

AGREEMENT FOR SALE OF WATER

This Agreement entered into this 13th day of June, 2018, by and between the Todd County Water District (hereinafter called "Seller") and the City of Trenton Water and Sewer (hereinafter called "Purchaser");

WITNESSETH:

WHEREAS, Seller and Purchaser are each public entities organized and existing pursuant to the laws of the Commonwealth of Kentucky;

WHEREAS, Todd County Water District is a member of the Logan Todd Regional Water Commission;

WHEREAS, Purchaser has areas of its territory and residents therein, who desire a supply of water;

WHEREAS, Todd County Water District has a water transmission line in the area where City of Trenton Water and Sewer is unable to supply a reliable source of treated water;


WHEREAS, Purchaser is a member of the Logan Todd Regional Water Commission, but Purchaser requires a redundant supply for its customers;

WHEREAS, Todd County Water District can sell water to Purchaser;

WHEREAS, to obtain the supply and meet the demands of its customers, Purchaser desires to purchase water from seller;

NOW, THEREFORE, the Parties agree as follows:

1. Seller agrees to sell, and Purchaser agrees to purchase water at a metering station to be located at Watts Road at the rate of \$5.87 per 1,000

<p>KENTUCKY PUBLIC SERVICE COMMISSION Gwen R. Pinson Executive Director</p> 
<p>EFFECTIVE 6/22/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</p>

2. The Purchaser recognizes from time-to-time, the Sellers may experience increases in its cost of water and that those increases shall be passed along to the Purchaser consistent with uniform rate increase which from time-to-time may be passed along to the Seller's customers.

3. Seller shall install at Purchaser's expense, a meter to measure the water withdrawn from the Todd County Water District transmission line and sold to the Purchaser.


4. ~~Purchaser shall pay the Seller the current rate Seller pays Logan Todd Regional Water Commission for water~~ and in addition thereto, shall pay costs required to calibrate the meter at an interval as required by the Public Service Commission.

5. Seller shall invoice Purchaser once per month for water withdrawn. Purchaser will be expected to pay the amount charged upon receipt of an invoice.

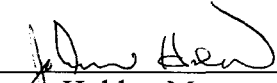
6. The initial term of this agreement shall be for five (5) years. Seller and Purchaser mutually agree this Agreement may be extended from time to time, upon mutual agreement of the parties.


7. Seller and Purchaser mutually agree, that from time to time, as the wholesale rate charged by Logan Todd Regional Water Commission to the Seller is adjusted the rate paid by the Purchaser shall be adjusted.

8. This is the entire agreement of the parties, no other term can be or will be considered unless executed with like formality.


KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director 
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CITY OF TRENTON
TRENTON WATER AND SEWER

By: 
Joann Holder, Mayor

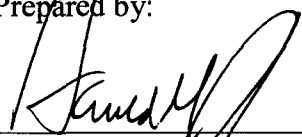
Attest: 
Trenton City Clerk

TODD COUNTY WATER DISTRICT

By: 
George Brown, Chairman

Attest: 
Secretary

Prepared by:


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