

BILLING SERVICE AGREEMENT

THIS AGREEMENT entered into this 9th day of December 2020 by and between **OLDHAM COUNTY WATER DISTRICT (“OCWD”)** and **OLDHAM WOODS SANITATION. (“OWS”)** (collectively, “the Parties”).

WHEREAS, OWS has expressed its interest in engaging OCWD to perform customer billing, accounting, and collection of OWS sewer service charges (“Billing Service”);

WHEREAS, this engagement would involve the inclusion of the said sewer service charges on OCWD’s own bills for water service to OWS sewer customers;

WHEREAS, OCWD is willing to perform said Billing Service for OWS’s sewer service, pursuant to the provisions set forth in this Agreement;

WHEREAS, OWS agrees to timely furnish OCWD with sufficient data related to the sewer service charges necessary for OCWD to perform the Billing Service, including any changes in the number and location of sewer customers; and

WHEREAS, the geographical area for which OCWD will perform this Billing Service for OWS is within OCWD’s water service area.

NOW, THEREFORE, the Parties agree as follows:

1. Term of Agreement. This Agreement shall be for an initial two (2) year term commencing on January 1, 2021 and terminating on December 31, 2022. At the end of the initial term, the Agreement shall automatically renew for successive twelve-month periods, upon the same terms and conditions, unless either Party cancels the Agreement pursuant to the provisions in paragraph 13.

2. Billing Amount and Schedule. The Parties agree that OCWD shall administer the Billing Service for OWS using such rates as are lawfully established by OWS. The Parties further agree that the Billing Service shall take place on OCWD’s regular, periodic billing schedule pursuant to

OCWD's regular billing processes, and shall be included on OCWD's regular water bill to those OCWD customers receiving sewer service from OWS.

3. Remittance. OCWD agrees to perform the Billing Service for all legally-established sewer service charges for OWS customers as part of its regular billing of water charges. OWS understands that customers are billed monthly. OCWD further agrees to remit payments collected to OWS on or before the 20th day of the following month after payment is received. OCWD's remittance will include a summary of the accounts billed and payments collected.

4. Monthly Reports. OCWD agrees to provide OWS with regular monthly reports as to the number of sewer users billed, gross and net billing, adjustments to billing, and uncollectible bills and accounts.

5. OCWD Fee. OCWD shall charge a fee to OWS of \$2.60 per month for each customer billing of sewer fees. This fee shall be deducted from the monthly remittance to OWS. This fee may be adjusted annually due to an increase in costs of providing the Billing Service. Such adjustment shall not exceed three (3) percent annually.

6. OCWD Responsibility. The Parties agree that OCWD is responsible only for collection of payments in the ordinary billing and collection services, and that OCWD assumes no liability and no responsibility for other collection methods, including, but not limited to, water shut-off and formal legal collection proceedings. OCWD further agrees to use the same diligence, policies, and procedures in the Billing Service as it uses in the administration, billing, accounting, and collecting of its own water service charges.

7. Partial Payment. Any payment received by OCWD which is not adequate to pay the bill in full or any payment according to a payment plan shall be applied first to the water service portion of the bill.

8. Rate Adjustment. In the event OWS adjusts the rates that it charges for providing sewer service, OCWD shall incorporate the revised rates into its billing software upon thirty (30) days notice and upon receipt by OCWD of a final Order from the PSC approving such rate adjustment. The Parties agree that OWS shall notify customers affected by any such rate

adjustment at least thirty (30) days in advance of any billing reflecting such rate adjustment.

9. Joint Accounts. In the case of joint accounts, the Parties agree to take whatever action is necessary to have sanitary sewer service and the liability therefore placed in the same person or name as is the water service for the account. An example of this requirement would be in the case of rental property, where the landlord is billed instead of the tenant(s) or vice versa.

10. Tax. In addition to the calculation of the Billing Service as set forth herein, OCWD shall calculate the applicable state sales and use tax and include the same on the monthly bill to customers.

11. Change in Billing Procedures. OCWD reserves the right to change its billing procedures with at least 90 days notice.

12. Right to Inspect. OWS shall have the right, at OWS's request and upon reasonable notice, but not more frequently than once per year, to perform an on-site inspection of any OCWD records required to determine the accuracy of OCWD's Billing Service as provided in this Agreement.

13. Termination of Agreement. This Agreement may be cancelled by either OCWD or OWS by certified mail, with at least 180 days written notice to the other Party. In the event of such cancellation, both Parties agree to work together in a timely manner to ensure that the sewer customers will be billed in a timely fashion during this transition period.

14. Notice. Notice to the Parties shall be by certified mail to the following:

For OCWD:

Chief Executive Officer
Oldham County Water District
PO BOX 51
Buckner, KY 40010

For OWS:

Director
Oldham Woods Sanitation Inc.
PO Box 23226
Louisville, KY 40223

15. Assignment. The Parties agree that neither OCWD nor OWS shall assign this Agreement to any third party without the other Party's prior written consent.

16. Binding Nature. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors.

17. Jurisdiction. The Parties agree that this Agreement shall be governed by the laws of the Commonwealth of Kentucky.

18. Severability. If any paragraph, clause, or provision of this Agreement should ever be held invalid by a court of competent jurisdiction, any such holding shall not affect the validity of the remaining paragraphs, clauses, or provisions of the Agreement.

19. Entirety of Agreement. The Parties further agree that this Agreement shall supersede all previous agreements, oral or written, between the Parties with respect to Billing Service, and that this Agreement constitutes the entire agreement between the Parties with respect to Billing Service. The Agreement may be altered or amended only by written agreement of both Parties.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Oldham County Water District:



Russell Rose, CEO

Oldham Woods Sanitation:



Patience Martin, Director