

**AGREEMENT FOR METER READING,  
BILLING & COLLECTION SERVICES**

**Part I - AGREEMENT**

This Agreement for Meter Reading, Billing & Collection Services is by and between the Cleveland Sanitation Authority, Inc., a corporate agency, instrumentality and constituted authority of the cities of Cave City, Horse Cave, and Park City pursuant to the Amended Interlocal Cooperation Agreement entered under the provisions of the Kentucky Revised Statutes ("KRS") 65.210 through 65.300 and duly organized under the laws of the State of Kentucky (hereinafter referred to as the "AUTHORITY"), acting herein by William T. Austin, President, hereunto duly authorized, and Green River Valley Water District a utility district organized under the laws of the State of Kentucky, (hereinafter referred to as the "AGENT"), acting herein by Elroy Larimore, Manager, hereunto duly authorized;

**WITNESSETH THAT:**

WHEREAS, the AUTHORITY has acquired the sewage treatment plants and collection systems previously owned and operated by the cities of Cave City and Horse Cave, Kentucky and is in the process of constructing improvements to the treatment plants; and

WHEREAS, the AGENT previously provided meter reading, billing, and collection services to the cities of Cave City and Horse Cave under separate agreements; and

WHEREAS, the AUTHORITY desires to engage the AGENT to render certain services in connection with the operation of the sewer system and the AGENT has indicated a desire to provide such services;

NOW, THEREFORE, the parties do mutually agree as follows:

The AUTHORITY hereby agrees to employ the AGENT and the AGENT hereby agrees to perform the SCOPE OF SERVICES in Part II of this AGREEMENT in accordance with the TERMS AND CONDITIONS listed in Part III of this AGREEMENT.

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**Part II - SCOPE OF SERVICES**

The AGENT shall, in a satisfactory and proper manner, provide the following services in connection with the Mammoth Cave Regional Sewer System:

**1. Meter Reading Services**

- (a) Read all sewer customer water meters once a month in accordance with a schedule to be established by the AGENT.
- (b) The AGENT shall be responsible for insuring that all water meters are installed and maintained adequately to provide an accurate record of water usage.

**2. Billing & Collection Services**

- (a) Prepare and mail monthly bills to all sewer system users based upon the current schedule of rates and penalties duly adopted by the AUTHORITY. Monthly bills will be mailed by the 15th of each month and will be payable between 1st and 10th of the month.
- (b) Sewer billings which are based on elements other than water usage will be handled by the AGENT based upon mutual understandings between the AGENT and the AUTHORITY and deemed appropriate for each circumstance.
- (c) Any adjustments to sewer billings based on adjusted water usage figures shall automatically be handled by the AGENT and documentation for such adjustments shall be maintained at the office of the AGENT.
- (d) Any sewer accounts which are not paid by the 10th of each month will be assessed with a 10% late charge which will be retained by the AGENT.
- (e) Billing complaints will be handled by the AGENT. Sewer service complaints will be handled by the AUTHORITY.
- (f) Once a month, no later than the 10th day of the month, the AGENT shall issue a check to the AUTHORITY for an amount which equals the total sewer revenues collected for that month less the "Service Fee," as set out in Part III, - TERMS AND CONDITIONS below.

**3. Reports & Records**

- (a) The AGENT shall submit summary reports <sup>EFFECTIVE</sup> to the AUTHORITY stating monthly sewer bills due, total sewer

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collections, delinquent accounts, and adjustments, etc. These reports will be submitted by the 10th of each month.

(b) The AGENT shall provide any other reports or data reasonably requested by the AUTHORITY for the purpose of analyzing user rates or other matters necessary to operate the sewer system efficiently.

(c) The AGENT shall provide the AUTHORITY or its duly authorized agents access to financial records and data for audit purposes.

**4. Termination for Non-Payment**

The AGENT agrees to terminate water service to any customer that fails to pay their sewer bill, unless otherwise instructed by authorized representatives of the AUTHORITY.

**Part III - TERMS AND CONDITIONS**

**1. Method of Payment**

Compensation for work to be undertaken as part of the SCOPE OF SERVICES will be on a per customer/per bill basis which will include the cost to the AGENT associated with salaries, general office overhead, secretarial services, fringe benefits, telephone calls, travel, and other federally audited overhead.

Payments will be made in accordance with the service fee schedule set forth below:

**\$ .50/Month - Per Customer/Bill**

No services for which additional compensation will be charged by the AGENT shall be furnished without the written authorization of the AUTHORITY.

**2. Indemnification**

The AGENT shall be and shall remain liable, in accordance with applicable law, for all damages to the AUTHORITY, or the cities which make up the AUTHORITY, caused by the AGENT'S negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent attributable to the AUTHORITY, Authority-furnished data, or any third party.

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**3. Insurance & Bonding**

The AGENT shall maintain fidelity bonds for all officials or employees entrusted with receipt and disbursement of AUTHORITY funds in an amount at least equal to the amount of AUTHORITY funds in the AGENT'S custody at any single point in time.

**4. Personnel**

The AGENT represents that he has, or will secure at his own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the AUTHORITY. All personnel engaged in performing the scope of services under this Agreement shall be fully qualified and shall be authorized and permitted under State and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the AUTHORITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**5. Compliance with State & Local Laws**

The AGENT shall comply with all applicable laws, ordinances, and codes of the State and local governments having jurisdiction over the AUTHORITY or the AGENT, and the AGENT shall hold the AUTHORITY harmless with respect to damages arising from any actions committed while performing any of the work embraced by this Agreement.

**6. Executive Order 11246, Section 202 Equal Opportunity**

During the performance of this Agreement, the AGENT agrees as follows:

(a) The AGENT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The AGENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The AGENT agrees to

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post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(b) The AGENT will, in all solicitation or advertisements for employees placed by or on behalf of the AGENT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

(c) The AGENT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(d) The AGENT will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60) and all other rules, regulations, and relevant orders of the Secretary of Labor.

(e) The AGENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules and regulations of the Secretary of Labor. The AGENT will permit access to records pursuant to this Order.

(f) In the event the AGENT fails to comply with the provisions of Executive Order 11246, as amended, or with any other rules and regulations issued by the Secretary of Labor, this contract may be cancelled, terminated, or suspended in whole or part and the AGENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or other rules and regulations of the Secretary of Labor.

(g) The AGENT will include the provisions of paragraphs (a) through (g) of this clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The AGENT will take such action with respect to any subcontract or purchase order as the AUTHORITY may direct as a means of enforcing such provisions, including sanctions

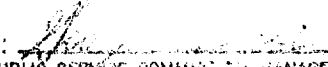
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for noncompliance; provided, however, that in the event the AGENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the AUTHORITY, the AGENT may request the United States to enter such litigation to protect the interests of the United States.

**7. Rehabilitation Act of 1973, Section 504 Handicapped**

The AGENT agrees to implement the following Affirmative Action Plan for Handicapped Workers:

(a) The AGENT will not discriminate against any employee or applicant for employment because of a physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The AGENT agrees to take affirmative action to employ, advance in employment, or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices including: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).

(b) The AGENT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.

(c) In the event the AGENT fails to comply with the requirements of the Act, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The AGENT agrees to post notices in conspicuous places, available to employees and applicants for employment. Such notices shall state the AGENT'S obligation under the law to take affirmative action to employ, and advance in employment, qualified handicapped employees and applicants for employment, and the rights of same.

(e) The AGENT will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the AGENT is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ, and advance in employment, physically and mentally handicapped individuals.

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COMMISSIONER

(f) The AGENT will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The AGENT will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may require to enforce such provisions, including action for noncompliance.

#### 8. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any federally assisted activity covered by this AGREEMENT.

#### 9. Termination of Agreement

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the terminating party prior to termination.

(b) This Agreement may be terminated in whole or in part in writing by the AUTHORITY for its convenience, provided that the AGENT is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the terminating party prior to termination.

(c) If termination for default is effected by the AUTHORITY, an equitable adjustment in the compensation provided for in this Agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the AGENT at the time of termination may be adjusted to cover any additional costs to the AUTHORITY because of the AGENT'S default. If termination for default is effected by the AGENT, or if termination for convenience is effected by the AUTHORITY, the equitable adjustment shall include a

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reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the AGENT for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the AGENT relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action pursuant to paragraphs (a) or (b) of this clause, the AGENT shall: 1) promptly discontinue all services affected (unless the notice directs otherwise); and 2) deliver or otherwise make available to the AUTHORITY all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the AGENT in performing the services in this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) of this clause, the AUTHORITY may take over the work and may award another party a contract to complete the work under this Agreement.

(f) If, after termination for failure of the AGENT to fulfill contractual obligations, it is determined that the AGENT had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the AUTHORITY. In such event, adjustment of the price provided for in this contract shall be made as provided in paragraph (c) of this clause.

#### 10. Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the AUTHORITY and the AGENT arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Kentucky.

#### 11. Addresses of Notices and Communications

The official addresses for all notices and communications between the contracting parties are:

Green River Valley Water District  
P.O. Box: <sup>579</sup>  
Cave City, Kentucky 42127

Caveland Sanitation Authority, Inc.  
P.O. Box: 463  
Cave City, KY 42127

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