUBLIC SERVICE
COMMISSION

AGREEMENT

This agreement made and entered into this 17 day of September, 1990, by and between KENTON COUNTY WATER DISTRICT NO. 1, hereinafter designated "District" and the CITY OF WILDER, hereinafter designated "City," WITNESSETH:

WHEREAS, the District presently serves a portion of the City on a resale basis known as portion 1 on the attached Map "A" and serves a portion of the City on a direct bill basis known as portion 2 on the attached Map "A";

WHEREAS, the resale portion (portion 1) of Wilder is presently owned, operated, and maintained by the City, which includes 59 services located along North Street, Elm Street, Center Street, and the west side of Licking Pike from Center Street to North Street; and

WHEREAS, there is no outstanding bonded indebtedness or any other debts owed by the City concerning the water distribution system (portion 1);

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The City hereby contracts with Kenton County Water District No. 1 to operate and maintain the Public Water Supply in the City designated by portion 1 on attached Map "A" and hereby transfers the Public Water Supply facilities to the District for the duration of the contract.

2. The District will charge the prevailing general rates for water service as established by the Kentucky Public Service Commission. The current rate structure is shown in Exhibit "B" attached hereto.

3. The revenue from the operation of the Public Water Supply will be deposited directly into the District's General Fund Account to be used for all expenses of the District.

4. The District will not keep separate accounting of the finances for operation and maintenance of the Public Water Supply in the City.

5. Any expansion or improvements of the water system shall be accomplished in accordance with District policies and procedures.

PUBLIC SERVICE COMMISSION
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PURSUANT TO CHAPTER 100,
SECTION 8.01
BY: *George A. ...*
PUBLIC SERVICE COMMISSION

6. The City Fire Department will be responsible for testing, draining and painting the fire hydrants in the City. Any other maintenance required will be reported to the District in writing. The District will be responsible for accomplishing any reported fire hydrant maintenance.

7. Under non-emergency situations, the City Fire Department will notify the District before using any fire hydrant. The fire hydrants may be used for emergency situations at anytime without notifying the District.

8. The City Fire Department will estimate the amount of water used from all fire hydrants within the City. The estimate will include all water used for both emergency and non-emergency uses and will be reported to the District on a periodic basis not to exceed one (1) calendar year.

9. During the period of this contract, the District shall have the exclusive right to serve any and all new customers located within the boundaries of the City designated by portions 1 and 2 of attached Map "A".

10. This agreement shall be effective for twenty (20) years. Each party shall cooperate to carry out the terms, conditions and intent of this agreement.

11. If the City should wish not to renew this contract and operate and maintain portion 1 and/or portion 2, the City will give the District 60 days notice before the end of the contract period and will pay all expenses incurred to master meter said portion. The City would then become the responsible party of record for the operation and maintenance of the Public Water Supply in portion 1 and or portion 2 of attached Map "A".

12. The District will not owe the City any accumulated funds from the operation and maintenance of the Public Water Supply in the City and the City will not owe the District for any expenses incurred by the District for operation and maintenance of the Public Water Supply in the City.

13. This contract shall supercede all previous contracts between the City and the District.

14. The provisions of this contract are subject to such jurisdiction of the Public Service Commission as it may have under existing State Law.

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

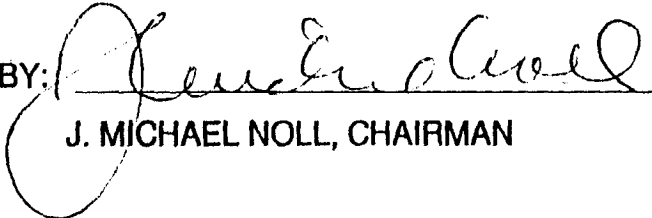
BY: *[Signature]*
PUBLIC SERVICE COMMISSION MANAGER

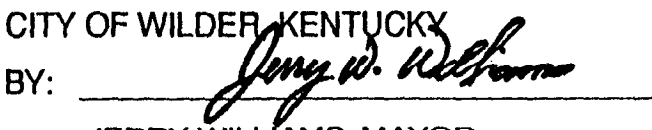
hereafter acquire, but the provisions of this contract shall not increase or diminish such jurisdiction. A copy of this contract will be sent to the Kentucky Public Service Commission.

IN WITNESS WHEREOF, this agreement is approved the date first herein written by the Board of Commissioners of Kenton County Water District No. 1 at a duly constituted meeting held on the 17th day of APRIL, 1990, and as shown in the minutes of said Water District authorizing the Chairman to execute this agreement on behalf of the said Water District.

IN WITNESS WHEREOF, this agreement is approved the date first herein written by the City Council of the City of Wilder, Kentucky, pursuant to a resolution of said Council duly adopted and contained in the minutes of said City dated SEPT. 17, 1990, authorizing the Mayor to execute this agreement.

KENTON COUNTY WATER DISTRICT NO. 1

BY: 
J. MICHAEL NOLL, CHAIRMAN

CITY OF WILDER, KENTUCKY
BY: 
JERRY WILLIAMS, MAYOR

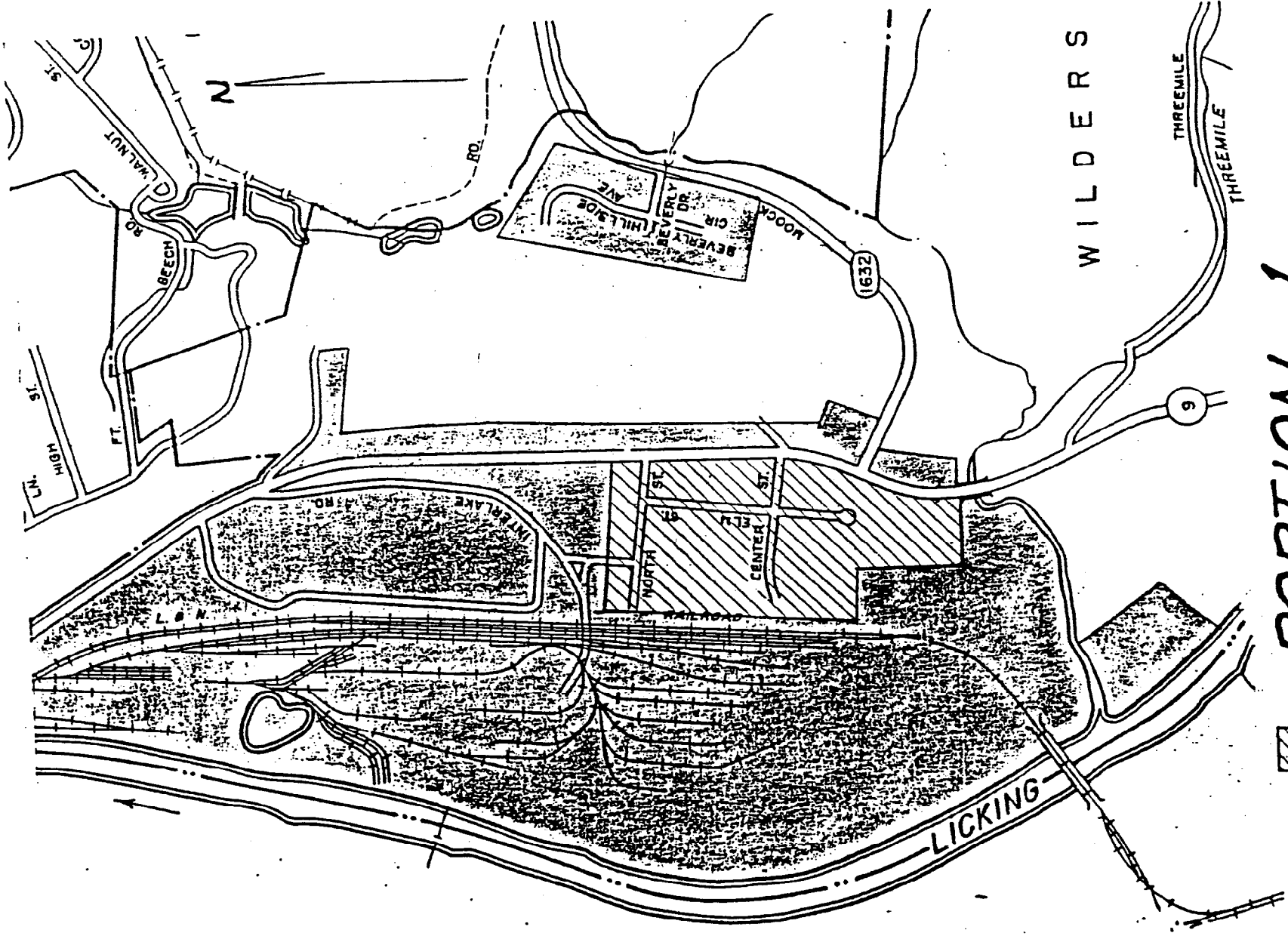
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

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

BY: 
PUBLIC SERVICE COMMISSION MANAGER

MAP A



PORTION 1
PORTION 2
APPROX. SCALE: 1" = 1000'

APPENDIX A

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 9846 DATED 10/07/87

The following rates and charges are prescribed for the customers in the area served by Kenton County Water District. All other rates and charges not specifically mentioned herein shall remain the same as those in effect under authority of this Commission prior to the effective date of this Order.

General Service Area

Quarterly Rate

First	600 cubic feet	\$7.86 Minimum Bill
Next	4,400 cubic feet	1.12 per 100 cubic feet
Next	495,000 cubic feet	.97 per 100 cubic feet
Next	1,500,000 cubic feet	.79 per 100 cubic feet
Over	2,000,000 cubic feet	.58 per 100 cubic feet

Wholesale Rates

The City of Florence, Kentucky, Boone County Water District, the City of Independence, Kentucky, Taylor Mill Water Commission, and the City of Walton, shall be charged the following rates:

All Water Purchased \$0.62 per 100 cubic feet

The City of Bromley, Kentucky, the City Ludlow, Kentucky, Campbell County Water District, the City of Wilder, Kentucky, and the Winston Park Water Department, shall be charged the following rate:

All Water Purchased \$0.58 per 100 cubic feet

Connection Fees

5/8-inch connection	\$370.00
1-inch connection	700.00

All service installation over 1-inch will be charged actual material costs (times 1.1 to cover handling) plus actual payroll costs and equipment costs.