

AGREEMENT

THIS AGREEMENT made and entered into on the 28 day of September, 2021, by and between **WILLIAMSON UTILITIES** (herein "Williamson"), Post Office Box 659, Williamson, West Virginia 25661, and **MOUNTAIN WATER DISTRICT** (herein "Mountain Water"), Post Office Box 3157, Pikeville, Kentucky 41502, each Party and each a Party.

WHEREAS, Mountain Water is the owner and operator of a sanitary sewer system and appurtenances serving the South Williamson area of Pike County, Kentucky; and

WHEREAS, Mountain Water has established charges for sanitary sewer services rendered to its customers based upon water usage by such customers and bills such charges on a periodic basis to its customers so served; and

WHEREAS, Mountain Water is obligated to collect delinquent sanitary sewer service charges from its customers so served; and

WHEREAS, Chapter 96 of the Kentucky Revised Statutes permits Mountain Water to enforce collection rates and charges for the use of sewer facilities by requiring that water service be discontinued, until payment is made or some satisfactory arrangement is reached; and

WHEREAS, Williamson is engaged in the business of providing water service to substantially the same area and customers in the South Williamson area of Pike County as are served by Mountain Water, and Williamson is in a position to supply to Mountain Water the customer and water usage data that Mountain Water requires to compute customer bills, monitor collection of its sanitary sewer service charges, and to terminate water service for reason of delinquency in the payment of any sanitary sewer service charge by a customer of Mountain Water; and

WHEREAS, Williamson is authorized, pursuant to Chapter 96 of the Kentucky Revised Statutes, to enter into an agreement with Mountain Water for the termination of water service and discontinuance of the supply of water from its system to any premises at which the sanitary sewer service charge for sanitary service supplied by Mountain Water are unpaid; and

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WHEREAS, Mountain Water has requested Williamson to provide to Mountain Water customer and water usage data for Williamson customers in the South Williamson area which will permit Mountain Water to compute bills and monitor collection of its sanitary sewer service charges; and

WHEREAS, Williamson is willing to furnish the requested customers and water usage data to Mountain Water and to disconnect and reconnect such service all pursuant to and subject to the terms and conditions hereafter set forth.

NOW THEREFORE, in consideration of the recitals which are a material part of the Agreement, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed by and between the parties as follows:

A. CUSTOMER DATA TRANSFER, BILLING, & SERVICE DISCONNECTS

1. Mountain Water and Williamson shall jointly designate each sanitary sewer service customer of Mountain Water (in the South Williamson area of Pike County) who is also a water service customer of Williamson.
2. Williamson shall bill all customers identified in Paragraph A(1) above for water services and Mountain Water shall bill all such customers for sanitary sewer services.
3. Williamson shall provide to Mountain Water by the 20th of each month the following data for each customer identified in Paragraph A(1) above:
 - a. Customer Name
 - b. Customer Address
 - c. Meter reading and water consumption for current month
 - d. Any changes to Williamson customer accounts for the previous month including changes in customer names or billing addresses, accounts terminated, and new water customer services added.



4. Mountain Water will be responsible for generating and mailing out disconnect notices for non-payment of service bills to its customers pursuant to its own adopted policies and procedures. However, Mountain Water shall supply to Williamson by the 30th of each month, a listing of its sewer customers who are delinquent in payment of their sewer bills and for whom it intends to have water service disconnected that month. This listing shall contain the customer's name and address, amount of payment in arrears, and any other particulars related to its justification for termination of service.
5. Williamson shall shut off water service for non-payments of sanitary sewer service charges for those customers identified by Mountain Water pursuant to Paragraph A(4) above. Such disconnects shall be made by Williamson during the same period of time each month that it normally disconnects water service to its water customers for non-payment of water service charges but in no event shall the disconnects be made later than thirty days after receipt of written notice from Mountain Water.
6. Mountain Water shall provide to Williamson appropriate information on sewer customers who have paid delinquent amounts or otherwise satisfied their debt for sanitary sewer services to Mountain Water and for whom it desires to have water service restored. Upon receipt of such information, Williamson shall restore water service to those customers, observing the same diligence, policies, and procedures as it uses in restoring water service accounts.
7. Mountain Water agrees to pay Williamson the sum of \$30.00 for each and every water service terminated at the request of Mountain Water pursuant to the terms of this agreement.
8. Mountain Water agrees to pay Williamson the sum of \$30.00 for each and every water service restored by Williamson pursuant to the terms of this agreement.



9. Williamson shall provide a monthly statement to Mountain Water by the 10th day of each month for services provided the prior month. The statement shall include a listing of the customers disconnected, and the customers reconnected. Mountain Water agrees to pay the same within twenty days after receipt thereof.

B. MISCELLANEOUS PROVISIONS

1. The term of this agreement shall be for a period of 5 years beginning on September 28, 2021. This agreement shall automatically renew for successive 5-year periods, upon the same terms and conditions, unless terminated in writing ninety (90) days prior to the end of its term. Any party proposing a renewal with different terms and conditions shall submit: a written proposal containing such terms and conditions to the other party no later than ninety (90) days prior to the expiration of the then existing term of the agreement.
2. Mountain Water and Williamson shall each designate an individual or individuals as liaison to assist in the implementation of the terms of this agreement by assisting with the transmission of information required by the agreement and by responding to questions or requests for information from the public.
3. The water service terminated pursuant to this agreement shall not be restored until all charges, taxes, and reconnect fees have been paid or until suitable payment arrangements have been made by the sanitary sewer service customers, but shall be restored as soon as practicable thereafter.
4. In accordance with KRS 96.942, Williamson shall incur no liability by reason of discontinuing water service pursuant to this agreement.

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5. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
6. This agreement has been entered into and shall be construed in accordance with the laws of the Commonwealth of Kentucky.
7. This agreement is the entire written agreement between the parties and may not be amended, modified or revised except by a written instrument signed by each of the parties. This agreement shall constitute neither a partnership nor a joint venture, and is for services rendered to Mountain Water by Williamson.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter set forth, but to be effective September 28, 2021.

ATTEST:

WILLIAMSON UTILITIES

BY: Chark W. Hatfield
Mayer, City of Williamson

ITS: _____

ATTEST:

MOUNTAIN WATER DISTRICT

BY: [Signature]

JOHNNY DENISON

ITS: CHAIRPERSON

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