

732-7055

AGREEMENT TO PROVIDE WATER SERVICE

This Agreement is entered into this 20th 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 6th 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

[Signature]
By:

Date Signed: 1/20/05

Date Signed: January 20, 2005