

AGREEMENT

This Agreement dated as of April 19th, 1999, is made by and between Hayfield Utilities Inc. ("Hayfield") and Covered Bridge Utilities, Inc. ("Covered Bridge").

WHEREAS, Hayfield owns the Countryside Wastewater Treatment Plant located in Oldham County, Kentucky, and this treatment plant previously treated the sewage from the Countryside Subdivision located in Oldham County, Kentucky;

WHEREAS, the Countryside Wastewater Treatment Plant is no longer in operation, and Hayfield merely collects and transports the sewage from the houses of the Countryside Subdivision to the Covered Bridge Wastewater Treatment Plant located in Oldham County, Kentucky. Covered Bridge owns the Covered Bridge Wastewater Treatment Plant;

WHEREAS, on or before July 1, 1999, Covered Bridge will be filing an application for a rate adjustment with the Public Service Commission (PSC) to determine the appropriate rate for the customers of its Covered Bridge Wastewater Treatment Plant;

NOW THEREFORE, in consideration of these premises and the terms and conditions hereinafter set forth, the parties to this agreement hereby agree as follows:

1. Covered Bridge agrees to accept for treatment the sewage from Countryside Subdivision, collected and transported to it by Hayfield, and to treat the sewage in return for the payment by Hayfield of the amount of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) per month.
2. Covered Bridge and Hayfield agree that the terms of this agreement are retroactive to October 1, 1998, the date that Hayfield began collecting and transporting the sewage waste from Countryside Subdivision to the Covered Bridge Wastewater Treatment Plant.

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PURSUANT TO 807 KAR 011.
SECTION 19(1)

BY Stacy
SECRETARY OF THE COMMISSION

3. In the event that the PSC determines that the rate to be paid to Covered Bridge by Hayfield differs from the THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) rate set forth in numerical paragraph 1 above, Hayfield and Covered Bridge agree that the rate set by the PSC should be retroactive to October 1, 1998.
4. In the event that the PSC's determined rate is higher than the \$3,500.00 rate set forth in numerical paragraph 1 above, Hayfield agrees to pay to Covered Bridge the increased amount, retroactive to October 1, 1998 (without interest). Any additional amount due shall be paid by Hayfield to Covered Bridge within sixty (60) days from the date the PSC's determination becomes final.
5. In the event that the PSC's determined rate is less than the \$3,500.00 rate set forth in numerical paragraph 1 above, Covered Bridge agrees to reimburse Hayfield for the amount paid in excess of the PSC's determined rate, retroactive to October 1, 1998 (without interest). Any reimbursement due to Hayfield shall be paid to it by Covered Bridge within sixty (60) days from the date the PSC's determination becomes final.
6. In the event that the PSC does not set a non-residential rate for the sewage from the Countryside Subdivision, which is collected and transported by Hayfield to Covered Bridge, Hayfield and Covered Bridge agree that the rate set forth in this agreement shall be effective until the date the PSC's determination becomes final.
7. This Agreement constitutes the entire agreement between the parties, and any amendments to the Agreement must be made in writing.
8. This Agreement shall be governed by and construed in accordance with the laws

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 BY: Stefano
 SECRETARY OF THE COMMISSION

of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in

their respective names, all as of the date indicated.

HAYFIELD UTILITIES, INC.

By:

Date:

COVERED BRIDGE UTILITIES, INC.

By:

Date:

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OCT 07 1998

PURSUANT TO 807 KRS 007.1,
SECTION 9(1)
BY: Stephan O Bell
SECRETARY OF THE COMMISSION

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4/19/99

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4/19/99

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4/19/99

of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their respective names, all as of the date indicated.

HAYFIELD UTILITIES, INC.

By:

Date:

COVERED BRIDGE UTILITIES, INC.

By:

Date:

[Handwritten signatures and dates for Hayfield Utilities, Inc.]
Date: 4/19/99 Date: 5/29/99

[Handwritten signature and date for Covered Bridge Utilities, Inc.]
Date: 4/19/99

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OCT 01 1998

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION