

AGREEMENT TO PROVIDE WATER SERVICE

This Agreement is entered into this 20 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 _____, 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


BY: Donald V. Oakley


By:

Date Signed: Jan 20 2005

Date Signed: 1/20/05

West Carroll Water
P.O. Box 45

AGREEMENT TO PROVIDE WATER SERVICE

This AGREEMENT made by and between the CITY OF MILTON, a municipal corporation, Milton, Kentucky, 40045, party of the first, and the WEST CARROLL WATER DISTRICT, Carrollton, Kentucky, 41008, party of the second part,

WHEREAS, the party of the second part wishes to purchase water from the party of the first part for users located within the jurisdiction of the WEST CARROLL WATER DISTRICT, and

WHEREAS, the party of the first part is agreeable and able to supply water to the customers of party of the second part, within limits, without compromising services to its own users,

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Party of the first part will supply water to party of the second part, during the term of this Agreement, not to exceed 300,000 gallons per month.
2. In consideration for that service, party of the second part will pay ~~\$1.25 per 1,000 gallons~~ to party of the first part. Payment will be made, on a monthly basis, within ten (10) days of receipt of a statement from party of the first part setting forth the amount owed and the usage for the period for which the statement covers. Failure to render payment in a timely manner may result in discontinuation of further service under this agreement.
3. It is understood and agreed that service will be provided to the WEST CARROLL WATER DISTRICT and payment will be received from same. Party of the first part will not contract directly with individual users of the water service.
4. This AGREEMENT will become effective with the signing by the representatives of each entity and will continue until June 30, 1995. Unless one party notifies the other party, in writing, within the thirty (30) days prior to the anniversary of this agreement, that they do not wish to continue the Agreement, it will automatically renew under the same terms and conditions for another fiscal year beginning on July 1 and ending on June 30.

IN WITNESS WHEREOF, witness the signatures of the first and second parties by their appropriate officials.

CITY OF MILTON

WEST CARROLL WATER DISTRICT

BY: Donald V. Oakley

BY: Robert Perry

Date: Oct 11 1994

Date: 10-11-94

MITA

Carrollton Utilities

RULES AND REGULATIONS
OF THE MILTON WATER & SEWER DISTRICT

732-7058

Rates, Charges, & Fees

Number of Gallons <u>of Water Per Month</u>	Monthly Charge Per <u>1,000 Gallons</u>
First 2,500 gallons or less	\$10.00 (minimum charge)
Next 3,500 gallons	\$ 1.75
Next 4,000 gallons	\$ 1.50
All over 10,000 gallons.	\$ 1.25
Number of Gallons <u>of Water Per Month</u>	Sewer User Monthly Charge Per <u>1,000 Gallons</u>
First 2,500 gallons or less	\$15.75 (minimum charge)
All over 2,500 gallons	\$ 4.15
Residential Water & Sewer Taps	\$350.00 each
Commercial Water & Sewer Taps	\$500.00 + materials cost difference between a 3/4" meter and a larger meter
<u>Renter's Deposits</u>	
Water Only	\$ 50.00
Water & Sewer	\$150.00
This must be paid <u>before</u> water is turned on.	

Bills not paid within ten days of the billing date are considered delinquent and subject to a 10% penalty. The city WILL serve a customer written notice of their delinquency and of the fact that such customer is entitled, upon written request, to a hearing on the question of termination of service. When a water/sewer user is sent a cut-off notice and payment is not received within the next ten days, water will be discontinued without further notice (no exceptions). A charge of \$25.00 will be required over and above the water bill for service to be reinstated.