  
**City of Milton**  
10179 Hwy 421 N., Milton, KY 40045  
Phone (502) 268-5224 Fax (502) 268-0224

Mayor Denny Jackson  
City Clerk/Treasurer Pam Joyce  
Water & Sewer Field Supervisor Mark Bates  
Water & Sewer Billing Clerk Sue Craig

April 4, 2012

Commissioner Jerry Harmon  
Commissioner Tom Mahoney  
Commissioner Gerald Owen  
Commissioner Cecil Robak

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
P.O. Box 615  
Frankfort, KY 40602-0615

2012-00170

RE: Wholesale Water Rate Adjustment for West Carroll Water District

Dear Mr. Derouen:

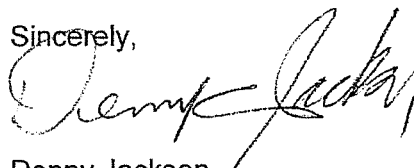
Please consider this as the 30-day notice required for the City of Milton to adjust its wholesale water rate for service provided to West Carroll Water District.

The district has been provided with notice of the increase.

Enclosed is (1) a proposed tariff sheet with an effective date of May 15, 2012, (2) a copy of the official notice sent to the district, and (3) a copy of the contract between the City of Milton and the West Carroll Water District.

Thank you for your assistance with this matter.

Sincerely,



Denny Jackson  
Mayor



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March 30, 2012

Ms. Vickie Edwards  
West Carroll Water District  
225 Sixth Street  
Carrollton, KY 41008

RE: Water Rate Increase

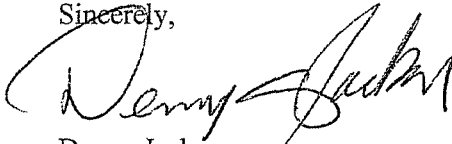
Dear Ms. Edwards:

As you are aware, the City of Milton provides West Carroll Water District with water for a minimal fee. The rate currently being charged is \$1.50 per 1,000 gallons. This rate has been the same since 2005. Our contract states the fee shall be renegotiated every two years and obviously there has been no rate increase in 7 years.

Due to the rising costs involved with running Milton Water and Sewer the Commission has voted to increase water rates for West Carroll Water District effective May 15, 2012. This increase will be reflected on the July 2012 bill. West Carroll will now be charged \$3.50 per 1,000 gallons. A request has been made with the Public Service Commission.

If you have any questions, please call me at 268-5224.

Sincerely,



Denny Jackson  
Mayor



FOR West Carroll Water District  
Community, Town or City

P.S.C. KY. NO. 1

Original SHEET NO. 1

CANCELLING P.S.C. KY. NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

City of Milton  
(Name of Municipal Utility)

RATES AND CHARGES

MONTHLY WHOLESALE WATER RATE:

West Carroll Water District:

All Usage

\$3.50 Per 1,000 Gallons

NOTE: This rate schedule revises the prior rate of \$1.50 per 1,000 gallons that became effective in 2005.

DATE OF ISSUE 04/4/12  
Month / Date / Year

DATE EFFECTIVE May 15, 2012  
Month / Date / Year

ISSUED BY *Dennis Jordan*  
(Signature of Officer)

TITLE *Mayor*

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. n/a DATED n/a

732-7055

## AGREEMENT TO PROVIDE WATER SERVICE

This Agreement is entered into this 20<sup>th</sup> day of January, 2005, by and between the **CITY OF MILTON, KENTUCKY**, a Municipal corporation with an address of 10179 US Hwy 421 N., Milton, Kentucky, 40045, hereinafter referred to as **PARTY OF THE FIRST PART** and the **WEST CARROLL WATER DISTRICT**, whose address is 225 6<sup>th</sup> Street, Carrollton, Kentucky, 41008, hereinafter referred to as **PARTY OF THE SECOND PART**.

**WHEREAS**, the Party of the Second Part wishes to purchase water from the Party of the First Part to supply water to users located within the jurisdiction of the **WEST CARROLL WATER DISTRICT**, and

**WHEREAS**, the Party of the First Part is agreeable to providing a supply of water to the customers of Party of the Second Part, as long as same does not compromise services to the users located within the jurisdiction of the **CITY OF MILTON**, and

**WHEREAS**, the Parties originally entered into an Agreement whereby the **CITY OF MILTON** would provide water service to users in the **WEST CARROLL WATER DISTRICT** on October 11, 1994, and have continued to mutually perform, without interruption, since that date, and

**WHEREAS**, Party of the Second Part has obtained a commitment of funds from the United States of America, Department of Agriculture, Rural Economic Community Development for improvement and expansion of its water lines, provided Party of the Second Part has a source of water availability for the period of the loan which extends to December 31, 2045, and

**WHEREAS**, the **CITY OF MILTON** has expanded its water service and anticipates having the ability to continue providing water to the **WEST CARROLL WATER DISTRICT** through December 31, 2045, without compromising service to its own customers;

### **NOW THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:**

**TERM** This Agreement will become effective with the signing by the representatives of each entity and will automatically renew on July 1 of each year thereafter through December 31, 2045.

**AMOUNT** Party of the First Part will guarantee water to Party of the Second Part, during the term of the Agreement in an amount up to 100,000 gallons of water per month.

**CONSIDERATION** Party of the Second Part will pay to Party of the First Part a reasonable rate for water provided, that amount currently being \$ 1.50 per 1,000

gallons. The rate amount shall be renegotiated between the parties every two years during the life of this Agreement.

Party of the Second Part will make payment on a monthly basis, within ten (10) days of receipt of a statement from Party of the First Part setting forth the usage and the amount owed during the period for which the statement covers. Failure to render payment within 30 days may result in discontinuation of the service.

**CONTACT** It is understood and agreed that the **WEST CARROLL WATER DISTRICT** is the customer in this agreement and billing and payment will be directed to that entity. At no time will the Party of the First Part contact individual users of the West Carroll Water District area.

**IN WITNESS WHEREOF**, the individuals who have affixed their signatures below acknowledge by their signatures that they have read the agreement and have the authority to sign for their respective agencies.

CITY OF MILTON, KY

WEST CARROLL WATER DISTRICT

Donald V. Oakley  
BY: Donald V. Oakley

Date Signed: 1/20/05

[Signature]  
By:

Date Signed: January 20, 2005