

AGREEMENT

This Agreement is executed and entered by and between American Suburban Utilities, Inc. ("ASU"), and the City of West Lafayette, Indiana ("City"). It is based upon the following Recitals:

A. ASU is a public utility and sewage disposal company subject to the jurisdiction of the Indiana Utility Regulatory Commission ("IURC").

B. ASU provides sewer utility service to rural areas in Tippecanoe County, Indiana pursuant to Certificate of Territorial Authority No. 57 ("CTA") which was issued by the IURC in Cause No. 31165 on November 10, 1966. ASU's CTA has been amended several times since it was originally issued. The most recent amendment occurred in Cause No. 42889. The area covered by ASU's CTA as amended shall be referred to herein as the "ASU Service Area." A map of the ASU Service Area is attached hereto as Exhibit 1.

C. The City is a third class city which provides sewer utility service in and around its corporate limits in Tippecanoe County, Indiana ("City Service Area"). A map of the City Service Area is attached hereto as Exhibit 2.

D. On August 17, 2006, the City completed an annexation extending the boundaries of the City corporate limits. A map of the annexation is attached hereto as Exhibit 3.

E. There are sections of ASU's service area that lie within the City's boundaries causing the parties service areas to overlap. Each party is authorized by law to provide sewer utility service within sections of the other party's service area.

F. It is in the best interest of the parties and the public for the parties to agree to territorial boundaries for their respective service areas.

G. For purposes of this Agreement, the term “sewer utility service” shall mean the collection, treatment, purification and/or disposal in a sanitary manner of liquid and solid waste, sewage, night soil, or industrial waste.

NOW THEREFORE it is agreed by the parties as follows:

1. The ASU hereby transfers the sewer utility service area to the City as set forth on the map attached hereto as Exhibit 4 and more particularly described on Exhibit 5 attached hereto.

2. ASU shall have the exclusive right to provide sewer utility service to the ASU Service Area except for that portion transferred to the City under this Agreement, which shall be the new “New ASU Service Area.”

3. The City shall have the exclusive right to provide sewer utility service to the City Service Area and the area transferred from ASU to the City, which shall be the new “New City Service Area.”

4. For a period of fifty (50) years from the date of this Agreement, the City shall not provide sewer utility service in the New ASU Service Area without ASU’s consent.

5. For a period of fifty (50) years from the date of this Agreement, ASU shall not provide sewer utility service in the New West Lafayette Service Area without the City’s consent.

6. To the extent a regulatory authority with jurisdiction over the matter issues a final order no longer subject to appeal which is inconsistent with the terms, herein, such order shall take precedence. The parties agree to cooperate in their efforts mutually to resist such an order.

AMERICAN SUBURBAN UTILITIES, INC.

By: _____
Scott L. Lods, President

Date: _____

CITY OF WEST LAFAYETTE, INDIANA,
By and Through its Board of Public Works

By: _____
John R. Dennis, Mayor

By: _____
Sana G. Booker, Member

By: _____
Bradley W. Marley, Member

Date: _____

Attest: _____
Judith C. Rhodes, Clerk-Treasurer