

**CONTRACT AGREEMENT FOR OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES**

THIS CONTRACT AGREEMENT is entered into on the **28th** day of **February 2017** with an effective commencement date of **February 28th 2022**, by and between:

The **GRAVES COUNTY WATER DISTRICT**, with its principal address at P.O. Box 329, Mayfield, Kentucky 42066. (hereinafter, "District"),

AND

The **MAYFIELD ELECTRIC AND WATER SYSTEMS**, an instrumentality of the City of Mayfield, Kentucky 42066 (hereinafter, "MEWS").

The District and MEWS may be referred to in the Agreement individually as "**Party**" collectively as the "**Parties**",

WHEREAS, the District owns a water treatment plant, Wastewater treatment plant, distribution system and related facilities (the "**System**") that are more particularly described in Section 1, below; and

WHEREAS, the District desires to employ the services of MEWS in the operation, maintenance and management of its Systems, and MEWS is willing and capable to perform such services in consideration of the compensation provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the District and MEWS agree as follows:

SECTION 1. DEFINITIONS

The following definitions shall apply to the terms used on the Agreement.

1. "**Capital Expenditures**" means those expenditures for (1) the purchase of new equipment or System items that cost more than Two Thousand Dollars (\$2,000); or (2) major repairs which significantly extend equipment or System service life and which costs more than Two Thousand Dollars (\$2,000), or (3) other planned, non-routine and budgeted facility improvements to the Systems.

2. "**Cost**" means all direct cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles, which benefit the Systems, including, but not limited to, expenditures for Systems management



and labor, employee benefits, chemicals, power, outside contract labor and services, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies.

3. **“Management Report”** means a cumulative report of the Systems activities to be provided by MEWS in accordance with the District policies and procedures which include a technical, financial, and managerial report on all the Systems activities. The form of report is contained in Appendix D.

4. **“Service Fees”** means that sum invoiced monthly for MEWS services. A copy of the fee formula for the first year of the Agreement is contained in Appendix C.

5. **“System”** means all equipment, tools, properties, easements and facilities now existing within the jurisdiction or control of or being used by the District to provide water service. More specifically, “system” means the District’s raw water and related pumping equipment, water treatment plant, water storage tanks, pump stations, distribution mains and related appurtenances, and customer meters.

6. **“Repairs”** means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure, or to avert a failure of the equipment, mains, appurtenances or facilities or some component thereof.

7. **“Unforeseen Circumstances”** shall mean any event or condition which has an effect of the rights or obligations of the Parties under this Agreement, or upon the System, which is beyond the reasonable control of the Party relying thereon, and constitutes a justification for a delay in, or non-performance of, action required by this Agreement, including, but not limited to: (i) an Act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, act of the public enemy, war, blockage, sabotage, insurrection, riot or civil disturbance; (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction; (iii) any change in law, regulation rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state or other governmental body; (iv) loss of, or inability to obtain service from a third entity necessary to furnish electric power for the operation and maintenance of the System; or (v) the failure of the District to make any Capital Expenditure previously identified as necessary for the System to attain applicable performance standards.



SECTION 2. GENERAL PROVISIONS

2.1 All land, buildings, facilities, easements, license, right-of-way, equipment and appurtenances presently owned or hereafter acquired by the District shall remain the exclusive property of the District, unless specifically provided for otherwise in this Agreement.

2.2 This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky and any action arising under this agreement or as a result of performance hereunder shall be in the venue of the appropriate court in Graves County, Kentucky.

2.3 This Agreement shall be binding upon the successors and assigns of each of the Parties, but neither Party shall assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

2.4 All notices shall be in writing and transmitted to the Party's address stated above. All notices shall be deemed effectively given:

2.4.1 If delivered personally, or by courier mail service (e.g., United Parcel Service, Airborne Express, etc.) upon delivery.

2.4.2 If mailed by certified or registered U.S. mail, return receipt requested or upon deposit in the United States mail, postage prepaid.

2.4.3 If in any other manner, with written acknowledgement of such receipt of notice.

2.5 This Agreement, including appendices, is the entire Agreement between Parties. This Agreement may be modified only by subsequent written amendments signed by both Parties.

2.6 Wherever used, the terms "District" and "MEWS" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors of, or anyone acting on their behalf.

2.7 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

2.8 It is understood and agreed by the Parties that the relationship of MEWS to the District is that of independent contractor to owner. The services provided for under the Agreement are of a professional nature, and shall be performed in



accordance with good and accepted industry practice typical for professional contract operators similarly situated in the Commonwealth of Kentucky, and which are providing such services during the time period generally co-terminus with the dates of the term of this Agreement.

2.9 The District and MEWS are the only parties to this Agreement. No third party rights or benefits are intended to or shall arise by reason of this Agreement.

2.10 If any litigation is necessary to enforce the terms of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, which are directly attributed to such litigation in addition to any other relief to which in may be entitled.

2.11 The District and MEWS respectively represent that each has the authority to enter into this Agreement, and each represents that it has complied with all governmental action necessary to bind it to the terms hereof.

SECTION 3. SCOPE OF SERVICE TO BE PROVIDED BY MEWS

3.1 Effective **February 28th, 2017**, MEWS shall initiate service under this Agreement and shall deploy staff who are qualified and are capable of and have met appropriate licensing and certification requirements of the Commonwealth of Kentucky to operate, maintain and manage the System.

3.2 MEWS shall operate, maintain and manage the System such that District customers receive service 24-hours per day, 7 day per-week. It is understood that routine service activities and office access is provided during the normal business day, 7:00 a.m. through 4:00 p.m., Monday-Friday, except holidays. Operational services shall be performed by certified personnel and may be provided either by onsite presence or by remote monitoring as permitted.

3.3 MEWS shall be responsible for all aspects of the day-to-day operations, maintenance and management of the water treatment plant, waste water plant, water distribution system, customer service, billing, collection, accounting and reporting in compliance with regulatory requirements and District policy. A delineation of these activities is set out in Appendix A. Included in its management responsibilities, MEWS shall provide a comprehensive monthly Management Report to the District substantially in the same form as that contained in Appendix E, and prepare a listing of payable invoices, a check register and draft checks for signature by the District at its monthly meetings.

3.4 MEWS shall manage, operate and maintain the District's System within the existing design capacity and permit limitations of the System so that water produced and delivered to customers meets the requirements specified in Appendix B.



3.5 Within sixty (60) days after MEWS begins service under this Agreement, it shall provide the District with a physical Inventory of the District's equipment and tools in use at the time of initiation of service under this Agreement, and shall make recommendations to the District regarding capital needs, if any, required by the District to rehabilitate, expand or modify the System's facilities or equipment to comply with governmental regulations or to improve operability to best achieve compliance with, but not limited to the Safe Drinking Water Act and the Clean Water Act.

3.6 MEWS shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the District and shall assist the District in enforcing existing equipment warranties and guarantees.

3.7 Within six (6) months after MEWS begins service under this Agreement, MEWS shall provide the District with documentation that preventive maintenance is being performed on the District owned equipment in accordance with manufacturer's recommendations at intervals, and in sufficient detail, as may be feasibly determined by MEWS.

3.8 MEWS shall utilize its existing computerized programs relating to financial accounting and reporting on the system.

3.9 MEWS shall perform all routine maintenance and repair activities including modification of any process and/or any component of the System to achieve the objectives of the Agreement. However, any routine maintenance and repair activity or process or component modification which requires labor, parts, materials or services costing in excess of \$2,000 shall require prior authorization by the District.

3.10 In any emergency affecting the safety of persons or property, including an unforeseeable Circumstance, MEWS may act without prior written authorization to prevent threatened damage, injury or loss. MEWS shall make reasonable effort to communicate, regarding the emergency, to the District as soon as possible. MEWS shall be compensated by the District of any such emergency work notwithstanding the lack of a written authorization. Such compensation shall include MEWS's itemized costs for labor and service required for response to the emergency.

3.11 As required by law, permit or regulation, MEWS shall prepare, sign, and submit System performance reports to appropriate state authorities, maintaining a complete file copy accessible to the District.

3.12 MEWS shall provide or coordinate the provision of labor to perform raw and treated water sampling for submission to an independent laboratory for analysis as required the Safe Drinking Water Act and/or any other applicable 3/3/2017



federal, state or local laws or regulations, the cost of which shall be borne by the District.

3.13 MEWS will maintain a log of customer inquiries, complaints and any and all regulatory agency notices or correspondence, and provide copies of same to the District at the monthly meeting of the District's board of commissioners.

3.14 MEWS may provide additional services beyond the scope of this Agreement and the District's request, subject to mutually agreeable terms and conditions and encapsulated in written amendments to this Agreement.

SECTION 4. DISTRICTS REPRESENTATIONS AND DUTIES

4.1 The District shall continue, without restriction, as owner of the System, and shall control all assets and be responsible for all liabilities of same.

4.2 The Districts shall pay to MEWS the agreed upon Service Fee, as contained in MEWS's response to the District's RFQ-P, a copy of which is included in full as Appendix C, to this Agreement. Such payment shall be upon presentation of invoice at the District's monthly meeting.

4.3 The District shall provide MEWS with exclusive access to and use of all of the premises, tools, equipment or other components of the System at no cost to MEWS.

4.4 The District shall represent itself by the presence of authorized members of the Board of Commissioners at its monthly meetings and at other times as required by law or regulation. The District delegates to MEWS the authorization to represent the District only to the extent as expressed in this Agreement.

4.5 The District shall conduct monthly business meetings pursuant to the agenda format contained in Appendix D if this Agreement; minutes of District meetings shall be taken and maintained by the duly elected secretary of the District and the minutes of each months meeting shall be reviewed and approved at the next subsequent meeting of the District.

4.6 The District shall provide funding for all necessary Capital Expenditures via cash funds, when available, or via loan or bond proceeds, when and as sound financing arrangements allow. Priority for such funding shall be given to those Capital Expenditures recommended by MEWS and deemed by the District to be necessary to address system operational concerns relating to public health, the environment, property, and proper functioning of system components. Any loss, damage, or injury resulting from the District's failure to provide Capital

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Expenditures and/or funds for maintenance and repair materials and services, when reasonably required by MEWS, shall be the sole responsibility of the District.

4.7 The District shall keep in force all System related warranties, guarantees, easements, license and permits that have been acquired by the District.

4.8 The District shall review and authorize for payment, as appropriate, all invoices presented by MEWS, including the monthly Service Fee, and all System related vendor invoices for parts, materials, supplies and services.

4.9 The District shall make appropriate payment of all taxes, disposal charges, or other fees, in any, levied or charged to the System.

4.10 The District will procure an annual audit of its books by a certified public accountant (CPA) and will continue to prepare and file, on a timely basis, the annual report to the Public Service Commission and shall bear the expense of same.

4.11 The District shall procure professional services, such as legal representation and services as well as consulting engineering services, as may be required from time to time, and shall bear the expense of same.

SECTION 5. ADDITIONAL PROVISIONS OF MUTUAL AGREEMENT

The District and MEWS mutually agree as regards the following:

5.1 MEWS, at the request of the District, will assist the District in properly procuring consulting engineers, accountants, and other professional service providers necessary for the preparation of documentation for capital projects, customer rate analysis and financial analysis as may be necessary to secure funding for Capital Expenditures or improved managerial or fiscal performance of the System.

5.2 MEWS, at the request of the District, will assist the District in keeping in force all System related warranties, guarantees, easements, license and permits that have been acquired by the District.

5.3 MEWS, at the request of the District, will assist the District in the preparation of the Public Service Commission report.

SECTION 6. COMPENSATION, ADJUSTMENT AND PAYMENT

6.1 MEWS's compensation under this Agreement shall consist of a service fee, governed by metered connections. Also Labor and Equipment will be billed on

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a per hour basis. In addition mileage will be billed to the district for actual miles driven per IRS guidelines.

6.2 The Service Fee shall be reviewed and adjusted each year, to become effective as of the anniversary of the Commencement Date, as defined in Section 9.1.

6.3 Should the District and MEWS fail to agree as regards an adjusted Annual Service Fee, the Parties shall engage a certified mediator and abide by the results there from.

6.4 The District shall fully pay to MEWS, the invoiced Service Fee each month, in the course of the District monthly meeting.

SECTION 7. SCOPE CHANGES

7.1 Change in the scope of service may occur when and if both Parties agree as to modifications of any element contained in Section 3, above, or Appendix A. Such change may be precipitated by:

7.1.1 Any changes in System operations, personnel qualifications, staffing levels, or other costs which are mandated or otherwise required in response to a change in law, rule or regulation, or an action or forbearance of any governmental body having jurisdiction to order, dictate or require such change;

7.1.2 Any federal or state mandated increase in employee compensation, compensation rates and related rate increases associated with employee benefits greater or lesser than those in force at the Commencement Date of this Agreement;

7.1.3 The District's request and MEWS's consent to provide additional services beyond the scope of this Agreement.

SECTION 8. INDEMNITY, LIABILITY AND INSURANCE

8.1 MEWS hereby agrees to indemnify and hold the District harmless from any liability or damages for bodily injury, including death, which may arise from MEWS's negligence or willful misconduct under this Agreement, provided MEWS shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.

8.2 The District agrees to indemnify and hold MEWS harmless from any liability or damage or bodily injury, including death, which may arise from all causes of any kind other than MEWS's gross negligence or willful misconduct including, but not limited to, breach of the District warranty.



8.3 The District shall be liable for those fines, civil penalties or costs imposed by any regulatory or enforcement agencies on the District or on the facilities which are directly related to the District's ownership of the System, and shall indemnify and hold MEWS harmless from the payment of any such fines, costs and/or penalties.

8.4 MEWS shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on the District which are directly related to MEWS operation and management of the System, and shall indemnify and hold the District harmless from the payment of any such fines and/or penalties, provided, however that such fines or civil penalties do not arise from failure of the District to act on recommendations provided by MEWS.

8.5 Indemnity obligations provided for in this Agreement shall survive the termination of the Agreement.

8.6 Each Party shall obtain and maintain insurance coverage of a type and in the amounts described in **Appendix E**. Each Party shall provide the other Party with satisfactory proof of insurance.

SECTION 9. TERM, TERMINATION AND DEFAULT

9.1 The term of this Agreement shall be for a period of five (5) years commencing on **February 28th, 2017** and expiring on **February 28th, 2022**.

9.2 The Agreement shall automatically renew for an additional term of two (2) years commencing on the expiration date stated in Section 9.1 unless written notice of non-renewal is transmitted by either Party to the other at least ninety (90) days prior to the expiration date stated in Section 9.1. Such notice, if any, shall also be provided to all regulatory and funding agencies of the District at the same time.

9.3 Either Party may terminate this Agreement prior to its expiration for any reason but only after giving written notice to the other Party at least one (1) year before the date of such termination. Such notice, if any, shall also be provided to all regulatory and funding agencies of the District, at the same time it is provided to the other Party.

9.4 This Agreement shall be submitted to the Kentucky Public Service Commission. If, for any reason, the Commission fails to approve or otherwise disallows the District to continue with this Agreement, the Agreement shall be considered terminated.

9.5 Upon termination of this Agreement and any and all renewals and extensions thereof, MEWS shall return the System to the District in the same

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similar condition, as it was upon the effective date of this Agreement, ordinary wear and tear accepted. Equipment and other personal property purchased by the District for use in the operation or maintenance of the System shall remain the property of the District upon termination of this Agreement, unless the property was directly paid for by MEWS, or the District has not reimbursed MEWS for the cost incurred to purchase the property, or this Agreement specifically provides to the contrary.

SECTION 10. DISPUTES AND FORCE MAJEURE

10.1 Neither Party shall be liable for its failure to perform its obligations under this Agreement unless such failure is due to any Unforeseen Circumstances beyond its reasonable control, or force majeure. However, this section may not be used by either Party to avoid, delay or otherwise affect any payments due to the other Party.

* * * * *

Each Party indicates its respective approval of this Agreement by signature of its designated, authorized representative, and each Party warrants that all corporate action necessary to bind the Parties to the terms of this Agreement has been and will be taken.

GRAVES COUNTY WATER DISTRICT

By: 

Title: Chair

ATTEST: 

DATE: 2/28/17

MAYFIELD ELECTRIC AND WATER SYSTEMS



MAYFIELD ELECTRIC AND WATER SYSTEMS

By: Marty T. Ivy

Name: Marty T. Ivy

Title: General Superintendent

ATTEST: Heath R. Payne

DATE: 2/27/17

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APPENDIX A

DESCRIPTION OF SCOPE OF SERVICE

1. **Services Relating to Water Supply and Treatment Systems.**

- (A) MEWS will be responsible for all aspects of the day-to-day operation, maintenance and management of the water treatment plant (WTP) & Wastewater plant (WWTP) with the exception of those responsibilities specifically retained by the District.
- (B) MEWS will provide the labor required to operate, maintain and manage the WTP & WWTP to include both normal business day hours and as required, (24) twenty-four hours each weekday and (24) twenty-four hours, as required each weekend day and holiday. MEWS's employee assigned to the System shall be certified by the State of Kentucky to operate the WTP & WWTP at the level required in the permit.
- (C) MEWS will maintain accurate and complete records on WTP & WWTP, operation and laboratory data as required by the Natural Resources and Environmental Protection Cabinet (NREPC) and the Cabinet for Human Resources, Department of Health, and will submit and fulfill all operating report requirements and send copies to the District.
- (D) MEWS shall provide routine checks of the WTP & WWTP and will be responsible for identifying and reporting to the District in writing all repairs and maintenance required or advisable to the WTP & WWTP. Except as specified in Section 3.10, MEWS shall not undertake any such repairs or maintenance without the District's prior authorization.
- (E) MEWS shall operate the WTP & WWTP so the finished water will meet the requirements of the applicable rules and regulations relating standards as set out in Appendix B.
- (F) MEWS shall be liable for and pay any and all fines or civil penalties or damages which may be imposed by a court, governmental entity or regulatory agency for violations of the water quality requirements specified in the regulations that are a result of MEWS's reckless or negligent operation or management of the WTP & WWTP. However, should the District refuse to make corrections to the WTP or WWTP recommended or proposed by MEWS as necessary to ensure the compliance with

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the permits or if the WTP's or WWTP's actual demand is greater than its permitted or actual capacity, MEWS will not be liable for any such fines, penalties or damages to the extent attributed to such refusal by the District or such excess water demand. The District shall reasonable assist MEWS in contesting any such fines or civil penalties in any administrative, judicial or other proceeding, case, dispute or action prior to any such payment by MEWS.

- (G)** MEWS will perform monthly compliance sampling for required parameters for water quality analysis.
- (H)** MEWS will coordinate with the District for full compliance with any and all applicable District rules and regulations as well as those of the Kentucky Public Service Commission, the Natural Resources and Environmental Protection Cabinet, Division of Water, Kentucky Infrastructure Authority or other federal or state agency having jurisdiction or investment of funding on the District's System.
- (I)** MEWS will coordinate lab activities; establish sampling procedures and test schedules.
- (J)** MEWS will perform field-testing for chlorine residual, pH, pressure and flow calculations and related record keeping. MEWS will provide in-house lab services for WWTP for all samples we can provide and all others will be contracted to outside sources with the District bearing the cost.
- (K)** MEWS will supply the District with copies of all sampling schedules and test results in a timely manner.
- (L)** MEWS as specified in Section 2.10 will provide twenty-four (24) hour per day access to the WTP & WWTP for designated representatives of the District and other authorized persons. All persons entering the WTP shall sign in and out and comply with MEWS's operating and safety procedures.
- (M)** MEWS will order necessary water treatment chemicals to maintain an adequate supply at the WTP & WWTP. The District will pay for all chemicals directly.
- (N)** MEWS will provide notification to regulatory agencies of all abnormal events and permit non-compliance as required by statute and regulations.



- (O) MEWS will post an emergency, 24-hour, toll free phone number for District customers on the monthly billing statement.
- (P) Parts, materials, services and supplies will be itemized and submitted for payment by the District monthly.
- (Q) MEWS will develop and comply with a preventative maintenance schedule that includes all water supplies and treatment equipment, the goal of the preventative maintenance program will be to increase equipment life and overall facility reliability, and to thereby reduce the potential for permit violation and enforcement action by regulatory agencies.
- (R) MEWS will coordinate the provision of general building and ground maintenance to include grass cutting, trimming, touch-up painting, minor plumbing and electrical maintenance, and other minor facilities maintenance services as authorized by the District and as time permits. Costs associated with labor, parts, materials and supplies will be borne by the District.
- (S) MEWS will provide preventative maintenance services to include periodic lubrication of pumps and motors, belt and air filter replacements, packing adjustments, and other minor related equipment adjustments on a routine basis, during the course of normal business. Cost, with cost of parts and supplies to be borne by the District.
- (T) MEWS will attend meetings with State Agencies on behalf of or in conjunction with the District relative to operation of the WTP & WWTP at no additional cost to the District if the request for meeting is caused by problems or deficiencies in the operation of the facility caused by MEWS.
- (U) MEWS will coordinate the provision of perimeter security and access control and install locks on gates, doors and electrical control panels and the WTP & WWTP, as authorized by the District and as time permits. Costs associated with labor, parts, materials and supplies will be borne by the District.
- (V) Upon the District's authorization, MEWS will update operation and maintenance manuals for the WTP & WWTP acceptable to the District as soon as possible after the commencement of the term of this Agreement, to include:

Process Description
Operating and Safety Instruction

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Maintenance Requirements and Procedures
Maintenance Schedules
Emergency Operating Procedures
Testing/Sampling Requirements and Procedures
Cost for this service is not included in the Base Monthly Service Fee, and upon authorization, will be billed at rates agreed to prior to authorization by both Parties.

2. Service Relating to the Water Distribution System.

- (A) MEWS will be responsible for all aspects of the day-to-day operation, maintenance and management of the water distribution system, with the exception of those responsible specifically retained by the District.
- (B) MEWS will provide the required number of distribution system operators certified by the State of Kentucky to operate the District's distribution system.
- (C) MEWS will maintain accurate and complete records in water distribution system operation and laboratory data as required by the Natural Resource and Environmental Protection Cabinet (NREPC) and Kentucky Public Service Commission, submit and fulfill all operating report requirements and send copies the District.
- (D) MEWS will provide the District with qualified personnel to monitor the water quality within the District's water distribution system. MEWS will flush the distribution system on a monthly basis or as needed, in order to maintain a minimum free chlorine residual of 0.2 mg/l at the most remote location on the distribution system.
- (E) MEWS will perform microbiological sampling if the distribution system on a monthly basis as required, If a "positive" coliform count is determined, all actions mandated by regulatory agencies will be taken by MEWS on a timely basis and reported to the District.
- (F) MEWS will perform sampling of the distribution system of chemical analysis such as lead and copper, asbestos, trihalomethanes and other parameters pursuant to regulatory agencies directives.
- (G) MEWS will assist in locating and mapping the District's hydrants to help ensure the proper operation.

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- (H) MEWS will make a reasonable effort using probing and magnetic locating equipment to locate the District's main line valves. MEWS will paint each potable water valve box lid blue, which denotes potable water, as needed. MEWS will repair valve as required. Costs associated with labor, parts, materials and supplies will be borne by the District.
- (I) MEWS shall provide routine checks of the water distribution system and will be responsible for identifying and reporting to the District, in writing, all repairs and maintenance required or advisable in the potable water distribution system. Except as specified in Sections without the District's prior authorization.
- (J) MEWS shall be liable for and pay any and all fines or civil penalties or damages which may be imposed by a court, governmental entity or regulatory agency for violations of requirements specified in the Kentucky Administrative Code that are a result of MEWS's reckless or negligent operation or management of the water distribution system. However, should the District refuse to make corrections to the water distribution system recommended or proposed by MEWS as necessary to ensure the system's compliance with the regulations or if the water distribution system's actual demand is greater than its permitted or actual capacity, MEWS will not be liable for any such fines, penalties or damages to the extent attributable to such refusal by the District or such excess water demand. The District shall reasonably assist MEWS in contesting any such fines or civil penalties in any administrative, judicial or other proceeding, case, dispute or action prior to any such payment by MEWS.
- (K) Upon the District's authorization, MEWS will initiate the development of electronic mapping for the System with the goal of having complete as-built coverage of the System. MEWS will continually update the as-built drawings as information about the System become available from field verification and discovery. Cost for providing this service will be separately negotiated between the District and MEWS, and amended into this Agreement in the manner set out herein.
- (L) MEWS will post an emergency, 24-hour, toll-free phone number for District customers on the monthly billing statement so that customers may report problems relating to the System.
- (M) If and when service is disrupted due to a third party action, MEWS will furnish the District an itemized billing invoice, which

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will indicate any reimbursements in which the District should seek payment from the third party for its action causing the problem. (eg., vehicle striking and dislodging a hydrant, or an excavation contractor hitting and rupturing a water main, ect.) In such an instance, MEWS will perform the repair as in any emergency situation. The District will be responsible for the cost relating to parts, repair materials and service as well as for labor performed by MEWS, regardless of the ultimate ability of the District to collect reimbursement from the third party.

- (N)** MEWS will provide water line & wastewater marking service during normal business hours when requested by the District. MEWS will utilize temporary spray paint, flags, or other means of determined by MEWS, to the best of the MEWS's ability, using the latest system map information. In any event, regardless of whether or not Marking was accurate; MEWS will not be responsible for any repair costs if water system components are damaged by any third party.
- (O)** MEWS will attend meetings with regulatory or funding agencies on behalf of or in conjunction with the District relative to operation of the water distribution system at no additional cost to the District if the request for meeting is caused by problems or deficiencies in the operation of the water distribution system caused by MEWS.
- (P)** MEWS will coordinate the provision of perimeter security and access control and install locks on gates, doors and electrical control panels as all water distribution facilities remote to the WTP & WWTP. Cost associated with labor, materials and supplies will be borne by the District.
- (Q)** MEWS will perform miscellaneous service work to the District's water distribution system, waste water collection system, to include but not be limited to: repair and/or replacement of meter boxes, water meters, curb stops, valves, and service lines. Costs associated with labor, parts, materials and supplies will be borne by the District.
- (R)** MEWS will coordinate the provision of general grounds maintenance to include grass cutting, trimming, touch-up painting, minor plumbing and electrical maintenance, and other minor facilities maintenance services as time allows during the course of the normal business day. Cost associated with labor, parts, materials and supplies will be borne by the District.



- (S) MEWS will provide notification to the NREPC of all abnormal events and permit non-compliance as required by NREPC rules and regulations, including notification to the Graves County Health Department if a boil water notice is to be made.
- (T) MEWS will provide customer field services for the System to include such items as response to water quality complaints, pressure complaints, water reinstatement and disconnect services, and miscellaneous other related customer service calls during the course of the normal business day.
- (U) MEWS will provide maintenance on sewer (mains) in the form of jet rodding for typical obstructions. Any other repairs will be borne by the District.

3. Services Relating to Billing, Collection, Accounting, Reporting, Customer Service and System Management.

- (A) MEWS will read each of the District's water meters every month to accommodate a monthly (30-day) customer usage cycle.
- (B) As warranted, MEWS will provide proper notice and proceed with disconnection of System customer water service for non-payment and reconnect service after payment is received in accordance with District procedures approved by the PSC. Service disconnection will be accomplished by installing a lock on the meter stop, plugging the meter itself, or by removing the meter at the discretion of MEWS.
- (C) MEWS will not provide field payment collection at time of service disconnection.
- (D) MEWS will generate bills and maintain billing records via its existing computer software program, and mail all customer bills monthly.
- (E) MEWS will receive and post all customer payments when and as received.
- (F) MEWS will procure all required materials, parts, equipment, chemicals, and other items required for proper operation, maintenance and management of the System in the name of the District, and report same via the monthly Management Report. However, with the authorization of the District, MEWS will place orders for and take delivery of materials, parts, equipment chemicals, and other items in its own name for use on the

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District's System in order to achieve the benefits of convenience security and economies of bulk purchasing. Invoicing and other records shall clearly indicate which items are for System use and these items shall be billed to the District for proper payment.

- (G)** MEWS will prepare an itemized listing of all vendor invoices, prepare a check register and draft checks for payment to be signed by the District after review each month at the District's meeting.
- (H)** MEWS will attend the District's monthly meeting and submit the required management report at the time for review and approval by the District.
- (I)** MEWS will assist the District in developing an annual budget for the System, which shall include reasonable cost projections for proper operation and maintenance activities as well as costs for equipment and facilities replacements.
- (J)** MEWS will maintain the District's communication and mail correspondence. Draft correspondence will be prepared on District letterhead stationary for signature of the District. Additionally, the District may delegate the authority a designated employee of MEWS to sign correspondence on a case-by-case basis.

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APPENDIX B

TREATMENT STANDARDS AND WATER TESTING REQUIREMENTS

1. MEWS shall operate the System so that water treated will meet the current drinking water standards as established by applicable state or federal law.
2. As regards water quality sampling and reporting, MEWS shall be responsible during the term of this Agreement to perform or schedule others to perform the following:
 - a. all water sampling, analysis, testing and reporting required for water sources, distribution mains, or customer premises, by a Kentucky-certified laboratory as required by the U.S. Environmental Protection Agency, the Kentucky Division of Water, or future acts of the U.S. Congress, or Kentucky Legislature.
 - b. scheduling, collecting and transporting all water samples to test for microbiological, inorganic and organic constituents;
 - c. preparing monitoring plans; sample collecting training; reporting to appropriate regulators; record keeping; analysis interpretation;
 - d. special or emergency sample collection and analysis, and emergency notification to affected customers, if required;
 - e. preparing and distributing all customer reports on water quality;
 - f. coordination of cross-connection control and potential contamination issues;
 - g. conducting a sanitary survey on the System with the Kentucky Division of Water;
 - h. obtaining any necessary permits and compliance with appropriate air quality regulations and complying with any hazardous materials control program;
 - i. ensuring all operator certification compliance with Kentucky and federal requirements, now existing, or which may be implemented during the term of this Agreement.

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APPENDIX C

\$4.45 per customer per month- This will cover all administrative fees, meter reading, statement billing, collection and postage. (excluding special mailing such as CCR reports, ect.) This charge will adjust up at the beginning of each calendar year by 1.5% to cover inflation.

**Per customer charge will reduce as AMI metering system is installed, a .80-cent credit will be added per meter when installation occurs.
(Example after all installed $4547 \times .80 = \$43,651.20$ in annual savings)**

Our Labor Rate will be set at \$40 per hour during regular business hours, and 1 ½ times that rate for afterhours calls with a 640hr. monthly minimum.

We will follow the IRS IR-2008-82 mileage calculations and that fee is currently \$0.535 cents per mile for standard vehicles. This is adjusted annually.

We will bill for the use of our dump truck, backhoe, and trackhoe at the rate of \$50 per hour, for actual time used.

We will be for boring machine at the rate of \$7.50 Foot, for normal residential services.

Material will be billed at actual cost.

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APPENDIX D

The District shall conduct a monthly business meeting generally in accordance with the format of agenda set out below and shall review the monthly management report to be prepared and submitted by MEWS to the District in the following format or substantially in the same format as that presented below.

Agenda

1. Call to Order/determination of quorum
2. Introduction of attendees
3. Review, approval and signing of minutes of previous meeting
4. Review and approval of Monthly Management Report
5. Review and payment of bills, as warranted
6. Consideration of Public Comments
7. Consideration of New Business
8. Adjournment

Monthly Management Report

- Information contained in this report is selected from more detailed operational reports and accounting information and reflects the actual financial and operational status of the utility for the period cited.
- Information should be consistent with the Budget (cash or accrual).
- Report should be signed by General Manager and Clerk/Accountant.

Content of Report

I. Monthly Financial Information

	<u>Annual</u> <u>Budget</u>	<u>Current</u> <u>Month</u>	<u>Year to</u> <u>Date</u>	<u>% Under</u> <u>(over Budget)</u>
A. Annual Operations Budget Status				
Operating Revenue				
Operating Expenses				
Non-operating Income				
Non-operating Expenses				
Income before contributions & Extraordinary expenses				
B. Current Financial Information (including check register information with Check #, Date, Vendor Name & Amount				
C. Debt Service Account				
Bond Covenants Require \$_____ in this account				

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Beginning Cash & Investment \$ _____
 Transfers _____
 Interest Paid _____
 Principal Paid _____
 Ending Cash & Investment _____

D. Equipment Replacement Account

Bond Covenants Require \$ _____ in this account

Beginning Cash & Investments \$ _____
 Transfers _____
 Interest Paid _____
 Principal Paid _____
 Ending Cash & Investments _____

(Amounts for C & D are book balances at the end of each month)

II. Technical Operations Report

- a. Gallons purchased
- b. Gallons produced
- c. Gallons billed
- d. Gallons used in process
- e. Gallons accounted for (c+d)
- f. Gallons unaccounted for ((a+b)-e)
- g. Unaccounted as percent purchased/produced (divided by (a+b))
- h. Cost of unaccounted (g x cost per gallon)
- i. Number of customers billed
- j. Average consumption (c divided by 1)
- k. Average bill (j x cost per gallon)
- l. Water sales (actual billed) for wholesale & retail
- m. Number of Termination Notices
- n. Number of actual Disconnects
- o. Number of meters installed (for residential, commercial, industrial)
- p. Major line breaks or plant breakdowns (for each event):
 - 1. Nature of action
 - 2. Date & time of occurrence
 - 3. Location
- q. Largest Customer Activity
- r. Comments or concerns

III. Management Issues

Provide brief listing of items to be discussed with the District, which may include but not limited to; operation, maintenance and management contract issues; physical facilities issues; deferred maintenance; policy or procedure issues; regulatory notices/violations; and allowed closed session issues (such as certain personnel actions, acquisition of property and litigation)



APPENDIX E

INSURANCE COVERAGE

MEWS SHALL MAINTAIN:

1. Statutory Workers' Compensation insurance coverage for all of MEWS's employee at the System as required by the Commonwealth of Kentucky.
2. Comprehensive general liability insurance, insuring MEWS's negligence, in an amount not less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and/or property damage.

Regarding Insurance:

1. MEWS shall maintain Workers' Compensation insurance coverage for all of its employees associated with the System as required by the Commonwealth of Kentucky.
2. The District shall maintain property damage insurance for all property, owned by the District by used/operated by MEWS under this Agreement.
3. MEWS shall maintain automobile liability insurance , as required by the Commonwealth of Kentucky, on all its motor vehicles used in furtherance of the System.
4. MEWS shall maintain surety bond insurance on itself and its contractors associated with the System.

The Parties shall provide each other at least thirty (30) days notice of the cancellation of any policy it is required to maintain under this Agreement. MEWS may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law, but only if such action does not invalidated the property insurance of the District. The Parties in behalf of themselves and their insurers waive their rights of subrogation with respect to losses occurring to property dedicated to this System.

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