

City of South Shore

69 Narco Drive • South Shore, Kentucky 41175

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PUBLIC SERVICE
COMMISSION

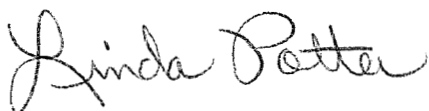
April 19, 2013

Commonwealth of Kentucky
Public Service Commission
P.O. Box 615
Frankfort, KY 40602-0615

RE: Case File No. 2012-00476

Enclosed please find the signed contract for the Certified Water Treatment and Distribution System Operator for the City of South Shore.

Sincerely,



Linda Potter
City Clerk

041213PSB

EMPLOYMENT CONTRACT

WHEREAS, CITY OF SOUTH SHORE, KENTUCKY (“the City”) is in the process of purchasing the South Shore Water Works Company; and

WHEREAS, by Order of the Public Service Commission Case No. 2012-00476, said Commission requires the City to contract with a Certified Water Treatment and Distribution System Operator for a period of no less than one year; and

WHEREAS, Donald Greg Hall (HALL) desires to serve as said Operator; and

WHEREAS, Donald Greg Hall holds any and all required licenses and/or qualifications to be deemed a Certified Water Treatment and Distribution System Operator;

NOW BE IT AGREED by and between the parties hereto as follows:

1. That the City shall employ, and Hall perform work for, the City, as a Certified Water Treatment Distribution System Operator.
2. That Hall shall be compensated at an hourly rate of \$21.01 per hour. Any and all overtime shall be approved by the Mayor. Overtime rate, other compensation and benefits shall be governed by the City personnel policy.
3. That Hall shall be subject to the City personnel policy and this contract is not meant to exclude with same.
4. That the period of this contract shall be for one year.
5. If for any reason Hall terminates this contract, he shall be required to provide at least sixty (60) days written notice. If Hall does not provide sixty (60) days notice of termination then he shall be in

breach and subject to any and all damages incurred by the City including the cost difference to the City of hiring a new operator.

6. That the City shall be able to terminate this agreement with thirty (30) days notice to Hall.
7. That the term of this contract shall be for one (1) year from the date of signing.
8. That the terms of this contract may be renewable upon mutual consent of the parties, in writing.
9. That the proper venue and jurisdiction for any claims and disputes arising out of this contract shall be Greenup County, Kentucky.
10. That any breaching party shall be liable for any and all attorney fees and/or litigation expenses incurred by the non breaching party, as well as other damages allowable under law.
11. That if for any reason the City does not complete the purchase of the South Shore Water Works Company, all parties acknowledge the purpose of this contract would be frustrated and therefore would be null and void.

IN WITNESS WHEREOF, the parties have executed this instrument on this

17th day of April 2013.

CITY OF SOUTH SHORE, KENTUCKY
("THE CITY")

BY: Cheryl Moore

TITLE: Mayor

Donald G. Hall
DONALD GREG HALL

STATE OF KENTUCKY:

COUNTY OF GREENUP:

The foregoing instrument was acknowledged before me this 17 day of
April 2013 by Mayor Cheryl Moore of City of South Shore, Kentucky, on
behalf of the City.

Kathy A. Lester
NOTARY PUBLIC

My Commission Expires: 12-31-14

STATE OF KENTUCKY:

COUNTY OF GREENUP:

The foregoing instrument was acknowledged before me this 17 day of
April 2013 by DONALD GREG HALL.

Kathy A. Lester
NOTARY PUBLIC

My Commission Expires: 12-31-14