

**WATER USAGE DATA AND SHUT-OFF AGREEMENT**

THIS WATER USAGE DATA AND SHUT-OFF AGREEMENT (the "Agreement") is made effective as of the first day of September, 2012 (the "Effective Date"), by and between **Kentucky-American Water Company**, a Kentucky corporation, with offices located at 2300 Richmond Road, Lexington, Kentucky 40502 (the "Company"), and the **Lexington-Fayette Urban County Government**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (the "Government"). Hereinafter the Company and the Government may be referred to individually as a "Party," and collectively as the "Parties."

**WHEREAS**, the Government is the operator of the sanitary sewer system and appurtenances thereto serving Fayette County, Kentucky; and

**WHEREAS**, the Government has established rates and charges for sanitary sewer services rendered to its customers based upon water usage by such customers and bills (the "Users") such charges on a periodic basis to its customers so served; and

**WHEREAS**, Chapter 96 of the Kentucky Revised Statutes permits the Government to enforce collection of lawful rates and charges for the use of sewer facilities by requiring that water service be discontinued until payment is made or some satisfactory arrangement is reached; and

**WHEREAS**, the Company is engaged in the business of providing water service to substantially the same area and customers as are served by the Government and the Company is in a position to supply to the Government the customer water usage data the Government requires to compute and monitor collection of its sanitary sewer service charges and to terminate water service for reason of delinquency in the payment of any sanitary sewer service charge by a customer of the Government; and

**WHEREAS**, the Company is authorized, pursuant to Chapter 96 of the Kentucky Revised Statutes, to furnish the Government with customer Water Usage Data, which is defined below; and

**WHEREAS**, the Company is authorized, pursuant to Chapter 96 of the Kentucky Revised Statutes, to enter into an agreement with the Government for the termination of water service from its system to any premises at which any sanitary sewer charge for sanitary service supplied by the Government is unpaid and delinquent; and

**WHEREAS**, the Government has requested the Company to provide customer Water Usage Data to the Government that will enable the Government to compute and bill Users the charges for sanitary sewer service; and

**WHEREAS**, the Government has requested the Company to perform services for the termination of water service for reason of delinquency in the payment of any sanitary sewer service charge and to reconnect such water service upon repayment of all charges, including reconnect charges; and

**WHEREAS**, the Company is willing to furnish the requested customer Water Usage Data to the Government and to terminate and reconnect such service pursuant to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**I. Definitions.** Capitalized terms used herein shall have the following meanings:

“Sewer Collection and Treatment Charges” means the charges, including any applicable fees, charges, penalties, interest, or taxes, billed by the Government to a User related to use of the Government’s sewer collection and treatment system.

“Term” means the period of time the Agreement is in force (including any renewal) with the initial period beginning on the Effective Date and ending on the fourth anniversary thereof (the “Initial Term”), unless terminated earlier pursuant to Section VI. This Agreement shall automatically renew at the end of the Initial Term, and thereafter at the end of each twelve-month renewal term upon the same terms and conditions contained in this Agreement or applicable revised version of this Agreement.

“User” or “Users” means any person(s), entity(s) or premise that discharges sewage or wastewater into the Government’s sewer collection and treatment system and is a customer of the Company.

“Water Usage Data” means customer name, mailing address, service address, account number, status of account, class of customer, days in billing period, type/size of meter, date of current meter reading, water usage for the billing period stated in the units of measure used by the Company, and all other information identified in Appendix A.

**II. Customer Water Usage Data**

1. The Government shall be responsible for sanitary sewer customer billing, accounting and collecting payments for Users.

2. The Company will provide the Government with a list of current water customers by no later than August 30, 2012. In an initial transmission that will occur no later than August 31, 2012, the Government shall identify the Users. Thereafter, the Company shall furnish to the Government Water Usage Data of each User pursuant to paragraph 3, below.

After the initial transmission above, the Company will provide to the Government, on a monthly basis, a listing of all new water taps performed by the Company in Fayette County for the preceding month. Within thirty (30) days after receipt of that listing, the Government will provide a list of premises of new Users for which Water Usage Data will be provided pursuant to this Agreement. In providing this list, the Government may also provide additional premises for which it seeks Water Usage Data pursuant to this Agreement due to the addition of new Users as a result of existing water accounts with recently added sewer service. Within thirty (30) days after receipt of that listing, the Company will add the premises and start furnishing the

Government Water Usage Data for the new Users. In the event the premises cannot be reconciled, the Company will notify the Government within thirty (30) days and the parties shall work together to reconcile.

3. Beginning on September 4, 2012 and continuing through June 30, 2013, the Company will provide Water Usage Data for all Users to the Government on or about every Friday. Beginning in July, 2013 and as a result of new software that will be utilized by the Company, the Company will provide Water Usage Data for all Users every Monday.

The initial transmission of Water Usage Data will be performed by the Company's delivery of all of its historical Water Usage Data for Users to a secure website maintained by the Company. That historical Water Usage Data will remain on the secure website for downloading by the Government for at least ninety (90) days. During the first ninety (90) days following the initial transmission of the Water Usage Data by the Company, a listing of Users will be built through the addition of the weekly Water Usage Data. Thereafter, the Company will maintain on the website the most recent ninety (90) days' worth of Water Usage Data which will be accessible for download by the Government. The website will also be accessible by any billing agents assigned by the Government. This most recent ninety (90) days' worth of Water Usage Data will be updated every Monday.

4. The Company will continue to apply payments received on unified bills computed and issued by the Company on the same basis as is currently done between the parties under the previous billing and collection agreements as amended and revised. The obligation to continue to apply payments in this manner ceases on October 15, 2012, at which time the Company will be entitled to retain all portions of payments received.

The Company will make timely available to Government or its billing agent upon request records or information of how payments were applied to the Government's fee billings during the Company's performance of the previous billing and collection agreement in order to support the Government's application of payments on any past balances as of September 1, 2012. The Company's obligation to do so will continue through December 31, 2012.

5. The Government agrees to pay the Company at the rate of \$0.03 (three cents) per unit for the initial information listed in Section (II)(2)-(3) above, and for each month in which the Government obtains Water Usage Data from the Company. Upon conversion of Company's billing system to SAP, like data will be delivered by the Company at the same rate. It is understood and agreed by the Parties hereto that the word "unit" as used herein shall mean the specific current meter readings for each User and all data related to each corresponding reading. The ninety (90) days' worth of information that will be updated weekly will include Water Usage Data for the most recent month. The Government shall pay \$0.03 (three cents) per unit only for the most recent month's updated information and will not be obligated to pay again for the historical information that will range in age from greater than one month to ninety (90) days. In no case shall the Government be obligated to pay for the same Water Usage Data twice.

6. It is understood and agreed by the Parties hereto that the above unit rate shall remain in effect through September 30, 2014. Thereafter, this rate shall be subject to adjustment for each succeeding calendar year, beginning October 1 2014, based on charges in the All Cities

Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor (BLI). The amount to be charged per bill shall be adjusted by a factor determined by averaging the monthly CPI-u published for the twelve-month period ending, and including August of the year before the adjustment. In the event that said BLI index is discontinued at any time during the term hereof, the Parties shall use the BLI index that replaces it, or another index mutually agreed upon by the Parties.

7. The Company shall bill the Government for Water Usage Data furnished to the Government within fourteen (14) days of the close of each month. The Government shall pay for such information within thirty (30) days of receipt of the Government's invoice.

8. In computing and furnishing the information requested by the Government, the Company agrees to observe the same diligence, policy and procedure as is used by it in computing its water service accounts, but the Company assumes no liability for errors in the computation or furnishing of Water Usage Data.

### **III. Shut-off Services**

1. When the Government determines, in accordance with applicable Kentucky law, that a User's Sewer Collection and Treatment Charges are in arrears after rendition to the User of a written notice of such charges, it may choose to make a specific written request to the Company to terminate water service to the Government's User. In doing so, the Government shall in a writing signed by an authorized representative, certify to the Company, at an office or location so designated by the Company, the following:

- a) the name of the User that is in arrears in payment of Sewer Collection and Treatment Charges;
- b) the address of the premises where such sewer service is received;
- c) the premise number where such sewer service is received;
- d) that the Government has complied with its policies and procedures regarding the billing and shut-off notification process.

2. In accordance with the "Lexington Fayette Urban County Government Shut-off / Release Procedure," which is attached hereto as Appendix B, and incorporated herein by reference, upon receipt of the written request and certification as set out above, the Company shall, within twenty (20) days, send an employee of the Company to the premises as identified by the Government and terminate the water service to such premises. For each termination, the Government shall send a representative to accompany the Company's employee. The Government shall require each of its representatives to carry an appropriate means of identification that identifies them as a Government employee. To the extent required, said representatives shall interact with the Government's delinquent Users. If there is no contact with the delinquent User at the time of the termination of water services, the Government will post the property with a notice which includes the telephone number of the appropriate Government

agency and relevant instructions of the actions necessary prior to reconnection of water service and any other information deemed necessary by the parties to the Agreement.

3. Notwithstanding anything to the contrary herein stated the Company reserves the exclusive right, at its sole discretion, to process the Government's requests for termination of water service on such schedules and at such times as is convenient to the Company and are consistent with the Company's normal business practice and procedure subject to the delay penalty in paragraph 5, below.

4. The Company's actions required under this Agreement shall be excused if, due to matters beyond its control, including but not limited to employee work stoppages, strikes, inclement weather and emergencies requiring utilization of manpower or resources elsewhere. Termination will not be completed if the Kentucky Public Service Commission ("Commission"), a local board of health, municipality, fire district, court of competent jurisdiction or other governmental entity having jurisdiction issues an instruction to the Company so stating. At such time, the Company will relay such conflicting instructions to the Government and the Company will not knowingly take further actions toward termination until the appropriate governmental entity or the Government notifies the Company in writing that the conflict with the termination(s) has been resolved and provides written evidence thereof.

5. If the Company wrongfully fails or refuses to terminate water service in accordance with this Agreement and continues such failure or refusal for a period of thirty (30) days after receipt of written notice from the Government to do so, the Company shall be liable to the Government for any amount due from the User involved. The Parties agree that this is the exclusive remedy for the Company's failure or refusal to terminate water service pursuant to this Agreement.

6. In no event shall the Company be required to disconnect a fire line service.

#### **IV. Shut-off Services Fees.**

1. In all cases in which termination is requested by the Government, the Company shall charge a Fifteen Dollar (\$15.00) fee for administrative costs related to shut off notifications. Such invoice shall be sent and payable following termination of service, even if restoration is not requested.

2. The Government shall also pay to the Company, within thirty (30) days of receipt of an invoice from the Company, the sum of Seventy Dollars (\$70.00) to cover the Company's cost of terminating and restoring water supply to each premise in which a one person shut-off crew was utilized. For premises in which a two-person crew is required to perform the termination and restoration of water supply, the sum of One-Hundred Dollars (\$100.00) will be charged for each premise.

#### **V. Covenants of the Government.**

1. The Government hereby acknowledges that it cannot unilaterally alter the terms of this Agreement through the adoption of an ordinance.



Government Center  
200 East Main Street  
Lexington, KY 40507

If to the Company: Kentucky-American Water Company  
Attn: Vice President of Operations  
2300 Richmond Road  
Lexington, KY 40502

With a copy to: Kentucky-American Water Company  
Attn: Corporate Counsel  
2300 Richmond Road  
Lexington, KY 40502

or to such other address with respect to a party as such party shall notify the other in writing as above provided. Except as otherwise provided in this Agreement, any such notice shall be deemed to be given on the day personally delivered, one (1) day after the date on which the same was deposited with a nationally recognized overnight delivery service, or five (5) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, in each case addressed and sent as aforesaid.

**VIII. Applicable Law.** This Agreement shall be construed and its performance shall be determined in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of laws rules.

**IX. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, but shall not be assignable by any third party hereto without the prior written consent of the other Party. Any attempted assignment shall be void.

**X. Severability.** The invalidity of any provision or part of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision or part hereof is held illegal, unenforceable or invalid, both Parties agree that the remaining provisions shall be and remain valid and enforceable to the fullest extent permitted by law.

**XI. Complete Agreement.** This Agreement contains the entire agreement between the Parties hereto with respect to the obligations contained herein and supersedes all prior agreements and understandings between the Parties with respect to the subject matter thereof.

**XII. Amendment.** This Agreement may be amended at any time by mutual agreement of the Parties that is reduced to writing and signed by all Parties.

**XIII. Captions.** The captions in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement in construing or interpreting any provision hereof or herein contained.

**XIV. Waiver and Other Action.** The failure of any Party to exercise any right, power or option given it hereunder, or to insist upon strict compliance with the provisions hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time to require exact and strict compliance with all the terms hereof. The rights and remedies under this Agreement are cumulative to any other rights or remedies which may be warranted by law.

**XV. Warranties as to Authority; No Conflict.** The individuals executing this Agreement hereby warrant that they have the proper authority to enter into this Agreement on behalf of the Party for whom they are signing and that any and all necessary corporate actions or resolutions, if any, necessary to that Party's entry into this Agreement have been duly adopted. Neither the execution of this Agreement, nor the consummation or performance of any of the transactions contemplated hereby will, directly or indirectly (a) contravene, conflict with, or result in a violation of any resolution, ordinance or other law adopted by the Government, or (b) give any person the right to challenge any of the transactions contemplated hereby or to exercise any remedy or obtain any relief under any such resolution, ordinance or law.

**XVI. Counterpart Execution.** This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument, and this Agreement shall not be binding on the signatories hereto until all such parties have executed this Agreement.

**XVII. Regulatory Filing.** Notwithstanding any language to the contrary, after the Agreement is executed by the Parties, the Company shall file the Agreement with the Commission. The Parties agree that the provisions of this Agreement shall not become effective unless filed with the Commission.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement effective as of the day and year first above written.

**The Company**

KENTUCKY-AMERICAN WATER  
COMPANY, INC.

By: Keith Cartier  
Keith Cartier, Vice President of  
Operations

**The Government**

LEXINGTON FAYETTE UBAN COUNTY  
GOVERNMENT

By: Jim Gray  
Jim Gray Mayor



## APPENDIX A

### **American Water Usage Data File Layouts**

The following are the new universal formats for Usage Data:

**Usage Transactions (UdUsgPf)**

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Field	PC File Len	PC File From	PC File To	Type	Description
UDAUT	5	1	5	A	Sewer Authority Code Identifies the sewer authority receiving the information about the premise.
UDTRNNO	12	6	17	S(11,0)	Transaction Number A serial number which links this table entry to the period and readings files described later.
UDPRM	15	18	32	A	Premise ID Identifies the building, house, etc.
UDACT	8	33	40	S(7,0)	Account ID
UDRDT	9	41	49	S(8,0)	Reading Date (format YYYYMMDD)
UDBDT	9	50	58	S(8,0)	Bill Date (format YYYYMMDD)
UDCUS	8	59	66	S(7,0)	Customer ID Uniquely identifies a customer. This differs from an account in that one customer may have many accounts. For example, a MacDonald's chain. This can be used to produce one bill for many accounts
UDRGN	4	67	70	A	Municipality Code Aka Region Code; describes the municipality for the premise
UDASTS	2	71	72	A	Account Status Code AC = Active Account CA = Closed Account NA = New Account at Premise
UDPSTS	2	73	74	A	Premise Status Code AP = Active Premise IP = Inactive Premise KP = Premise Killed NP = New Premise PN = Pending (Construction)
UDNAM	30	75	104	A	Account Name
UDSSN	10	105	114	S(9,0)	Social Security Number
UDMAD1	35	115	149	A	Mailing Address-Address Line 1
UDMAD2	35	150	184	A	Mailing Address-Address Line 2
UDMAD3	35	185	219	A	Mailing Address-City/State Line
UDMZIP	9	220	228	A	Mailing Zip
UDSAD	50	229	278	A	Service Address
UDPCTC	20	279	298	A	Service City
UDPSTC	2	299	300	A	Service State
UDPZIP	9	301	309	A	Service Zip
UDTRTP	2	310	311	A	Transaction Type

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					<p>A = Reg Bill-Actual Read  E = Reg Bill-Estimated Read  AJ = Adjustment  CB = Closing Bill  CS = Closing Bill and Account assigned to a different premise</p>
UDBPR	4	312	315	S(3,0)	<p>Bill Periods</p> <p>4 = Quarterly  6 = Bimonthly  12 = Monthly</p>
UDRTTP	1	316	316	A	<p>Rate Type Code</p> <p>M = Metered  F = Flat Rate</p> <p>Flat rate accounts will be reported to authorities. However, the Usage amounts will be meaningless.</p>
UDCLS	2	317	318	A	<p>Billing Class Code</p> <p>1 = Residential  2 = Commercial  3 = Industrial  4 = Other Public Authority  5 = Sales for Resales  6 = Private Fire Service  8 = Public Fire Service  9 = Private Fire Service - Metered</p>
UDDAYS	4	319	322	S(3,0)	<p>Number of Days Billed</p> <p>Represents the difference between reading dates for the premise</p>
UDUSE	10	323	332	S(9,0)	<p>Current Usage</p> <p>Reflects the overall billed usage for the transaction, which may consist of a billing and/or several adjustments</p>
UDUOM	5	333	337	A	<p>Unit of Measure</p> <p>1000G = 1000 Gallons  100G = 100 Gallons  10CF = 10 Cubic Feet  100CF = 100 Cubic Feet</p>

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**Usage Transaction Periods (UdUsgPrdPf)**

This file relates directly to the Usage file. Records in this file are linked to the Usage File by authority and transaction number.

Field	PC File Len	PC File From	PC File To	Type	Description
UDAUT	5	1	5	A	Sewer Authority Code
UDTRNNO	12	6	17	S(11,0)	Transaction Number
UDORDT	9	18	26	S(8,0)	Original Read Date (format YYYYMMDD)
UDOBDT	9	27	35	S(8,0)	Original Bill Date (format YYYYMMDD)
UDUSE	10	36	45	S(9,0)	Usage
UDUOM	5	46	50	A	Unit of Measure  1000G = 1000 Gallons 100G = 100 Gallons 10CF = 10 Cubic Feet 100CF = 100 Cubic Feet
UDRSN	2	51	52	A	Reason Code  A = Actual Read AJ = Adjustment C = Cancel E = Estimated Read R = Rebill RE = Return of Estimate

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### **Readings (UdRdgPf)**

This file relates directly to the Usage file. Records in this file will join to a Usage transaction record by the authority and transaction number. There may be zero, one or more reading records associated with a Usage transaction depending on its nature. For example, if the premise has a battery of meters, you will receive all readings for all meters in the battery. If a meter is replaced, you will receive all out and set readings. Conversely, an adjustment transaction may not have any.

It should also be noted that the unit of measure for each reading record reflects that of the meter, and may differ from the units for the billed consumption. The account may be billed in different units than what the reading is taken in. For example, a premise may have a 10CF meter but have its usage reported in 100G.

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Field	PC File Len	PC File From	PC File To	Type	Description
UDAUT	5	1	5	A	Sewer Authority Code
UDTRNNO	12	6	17	S(11,0)	Transaction Number
UDTYP	1	18	18	A	Utility Type  Describes the service provided  W = Water Service 1 = Water Service-Mgmt Contracts
UDMSQ	8	19	26	S(7,0)	Sequence Number
UDSTP	2	27	28	A	Service Type  A = Additive D = Deduct
UDMRT	7	29	35	S(6,0)	Meter Route Number
UDMST	7	36	42	S(6,0)	Meter Stop Number
UDPRDT	9	43	51	S(8,0)	Previous Reading Date (format YYYYMMDD)
UDPRDG	9	52	60	S(8,0)	Previous Reading
UDPRTP	1	61	61	A	Previous Reading Type Code  A = Automatic Read C = Customer Card E = Estimated Read I = Inside Read M = Manual Read O = Office Estimate P = AMR - Phone Retrieval R = Remote Read S = Service Order T = Telephone - Customer
UDCRDT	9	62	70	S(8,0)	Current Reading Date (format YYYYMMDD)
UDCRDG	9	71	79	S(8,0)	Current Reading
UDCRTP	1	80	80	A	Current Reading Type Code  Same values as previous read type
UDUSE	10	81	90	S(9,0)	Usage from Reading
UDUOM	5	91	95	A	Unit of Measure  1000G = 1000 Gallons 100G = 100 Gallons 10CF = 10 Cubic Feet 100CF = 100 Cubic Feet
UDMFG	3	96	98	A	Meter Manufacturer  AM = American AR = Artic BD = Badger BU = Buffalo CA = Calumet

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					CO = Conrad CR = Carlon CT = Carlton EM = Empire GA = Gannon HE = Hersey KE = Kent LA = Lambert NE = Neptune PO = Ponder PR = Precision RO = Rockwell SE = Sensus SI = Singer SW = Sewer TR = Trident UO = User Owned WO = Worthington ZU = Zurn
UDMTR	10	99	108	A	Meter Number
UDSIZ	5	109	113	A	Meter Size  1 = 1" Meter 1-1/2 = 1-1/2" Meter 10 = 10" Meter 12 = 12" Meter 14 = 14" Meter 16 = 16" Meter 2 = 2" Meter 3 = 3" Meter 3/4 = 3/4" Meter 4 = 4" Meter 5/8 = 5/8" Meter 6 = 6" Meter 8 = 8" Meter
UDNDL	3	114	116	S(2,0)	Meter Number of Dials

APPENDIX A

Account Changes (UdActChgPf)

Field	PC File Len	PC File From	PC File To	Type	Description
UDAUT	5	1	5	A	Sewer Authority Code
UDPRM	15	6	20	A	Premise ID
UDACT	8	21	28	S(7,0)	Account ID
UDCUS	8	29	36	S(7,0)	Customer ID
UDASTS	2	37	38	A	Account Status Code  AC = Active Account CA = Closed Account NA = New Account at Premise
UDNAM	30	39	68	A	Account Name
UDMAD1	35	69	103	A	Mailing Address-Address Line 1
UDMAD2	35	104	138	A	Mailing Address-Address Line 2
UDMAD3	35	139	173	A	Mailing Address-City/State Line
UDMZIP	9	174	182	A	Mailing Zip
UDTRDT	9	183	191	S(8,0)	Date of Change (format YYYYMMDD)



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Premise Change (UdPrmChgPf)

Field	PC File Len	PC File From	PC File To	Type	Description
UDAUT	5	1	5	A	Sewer Authority Code
UDPRM	15	6	20	A	Premise ID
UDACT	8	21	28	S(7,0)	Account ID
UDCUS	8	29	36	S(7,0)	Customer ID
UDRGN	4	37	40	A	Municipality Code
UDPSTS	2	41	42	A	Premise Status Code  AP = Active Premise IP = Inactive Premise KP = Premise Killed PN = Pending (Construction)
UDSAD	50	43	92	A	Service Address
UDPCTC	20	93	112	A	Service City
UDPSTC	2	113	114	A	Service State
UDPZIP	9	115	123	A	Service Zip
UDTRDT	9	124	132	S(8,0)	Date of Change (format YYYYMMDD)

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**Transmission Summary (UdTrnSmyPf)**

This is a new file, unrelated to any files received before. As a result there is no old format with which to compare.

Field	PC File Len	PC File From	PC File To	Type	Description
UDAUT	5	1	5	A	Sewer Authority Code
UDTRDT	9	6	14	S(8,0)	Transmission Date
UDBFDT	9	15	23	S(8,0)	From Bill Date (format YYYYMMDD)
UDBTDT	9	24	32	S(8,0)	To Bill Date (format YYYYMMDD)
UDUSGCT	8	33	40	S(7,0)	Usage Transaction Record Count
UDPRDCT	8	41	48	S(7,0)	Usage Transaction Period Record Count
UDRDGCT	8	49	56	S(7,0)	Reading Record Count
UDACGCT	8	57	64	S(7,0)	Account Change Record Count
UDPCGCT	8	65	72	S(7,0)	Premise Change Record Count

## APPENDIX B

### **Lexington Fayette County Urban County Government Shut-off/Release Procedure**

1. Lexington Fayette County Urban County Government (the "Government") shall send a water termination notification letter to any User that is eligible for shut-off due to the non-payment of the Government's sewer treatment charges.

- When the Government's User is different from Kentucky American Water Company's ("Company") customer of record (e.g., owners and tenants of a multi-family dwelling), the Government shall also provide appropriate notification to the Company's customer of record.
- Any User who receives a termination notice from the Government shall be afforded a ten (10) day grace period to submit payment to the Government before the actual termination. It is the Government's sole responsibility to keep track of the 10-day grace period and determine whether a premise is eligible for disconnection.

2. The Government shall provide a list of delinquent accounts to be shut-off to the Company's Special Accounts Department by no later than 4 p.m. each day. The Company will complete the shut-off work orders on a single day each week (Monday through Thursday) between the hours of 8:00 am to 2:00 pm. The Company will attempt to complete as many shut-off orders as the Government requests up to a maximum of fifty (50) per week, but the Company shall only be obligated to complete up to twenty (20) shut-offs per week. Any orders in excess of twenty (20) per week that are not completed in 20 days shall be cancelled by the Company and communicated to the Government and shall not be subject to any penalty. Section III(5) of the Agreement shall only apply to the extent the Company receives but fails to complete twenty (20) orders per week and Section III(5) shall not apply to a failure to complete more than (20) per week. The Parties agree to have further discussions concerning the quantity of weekly shut-offs six (6) months after the effective date of the Agreement.

3. Based on the actual shut-offs performed, the Special Accounts Department of the Company will review the above list the next business day and note those accounts that were actually shut-off. If an account was unable to be shut-off, that information will also be noted. Special Accounts will notify both the Government and its billing agent via e-mail.

4. The Company will create an invoice to the Government for the accounts processed based upon the list of actual shut-offs provided by the Special Accounts Department of the Company.

#### **To initiate release for turn-on after a customer has paid the outstanding charges:**

- The Government will notify the Company that the customer has paid the outstanding charges and get a confirmation that Special Accounts has received their notification by contacting the Special Accounts Department at (866) 772-2228.
- Note: *Customer turn-on is scheduled under the standard provisions for all Company customers. Order will be scheduled for the same day if placed prior to 3:00 pm. If placed after 3:00 pm the order will be scheduled for the next business day.*

- The Company will immediately update the service order noting that the account has been released for turn-on by the Government and will notify the Government and its billing agent via e-mail upon doing so.

#### CONTACT INFORMATION

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##### **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

200 East Main Street, Lexington, KY 40507

PHONE 859-258-3340

FAX

##### **KENTUCKY AMERICAN WATER COMPANY**

2300 Richmond Road

Lexington, KY 40502

PHONE 859-269-2386 Option 6

FAX 859-268-6315

##### **SPECIAL ACCOUNTS**

PHONE 866-772-2228

FAX \_\_\_\_\_