

HYDRANT INSPECTION AND MAINTENANCE AGREEMENT

Come the parties to this Hydrant Inspection and Maintenance Agreement ("Agreement"), on this the 10 day of May, 2018, by and between Elkhorn Water District of Franklin County ("EWD"), and the Franklin County Fire Department (the "Fire Protection District"), and state as follows:

WHEREAS, one or more hydrants connected to EWD's water distribution system is located within the Fire Protection District's service territory; and

WHEREAS, the EWD does not provide fire protection to its customers, nor to others; and

WHEREAS, the EWD agrees to allow the Fire Protection District to use the EWD's hydrants in the performance of its duties without cost to the Fire Protection District as long as the fire Protection District reports the estimated amount of water used by the Fire Protection District and otherwise complies with EWD's District Tariff on file with the Kentucky Public Service Commission as required by that Rule and Regulation. Effective Date of this agreement is 10-01-09, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Fire Protection District agrees to periodically inspect and perform certain maintenance on EWD's hydrants located within the Fire Protection District's service territory in return for the benefit of using EWD's hydrants.

NOW THEREFORE, it is agreed as follows:

1. The Fire Protection District agrees to annually inspect all of EWD's hydrants located within the Fire Protection District's territory to ascertain those hydrants that are in good operating condition and meet the desired flow rate and pressure.

2. The Fire Protection District will perform the following maintenance activities on those hydrants:

- a. Lubricate as needed the threads of the discharge caps and the operating nut of the hydrant;
- b. Cut grass and weeds as needed to maintain the accessibility and visibility of each hydrant;
- c. Check to verify that each hydrant is in good operating condition;
- d. If desired by the Fire Protection District, color code paint the hydrants based on anticipated flow rates; and
- e. Remove any obstructions to use or visibility of each hydrant and, if requesting EWD's assistance in removing such obstructions,

3. EWD shall be responsible for all other maintenance

KENTUCKY
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Gwen R. Pinson
Executive Director

Gwen R. Pinson

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4. Beginning July 1, 2018, the Fire Protection District will promptly report in writing to EWD any deficiency of the operating condition of any hydrant located within the Fire Protection District's service territory.

5. The Fire Protection District will provide to EWD on or before July 1 of each year, written verification that each hydrant has been inspected and that the Fire Protection District has performed any and all maintenance required by this Contract on each hydrant during the prior 12 months.

6. EWD hereby assigns to the Fire Protection District the non-exclusive right to use EWD's easements for the purpose of inspection, maintenance and removal of any obstructions, with respect to the subject hydrants.

7. Testing of the hydrants shall be conducted in accordance with EWD's Protection District Tariff, provided, however, that the Fire Protection District will not be responsible for damage to EWD's system except to the extent such damage is caused by the Fire Protection District's failure to exercise ordinary care, including, but not limited to, such act as excessive pumping pressure.


8. This Contract shall have an initial term of two (2) years beginning with its date of execution. This Contract will automatically renew for successive one-year terms unless either EWD or the Fire Protection District gives written notice to the other party, at least six (6) months prior to the then upcoming expiration date, this Contract will be terminated.

9. The Fire Protection District will provide EWD (via Gatewood Water Service) 24 hours' notice before flushing or testing hydrants. EWD water operation staff may be present during flushing/testing.

ELKHORN WATER DISTRICT ("EWD")

By: 
MICHAEL DUDGEON, Chairman

**FRANKLIN COUNTY FIRE DEPARTMENT
("Fire Protection District")**

By: 
(Name) **KENTUCKY PUBLIC SERVICE COMMISSION**
Gwen R. Pinson
Executive Director

Its: Chair
(Title) Gwen R. Pinson

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FOR Southeastern Franklin Co
Community, Town or City

P.S.C. KY. NO. 4

Original SHEET NO. 20

CANCELLING P.S.C. KY. NO. 3

SHEET NO. _____

Elkhorn Water District
(Name of Utility)

FIRE DEPARTMENTS

Any city, county, urban-county, charter county, fire protection district, or volunteer fire protection district ("User") may withdraw water from the District's water distribution system for the purpose of fighting fires or training firefighters at no charge on the condition that it maintains estimates of the amount of water used for fire protection and training during the calendar month and reports the amount of this water usage to the District no later than the 15th day of the following calendar month. (T)

Any User that withdraws water from the District's water distribution system for fire protection or training purposes and fails to submit the required report on water usage in a timely manner shall be assessed the cost of this water. A User shall submit a monthly report even if it withdraws no water for fire protection or training purposes. (T)
(T)
(T)

A non-reporting User's usage shall be presumed to be 0.3 percent of the District's total water sales for the calendar month. A non-reporting User may present evidence of its actual usage to rebut the presumed usage. The District shall consider this evidence and shall adjust the presumed usage amount accordingly. (T)
(T)

The non-reporting User shall be billed for this usage at the lowest usage block rate regardless of customer classification that the District charges. (T)

A non-reporting User shall also be assessed a penalty of \$50.00 for each failure to submit a report in a timely manner. (I)

DATE OF ISSUE March 21, 2018
Month / Date / Year

DATE EFFECTIVE May 15, 2018
Month / Date / Year

ISSUED BY M. D. Dubson, Jr.
(Signature of Officer)

TITLE Chair

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Gwen R. Pinson
Executive Director

Gwen R. Pinson

5/15/2018
EFFECTIVE
2/8/2019

PURSUANT TO 201 KAR 2:010 SECTION 9 (1)
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)