

THE UNION LIGHT, HEAT AND POWER COMPANY

Executed Service Agreement with the City of Williamstown

ELECTRIC SERVICE AGREEMENT

THE UNION LIGHT, HEAT AND POWER COMPANY

and

THE CITY OF WILLIAMSTOWN, KENTUCKY

THE UNION LIGHT, HEAT AND POWER COMPANY

FPC Electric Tariff

Original Volume No. 1

SERVICE AGREEMENT

AGREEMENT made and entered into this 21st day of July, 1977, by and between The Union Light, Heat and Power Company, a Kentucky corporation, (hereinafter called the Company) and The City of Williamstown, Kentucky, (hereinafter called the Customer).

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree to the following:

SECTION 1. Electricity to be Sold. The Company hereby agrees to sell and deliver, and the Customer hereby agrees to purchase and receive not in excess of the following maximum annual demand:

<u>1977</u>	<u>7200</u>	kw
<u>1978</u>	<u>7500</u>	kw
<u>1979</u>	<u>8000</u>	kw
<u>1980</u>	<u>8000</u>	kw
<u>1981</u>	<u>8500</u>	kw
<u>1982</u>	<u>8500</u>	kw
<u>1983</u>	<u>8500</u>	kw
<u>1984</u>	<u>8500</u>	kw
<u>1985</u>	<u>8500</u>	kw
<u>1986</u>	<u>8500</u>	kw

SECTION 2. Rate Schedule. Electricity delivered hereunder shall be paid for under the effective Rate Schedule of the Company's F.P.C. Electric Tariff on file with the Federal Power Commission or any effective superseding Rate Schedule.

Nothing contained herein shall be construed as affecting in any way the right of any party furnishing or receiving service under this rate schedule to unilaterally make application to the Federal Power Commission for a change in rates, charges, classification, or service, or in any rule, regulation, or contract relating thereto, or to petition for investigation of existing rates, under Section 205 and 206 of the Federal Power Act, whichever shall be applicable, and pursuant to the Commission's Rules and Regulations promulgated thereunder.

SECTION 3. General Terms and Conditions. This agreement, in all respects, shall be subject to the applicable provisions of the Rate Schedule of the Company's F.P.C. Electric Tariff and of the pertinent General Terms and Conditions attached thereto, filed with the Federal Power Commission, which are by reference made a part thereof.

SECTION 4. Term. This agreement shall become effective July 21, 1977 and shall continue in effect for ten (10) years, and automatically thereafter from year to year unless and until terminated by ninety (90) days written notice given by either party or superseded by another service agreement under the Company's F.P.C. Electric Tariff as permitted under SECTION 2 herein.

SECTION 5. Delivery Point(s). The delivery points shall be in or next to the Williamstown Substation on Route 25 North of Barnes Road.

SECTION 6. Delivery Voltage. The maximum voltage at which the Company may be required to deliver power and energy shall be approximately 12,500 volts.

SECTION 7. Notices. Notices to the Company under this agreement shall be addressed to it at 107 Brent Spence Square, Covington, Kentucky 41011, and notices to the Customer shall be addressed to it at The City of Williamstown, Kentucky, City Utilities Commission, Williamstown, Kentucky 41097.

SECTION 8. Cancellation of Previous Contracts and Agreements. This agreement supersedes and cancels, as of the effective date hereof, the following contracts and agreements between the parties hereto for the sale of power and energy by the Company to the Customer listed below: Rate Schedule FPC No. 10 (Effective August 1, 1966) and Second Revised Sheet No. 10, Revised Article IV, Section 1 of FPC No. 10 (Filed on February 1, 1977. - Docket No. ER-77-189.)

The parties hereto have accordingly and duly executed this agreement.

THE UNION LIGHT, HEAT AND POWER COMPANY

Attest:

Donald A. Blum
Assistant Secretary

BY Miss J. Roan
Vice President

Attest:

William D. Redwood

CITY OF WILLIAMSTOWN, KENTUCKY

BY Herbert Babcock
MAYOR