## AGREEMENT BETWEEN MOUNT OLIVET UTILITY COMMISSION AND BUFFALO TRAIL WATER ASSOCIATION, INC.

This Agreement made and entered into this 5<sup>TH</sup> day of <u>January</u>, <u>2010</u>, by and between Mount Olivet Utility Commission, hereinafter called First Party, and the Buffalo Trail Water Association, Inc., hereinafter called Second Party, being applicable to the Second Party customers who are connected to the Mount Olivet Sewer System, being part of the operations of First Party.

WITNESSETH, that for and in consideration of the following mutual covenants and conditions, the parties hereto agree as follows:

- 1. When any customer of the First Party fails to pay their sewer bill, upon notification by the First Party to the Second Party, the Second Party shall disconnect the customer's water supply as provided for in Kentucky Revised Statutes, and any other applicable ordinances and regulations.
- 2. Upon payment of the delinquent sewer bill, the First Party shall notify the Second Party. The Second Party's regular reconnect fee shall be assessed upon reconnection of the water service.
- 3. The term of this agreement shall be for one (1) year from the date executed by the parties, and approved by the Public Service Commission and 30 days after notice of this agreement is provided to all applicable customers, whichever is later.

WITNESS the signature of the parties this \_5+h day of \_January, 2010.

MOUNT OLIVET UTILITY COMMISSION

Mount OLIVET UTILITY COMMISSION

KEITH FILLIS, CHAIRMAN

BUFFALO TRAIL WATER ASSOCIATION

William Clary

WILLIAM CLARY, PRESIDENT

TARIFF BRANCH
RECEIVED
1/11/2010

PUBLIC SERVICE COMMISSION OF KENTUCKY