

ELKHORN WATER DISTRICT
P. O. BOX 67
FRANKFORT, KENTUCKY 40602

COMMISSIONERS

W. D. Juett, Chairman
G. W. Switzer, Secretary
L. I. McDaniel, Jr., Treasurer

This CONTRACT made and entered into this 4 day of June 1979
between Dale S. Gatewood, Route 6, Frankfort, Kentucky 40601 and Elkhorn
Water District, P. O. Box 67, Frankfort, Kentucky 40602 states that Dale
S. Gatewood will receive a sum of \$4200.00 for the year 1979 for reading
water meters of the customers monthly.

It is further agreed that Dale S. Gatewood will receive payment on a per
job basis for maintenance work necessary for the continuous operation of
the Elkhorn Water District.

SIGNED Dale S. Gatewood
DALE S. GATEWOOD

SIGNED W. D. Juett
W. D. JUETT, CHAIRMAN
ELKHORN WATER DISTRICT

WITNESS: L. I. McDaniel, Jr.

DATE 4-4-79

ELKHORN WATER DISTRICT

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SCHEDULE OF CHARGES MADE BY ELKHORN WATER DISTRICT

Install short meter	\$75.00	75.00
Install long meter	200.00	200.00
Repair line leak	75.00	75.00
Tower and pump house maintenance	\$50.00 to \$75.00	50.00 to 75.00

SCHEDULE OF UNNORMAL CHARGES MADE BY ELKHORN WATER DISTRICT TO CUSTOMERS

New Hookup	\$300.00	300.00
Water Service Disconnection & Restoration	\$11.00	15.00
(Meter Reader paid \$10.00)		
Trip to disconnect water service but customer pays bill to avoid this	\$7.50 (Meter Reader paid \$5.00)	5.00
	7.50	5.00

Elkhorn Water District

5/14/2019

Meeting Minutes

All present in the the meeting were Michael Dudgeon, Abner Lipps, Steve Mika, Nancy Sherrow, Clay Patrick, Sandy Broughman, and Dale Gatewood

Meeting was called to Order at 4:00

Minutes from April were not ready and will be presented in Junes meeting. Financials were excepted.

Nancy stated that Aprils fire report was 500 gallons and that 56 people paid with charge cards.

Dale stated fire dept is flushing, water loss for the month was 17% and will secure fencing aroung tank #2 due to cow damage.

KIA- Mike writing letter about our timeline.

ATT- have spoke with their legal dept about 50/50 split, waiting on response.

Dale asking for 15% increase for services rendered. \$2000-2300 monthly. approved. starting July 1.

KyDEP - Monitoring violation from november was due to failure of 3rd party lab equipment.

KACO - on site inspection for insurance reasons to be scheduled.

Adjourned

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Operations and Maintenance Agreement

This Agreement is entered into by and between Elkhorn Water District, ("First Party" or "EWD") and Gatewood Water Service, ("Second Party" or "GWS").

WHEREAS, EWD was created under KRS Chapter 74 in the month of March 1961;

WHEREAS, EWD is a public water system as defined in 401 KAR 8:010 and assigned a public water system identification number of KY0370346;

WHEREAS, EWD is regulated under KRS Chapter 224 and 401 KAR 8:010, 401 KAR 8:020, 401 KAR 8:150, and 401 KAR 8:200;

WHEREAS, EWD has approximately 600 customers in Franklin County, Kentucky, serving its members through 30 miles of distribution main lines, storage tanks, and pump stations;

WHEREAS, GWS represents that it is qualified to operate and maintain the EWD water system, has all necessary certifications to do so, represents that it is fully capable of fulfilling the requirements of the operations and maintenance of the EWD water system;

WHEREFORE, the Parties hereby agree as follows:

1. GWS agrees to provide the duties and responsibilities necessary to fulfill the terms of this Agreement and the terms hereof will serve as the Agreement between EWD and GWS.
2. GWS hereby contracts with EWD to provide the services enumerated in the basic monthly services, attached hereto as Exhibit A, for an initial monthly fee of Two Thousand Eight Hundred Seventy-Five Dollars (\$2,875.00). Reimbursement shall occur by the end of the month.
3. GWS will be allowed to increase the basic monthly services fee each calendar year on April 1, based on a percentage not greater than the Consumer Price Index (CPI), previous 12-month percent change for the South Region as published by the United States Bureau of Labor Statistics. EWD agrees that only positive (+) CPI adjustments will be applied to the basic monthly services fee. Negative (-) CPI values will not be used to reduce the basic monthly services fee. Rate adjustments will only be evaluated and permitted once per year on April 1st.
4. Additional billing required to service the EWD will be billed per Exhibit B and invoiced monthly. Review/approval shall occur at the monthly board meeting. Reimbursement shall occur no later than the tenth of the month.
5. GWS submits that it is in good standing with all certification boards (Drinking Water Distribution Operator Class 3 or higher) of the Commonwealth of Kentucky and has provided operational support since November 1, 1978.

6. GWS is an independent contractor for purposes of any of work, services, or any form of labor which it provides for EWD. GWS is responsible for all withholdings on all employees. GWS is required hereunder to maintain a policy of Worker's Compensation insurance covering its employees.
7. GWS will attend all board meetings of EWD and will provide the following information at said meetings: (1) a written summary of the prior month's activities, (2) water usage and loss data in a written format approved by the Kentucky Public Service Commission, (3) written planning of all activities for the current month and projection for future activities in future months.
8. EWD or GWS may cancel this Agreement with a ninety (90) day written notice to the other Party. In the event said agreement is canceled, GWS will be responsible to fulfil the Agreement during the ninety (90) day notice of cancelation.
9. The period of this agreement shall be for five (5) years from the date of signature. EWD and GWS have the option of extending this agreement or negotiating a new contract at the end of the term of this original agreement.
10. GWS agrees to maintain a general liability insurance policy with a minimum liability amount of One Million Dollars (\$1,000,000.00) and list EWD as a certificate holder.
11. This agreement will take effect for the May 2022 invoice period.
12. EWD's Board of Directors have approved this Agreement as of the 9th day of May, 2022, as approved in the Minutes of the May 9th, 2022 meeting of said Board.

IN WITNESS WHEREOF, the Parties, have signed and executed this Agreement on the following date:
Date: 5/10/22

ELKHORN WATER DISTRICT

Brad Gregory Brad Gregory, Chairman

COMMONWEALTH OF KENTUCKY

COUNTY OF FRANKLIN

Subscribed, sworn to and acknowledged before me by Brad Gregory on behalf of Elkhorn Water District ("First Party"), as their own free act and deed on this 10 day of May, 2022.

KY NP 24034 Notary Public ID No.

My commission expires: 4/24/25

GATEWOOD WATER SERVICE

Dale Gatewood Dale Gatewood

COMMONWEALTH OF KENTUCKY

COUNTY OF FRANKLIN

Subscribed, sworn to and acknowledged before me by Dale Gatewood on behalf of Gatewood Water Service ("Second Party"), as his own free act and deed on this 10 day of May, 2020. ~~2022~~

KY NP 24034 Notary Public ID No.

My commission expires: 4/24/25

**Gatewood Water Services
Elkhorn Water District
Exhibit A – Basic Monthly Services**

30 hours	Read Master Meter Check pump Take 2 samples daily – 7 days a week
6.5 hours	Take Monthly & Quarterly & Yearly samples for DOW
8 hours	Read meters once a month
10 hours	Meter cutoffs
8 hours	Re-read meters for office and customers & readouts
10 hours	Service calls and meter repair and testing
4 hours	Work with office personnel at office
3 hours	DOW Reports & PSC Reports
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79.5 hours total	

**Gatewood Water Services
Elkhorn Water District
Exhibit B - Fee Services Schedule**

Long Service/Meter: defined as a service line and meter located across the road from the water main. Includes push under the road surface of 25 feet or less with no solid rock encountered, pull back casing of 2-inch PE pipe and installation of ¾" PE service line not to exceed 50 feet including casing. District supplies all material.
Labor: \$550.00 with no rock.
Rock: \$100 per cubic yard removed (includes labor and equipment).

Short Service/Meter: defined as a service line and meter located on the same side as the water main. Install water meter 5 feet onto property, not more than 40 feet.
District supplies all material.
Labor: \$275.00 with no rock.
Rock: \$100 per cubic yard removed (includes labor and equipment).

Water Main Break/Leaks: repair water main and service line breaks/leaks with easy access and no more than 5 feet trench depth.
During regular work week (8:00 AM to 5:00 PM, Monday thru Friday): first 7 hours \$275.00. This includes leak detection.
Outside regular work week (5:00 PM to 8:00 AM, Monday thru Friday, and weekends and holidays) there will be an overtime rate of 1 times the employee's hourly rate.
The typical break/line repair rate includes one small backhoe/track hoe, truck and 2 men.
Rock: Hoe ram assistance will be performed by a qualified contractor and invoiced directly to EWD at direct cost. Supervision/management of the contractor will be billed at standard hourly rates.
Repairs exceeding five (5) feet in trench depth will be performed by a qualified contractor and invoiced to EWD at direct cost. Supervision/management of the contractor will be billed at standard hourly rates.
Contractor repairs must be approved by the EWD Board Chair or designee.

Additional services:

- | | |
|--|------------------------|
| • Line locates | \$65.00/hour |
| • Inspecting valve and meter | \$65.00/hour |
| • Work with Fire Dept. | \$65.00/hour |
| • Work on radios – minimum \$210.00 | \$65.00/hour |
| • Inspecting customer line | \$75.00/hour |
| • Customer service call after hours | \$75.00/hour |
| • Maintenance and set up extra | \$65.00 plus materials |
| • Rock Removal | Contracted |
| • Contracted Work (approved in advance by Board Chair) | |
| • Mowing of EWD property | \$40.00 per hour |