



Paducah Water
The Clear Clean Choice



Policy Manual

December 2020

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POLICY

Accident Occurrence

This policy describes actions PW will take if an accident or infectious exposure occurs. At Paducah Water we are committed to providing all employees with a safe and healthy work environment. While our goal is to avoid its use, it is important to have such a policy in place.

Employees must:

- Follow all established safety policies and procedures.
- Immediately report any workplace accident or near-miss so an accident investigation can be conducted.
- Report any unsafe condition to their supervisor.
- Immediately report any work related illness or injury.
- Participate in the accident investigation to identify root causes so preventable actions can be implemented.

Reporting an Accident

In the event of a work-related injury/illness, employees are required to:

- Coordinate with the supervisor to complete an accident form.
- Immediately report the incident to a supervisor or designee. *IF* the employee cannot report the accident immediately, s/he is expected to report it no later than the end of the shift in which the accident occurred.
- An employee who suffers a work-related injury is required to undergo a medical examination and/or drug test within two hours if practical, but no more than eight (8) hours following an accident.
- If medical attention is required, notify the supervisor or designee prior to going to a health care provider.
- Contact the supervisor or designee following the initial medical appointment and any subsequent medical appointment(s) to review return-to-work/work restriction status.
- If unable to work, it is the employee's responsibility to initiate weekly contact with his/her supervisor or designee to discuss current medical status and pending return-to-work date.
- Provide a written release from the treating physician before returning to work after an absence caused by a work-related injury or illness.

Accidents Resulting in Workers' Compensation Claims

- The Workers' Compensation insurance claims specialist and the employee's supervisor or designee will work together to make reasonable accommodations for restrictions prescribed by the treating physician, provided the essential functions of the job can be performed by the employee in accordance with our Light Duty Policy. If the restrictions prescribed by the treating physician cannot be accommodated, the employee will not be allowed to return to work.



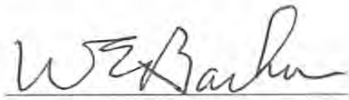
- Compensation will be made according to the Workers' Compensation Statutes for the state of Kentucky. Vacation time may be used during the initial seven day waiting period for lost time accidents under Workers' Compensation laws.
- If an employee's leave for a work-related injury or illness continues for longer than one year, separation of employment may occur on the last day of the twelfth month.
- If the disability extends beyond one year and separation of employment results, the employee may elect to continue coverage in effect at the time of termination under COBRA (Consolidated Omnibus Budget Reconciliation Act). COBRA provides the option of continuing coverage for a limited period. The employee is responsible for payment of the premium.

Returning To Work, Follow-up and Prevention

- Employees are expected to assist in the accident investigation, keep scheduled medical appointments and return to work when released by the physician. If an employee is released with job restrictions, PW will make every effort to support those restrictions.
- When an employee receives a medical release to return to work, an attempt will be made to find a comparable position, provided s/he is capable of performing the essential functions of the job with any restrictions prescribed by the treating physician. A job analysis may be required and reviewed to determine if the employee can perform the essential functions of the job.
- The supervisor or designee will investigate accidents as appropriate, make recommendations for correction or prevention, and file the initial report with the insurance carrier who will generate the appropriate state reports.
- Employees must complete accident reports for all accidents/injuries that occur while at work, on PW time or involving PW property.



General Manager



Board Chair

Effective: DECEMBER 4, 2019

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Bereavement Leave

The purpose of the Bereavement Leave Policy is to protect an employee's pay and allow time off from work to make necessary funeral arrangements and attend the funeral of an immediate family member.

In the event of a death in a regular, full-time employee's immediate family (spouse, son, daughter, brother, sister, mother, father, mother-in-law, father-in-law, step-son, step-daughter, grandparent, grandchild, or a relative who lives in the employee's home), he or she will be allowed a paid leave of absence of up to three days (24 total hours) to make funeral arrangements and/or attend the services, with the approval of the General Manager.

To receive compensation for those days, the employee must be scheduled to work. Bereavement leave pay is calculated according to the base pay rate at the time of the absence. It does not include any special forms of compensation and does not count as hours worked for the purpose of overtime.

New employees are eligible to use bereavement leave immediately, with no waiting period.

Employees who do not have regular, full time status may be given time off without pay. PW expects employees to discuss the amount of time actually needed with their supervisor. Employees may, with their supervisor's approval, use any available paid leave for additional time off as needed.

Employees should speak to their supervisor about any situation that falls outside this policy.

General Manager

Board Chair

Effective: DECEMBER 4, 2019

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Cell Phone Use and Allowance

Cell phones and smart phones are an integral part of our business and personal lives. They can be assets when used for efficient communication, or they can become liabilities when they reduce employee productivity and safety. This is especially true when cell phones are used while operating vehicles or machinery.

Cell phone use is prohibited while driving or operating equipment or DOT rated vehicles. Cell phone use while operating a Paducah Water-owned pickup trucks and cars is restricted to use of the vehicle's hands-free function or an after-market Blue Tooth® device. Texting while driving any PW vehicle or operating PW equipment is strictly prohibited.

Cell phone use for personal business during working hours should be limited in nature. Employees are afforded morning and afternoon breaks, and a lunch period, and should use these times to conduct personal business.

Paducah Water will provide an allowance of \$45.00 per month to the General Manager, Assistant General Manager, Department Heads, Distribution Foremen, Personal Service Technicians, Treatment Plant Control Systems Specialists, and other employees as determined by the General Manager. The monthly allowance will be reviewed annually by the Controller during budget planning sessions.

General Manager

Board Chair

Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



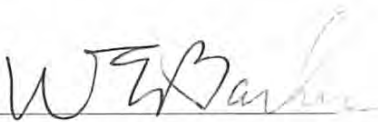
POLICY

Credit Cards

Paducah Water will provide company credit cards to the General Manager, Assistant General Manager and all Department Heads. Company credit cards are to be used for company expenses only.

Monthly credit card statements will be reviewed and initialed by each card holder. Receipts must accompany expenses and must be attached to the corresponding monthly credit card statement. The General Manager will review and initial statements prior to payment. The Board Chair or Vice Chair will review and initial the General Manager's credit card statement prior to payment.


General Manager


Board Chair

Effective: October 23, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Dependent Child Definition

Paducah Water has adopted the IRS definition for guidance in determining if a child may be considered a dependent.

Age

A dependent child must be younger than the employee. S/he must also be younger than 19 years old or be a student younger than 24 years old as of the end of the calendar year in question. *However, there is no limit on age if the child is permanently and totally disabled.*

Student

To be considered a student, the child must be enrolled in the number of hours or courses the school considers “full time” and must be a student for a minimum of five months during the calendar year in question.

Residency

A dependent child must live with the employee for more than half the year in question. Approved absences for the residency requirement include illness, military service, vacation, business and education.

Financial Support

The employee must provide over half of the child’s financial support during the calendar year in question.

General Manager

Board Chair

Effective: DECEMBER 4, 2019

Revision History			Approval	
Date	Revision No.	Change	Board Chair	General Manager



POLICY

Disability Insurance General Manager, Assistant General Manager and Department Heads

A salary continuation plan shall be provided for the plant superintendent, distribution superintendent, office manager, engineering manager, assistant general manager, and general manager. Disability plans shall provide 66 ⅔ percent of each employee's salary after one hundred eighty (180) days of disability. The disability plans shall incorporate disability payment from Kentucky Retirement Systems (KRS) and Social Security so that the total disability payment does not exceed 66 ⅔ percent of the employee's salary. The plan shall run until age sixty-five (65) under total disability. The monthly premium will be paid by PWW.

General Manager

Board Chair

Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Employment of Relatives

No immediate relatives of Paducah Water employees, officers, board members, or members of the City Governing Body, whether direct or indirect (blood, marriage, adoption), will be employed for regular full time or regular part time positions at Paducah Water. "Immediate relatives" includes spouse, parent, child, sibling, grandparent, grandchild, domestic partner/co-habitant, etc.

If a current employee becomes related (directly or indirectly) in violation of this policy, one of the employees will be terminated (voluntarily or involuntarily).

General Manager

Board Chair

Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Employment Process

Paducah Water will hire the best-qualified employees, without regard to race, color, religion, gender, age, marital status, disability, national origin or any other factors prohibited by law.

The General Manager will hire and/or oversee the hiring of all employees.

Once a candidate is selected, a provisional offer will be tendered, with regular employment contingent on the candidate's successful completion of the following:

- Drug Screening
- Pre-Employment Physical – DOT for CDL Drivers, nonDOT for other candidates
- Background Check – SSN trace, state and county criminal history; workers compensation (if available)
- Motor Vehicle Report
- Credit Check

Upon successful completion of the items listed above, the candidate will become an employee and begin a 180-day probationary period.

General Manager

Board Chair

Effective: DECEMBER 4, 2019

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager

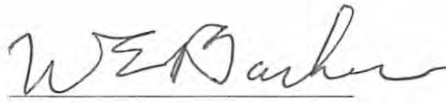


POLICY

Firearms in the Workplace

The possession of firearms is forbidden on all PW property and in all PW vehicles and equipment except as permitted under KRS 237.106.


General Manager


Board Chair

Effective: DECEMBER 4, 2019

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager

KRS 237.106 Right of employees and other persons to possess firearms in vehicle -- Employer liable for denying right -- Exceptions.

- (1) No person, including but not limited to an employer, who is the owner, lessee, or occupant of real property shall prohibit any person who is legally entitled to possess a firearm from possessing a firearm, part of a firearm, ammunition, or ammunition component in a vehicle on the property.
- (2) A person, including but not limited to an employer, who owns, leases, or otherwise occupies real property may prevent a person who is prohibited by state or federal law from possessing a firearm or ammunition from possessing a firearm or ammunition on the property.
- (3) A firearm may be removed from the vehicle or handled in the case of self-defense, defense of another, defense of property, or as authorized by the owner, lessee, or occupant of the property.
- (4) An employer that fires, disciplines, demotes, or otherwise punishes an employee who is lawfully exercising a right guaranteed by this section and who is engaging in conduct in compliance with this statute shall be liable in civil damages. An employee may seek and the court shall grant an injunction against an employer who is violating the provisions of this section when it is found that the employee is in compliance with the provisions of this section.
- (5) The provisions of this section shall not apply to any real property:
 - (a) Owned, leased, or occupied by the United States government, upon which the possession or carrying of firearms is prohibited or controlled;
 - (b) Of a detention facility as defined in KRS 520.010; or
 - (c) Where a section of the Kentucky Revised Statutes specifically prohibits possession or carrying of firearms on the property.

Effective: July 12, 2006

History: Created 2006 Ky. Acts ch. 240, sec. 8, effective July 12, 2006.

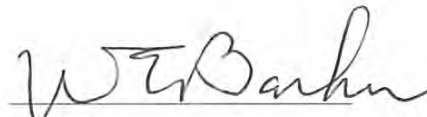


POLICY

Harassment Free Workplace

Paducah Water supports the rights of all employees, customers and visitors, to work and be able to conduct business in a productive, professional environment. Paducah Water will not tolerate any form of harassment directed toward employees, customers or visitors, at any of its facilities.


General Manager


Board Chair

Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Holidays

All regular full-time employees are eligible for designated paid holidays in each calendar year. Employees may request to take vacation in conjunction with a recognized holiday. If a holiday falls on a nonscheduled workday, the next scheduled workday will be observed as the holiday. If a holiday falls on a Saturday, it will generally be observed on Friday and if a holiday falls on Sunday it will generally be observed on the following Monday.

Pumping and treatment employees whose regular schedule requires them to work on a holiday will be paid holiday pay. They will also be paid at the rate of time and a half (1 ½) for all hours worked on the holiday.

Employees who are not regularly scheduled to work on a holiday, but who are called in for an emergency, will receive their regular holiday pay and in addition will be paid at a rate of 2 times their regular hourly rate for all hours worked. Employees are only eligible for the 2 times pay on the day designated by PW as the actual holiday.

Due to the nature of our operations, working holidays is considered a condition of employment and refusal to work on a holiday may be considered a violation of this policy.

The following holidays are observed:

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day (4th of July)
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
Your Birthday

Holiday pay is based on eight (8) hours paid at the employee's normal straight time pay rate.

General Manager

Board Chair



Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Jury Duty

Paducah Water encourages employees to fulfill their civic responsibilities by serving on jury duty when required. PW will follow all local, state and federal legislation to allow employees to serve on juries. In order to have excused absences for jury duty, employees must meet certain requirements.

- Employees called for jury service to be performed during their regular working hours, will notify their supervisor of the summons (as soon as the employee becomes aware of the summons) and will then be granted leave to respond to the summons and to report for jury service.
- Absences for jury service must be limited to the actual time required.
- If the time for reporting to jury service permits the employee to also report for work before or after appearing in court, he/she will do so and will work such time as permitted.
- When an employee is released from jury service in time to return to work (e.g., if released before 12:00 noon), he/she will be expected to do so.
- This policy also applies to time required to appear as a witness by subpoena in a court of record. It does not include appearances in court as a plaintiff or as a defendant.
- Regular full-time employees will be paid their regular wage or salary for the time spent on jury duty not to exceed the number of hours the employee would otherwise have worked for PWW on that date (e.g., eight hours). Employees regularly scheduled to work the 6:00 p.m. to 6:00 a.m. shift will be excused from work on the day(s) they are scheduled to report for jury duty. Employees will also be permitted to keep money received for jury service in addition to his/her regular pay.
- Jury duty does not count as hours worked for the purpose of computing overtime

If an absence would result in a hardship on PW, it may petition the court to excuse an employee from jury duty.

Employees should speak to their supervisor about any situation that falls outside this policy.



Willie Chatter

General Manager

W. E. Barker

Board Chair

Effective: DECEMBER 4, 2019

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Light Duty

Paducah Water promotes successful re-integration into the work environment as quickly as medically possible following an illness or injury. PW, at its sole discretion, will offer temporary light duty job assignments with temporary work-related restrictions due to illness or injury.

Light duty assignments are temporary (up to a maximum of twelve weeks) for employees recovering from an illness or injury. Such assignments are not vacant or permanent positions within the company, and are not available to employees on a permanent basis under any circumstance. The availability of light duty assignments depends on the employee's restrictions and the business needs of PW. The existence of this policy does not in any way guarantee that light duty will be available at any given time for any particular employee who requests it.

If a light duty assignment is available, an employee will be allowed to work only after PW has received a statement from the employee's health care provider approving the assignment for the employee. If at any point during the light duty assignment it is medically determined that the work restrictions are permanent, PW will meet with the employee to decide the appropriate course of action. Any and all steps will be in compliance with the Americans with Disabilities Act and other applicable laws and PW policies.

General Manager

Board Chair

Effective: DECEMBER 4, 2019

Revision History			Approval	
Date	Revision No.	Change	Board Chair	General Manager



POLICY

Meal Reimbursement

When an employee must travel out of town for a meeting, training, or conference, Paducah Water will reimburse the employee for meals up to the following amounts (including taxes and gratuities):

- Breakfast \$15.00
- Lunch \$15.00
- Dinner \$30.00

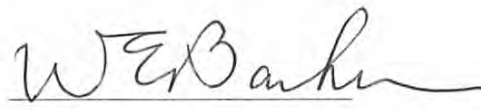
Paducah Water will not reimburse the employee for the purchase of alcoholic beverages.

To receive reimbursement, the employee must provide a receipt showing the cost of food, beverage, taxes and gratuities.

Paducah Water will not reimburse employees for snacks or drinks purchased outside of meals.

The reimbursement amounts shall be reviewed annually during budget planning sessions to determine if they need to be adjusted.


General Manager


Board Chair

Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Mileage

When an employee is provided a company vehicle and chooses to drive his own personal vehicle to a conference, seminar, etc. he is attending on behalf of the company, PWW shall reimburse said employee for only the gas used during travel. The employee shall not be reimbursed for mileage.

When an employee does not have a company vehicle and drives his own personal vehicle to a conference, seminar, etc. he is attending on behalf of the company, PWW shall reimburse said employee for mileage only at the PWW mileage rate. The PWW mileage rate shall be set annually on July 1 based on 75% of the standard IRS mileage rate. The PWW rate will be calculated by the controller during the budget process. The PWW calculated rate will be rounded up to the nearest cent.

If an employee must travel to a meeting, training or conference, to which the typical means of travel would be an airline flight, the employee has the option to drive his or her personal vehicle. However, mileage for choosing said travel option will not be reimbursed. PWW will only reimburse the employee the amount of the current and lowest round-trip airfare from the local or nearest major airport.

Employees shall request reimbursement in the manner set forth in the Employee Handbook.

General Manager

Board Chair

Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Monetary Compensation For Attaining Certification

An employee who attains Class IV certification as a Distribution or Treatment Plant Operator shall be paid the following one-time compensation:

Class IV A or Class IV D \$500.00.

Employees will NOT be eligible for a “second” payment if they obtain a second certification.

General Manager

Board Chair

Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager

POLICY

Overtime: Department Heads, Office Manager, Assistant General Manager, General Manager (Management Employees)

Management Employees are not eligible for paid overtime.


General Manager


Board Chair

Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Overtime: Non-Union Staff

Non-Union Staff required to work more than eight (8) hours a day or forty (40) hours each week will receive one and one-half (1 1/2) times the hourly rate of pay or one and one-half (1 1/2) times the number of hours worked as “comp time” for all hours worked.

Non-Union Staff will turn in to their department supervisor each morning the amount of overtime hours and their worksheets. PWW department supervisors and the general manager reserve the right to decide whether staff can take “comp time” instead of pay.

General Manager

Board Chair

Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager

POLICY

Personal Computer, Internet and Email Use

Following are guidelines on the use of PW personal computers, Internet, and e-mail:

Personal Computer (PC) Security

Each employee is responsible for protecting confidential information accessible from their computer (i.e. password security, locking/logging off computer when unattended).

It shall be the responsibility of PW's IT support company to ensure proper virus scanning software is loaded on each PC and that the software is updated regularly. To request assistance or for questions regarding virus scanning software on a PC, contact the Office Manager.

Network Security

Diskettes, CD's, tapes, or any other removable media may not be introduced into the system unless properly scanned for computer viruses. To request assistance or for instruction on virus scanning procedures, please contact the Office Manager.

Under no circumstances shall a user knowingly introduce a computer virus or any other malicious computer software into the system.

Users may not "dial in" to the PW network from a computer residing off the network without prior approval or set up arrangements from the Office Manager.

Hacking of any type is expressly forbidden.

Network security shall be observed at all times. Unauthorized use of the network or resources on the network is strictly forbidden.

Unauthorized use of another user's profile is prohibited.

Use of the network is primarily for official PWW business.

Software Licensing

All software installed on personal computers owned by PW must have proper user licenses. Most software license agreements state that the software must not be installed on more than one computer. Reproducing computer software without proper authorization violates copyright laws.

There are exceptions to the copyright laws for installing certain software on home computer or a portable computer for business use. Please contact the Office Manager for details.



Software Installation and Upgrades

Software or software upgrades of any kind may not be installed on a computer without prior approval from the Office Manager. Any software or data installed on a computer becomes the property of PW.

Non-Business Use

The computer network system, including its hardware, software, and work products, is the property of PW and it shall be primarily used for PW business purposes. PW reserves the right to monitor the system for any reason.

Electronic Mail

E-mail is the property of PW. Its primary use is for PW business. PW reserves the right to monitor the e-mail system for any reason.

Messages that are derogatory, obscene, threatening, or otherwise inappropriate are forbidden.

Users should be aware that deletion of an e-mail message may not fully eliminate the message from the system.

Internet Access

Internet access is limited only to computers as authorized. Connections to the Internet, bulletin boards, information servers, or any computer or server outside the PW network other than the normal Internet/e-mail usage must be approved by the Office Manager.

Use of the Internet is restricted primarily to official business. Accessing sites that promote or otherwise contain pornographic or obscene media is prohibited. Utmost care shall be used when downloading material from the Internet. No unauthorized World Wide Web page shall be placed on the PW network. Internet connections shall be severed upon completion of work.

Users should be aware that deletion of downloaded Internet material may not fully eliminate it from the system. Downloaded material, as well as websites visited during an Internet session, is accessible and retrievable. Use of Internet access which may result in embarrassment or damage to the reputation of PW and its employees is considered improper.

Violation of Policy

Violation of this policy may result in disciplinary action as outlined in the PW Employee Handbook. In addition to the prescribed policy, the General Manager may immediately sever any user's access to the network for refusal to abide by the terms and intent of this policy or for actions taken by a user that threaten the security and functioning of the network.

General Manager

Board Chair



Effective: SEPTEMBER 27, 2017

Revision History			Approval	
Date	Revision No.	Change	Board Chair	General Manager
Sept 2002		Original Policy		



POLICY

Political Activity

Paducah Water employees are not permitted to engage in political activity during work hours, while in uniform or while on PW property. Employees must not give the impression that they represent PW or are acting on PW's behalf while taking part in political campaigning.

Campaign literature is not permitted to be distributed or posted on PW property. Employees who choose to run for political office must conduct all campaign activities during non-working hours and off of PW property.

General Manager

Board Chair

Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Promotions and Transfers

Paducah Water provides equal opportunity for promotions and transfers for all employees (union and non-union). All employment vacancies (union and non-union) will be posted on the designated bulletin board in each department for three (3) business days. Current employees are encouraged to grow and advance with the company through these opportunities by applying for open positions. Current employees will be considered before the position is advertised for external applicants.

All promotions and transfers will be based on education, experience that is applicable to the job opening, special skills/training, certification/licenses, and how well the applicant meets the established position criteria.

General Manager

Board Chair

Effective: **DECEMBER 4, 2019**

Revision History			Approval	
Date	Revision No.	Change	Board Chair	General Manager

POLICY

Sick Leave

All full time, regular employees are eligible to receive paid sick leave based on their employee classification and length of service.

Sick leave with pay shall be granted for the following reasons:

1. Personal illness or incapacity resulting from a medical cause beyond the employee's control;
2. The illness of a member of the employee's household that requires the employee's personal care and attendance; or
3. Enforced quarantine of the employee in accordance with the community's Health Department.

Members of an employee's household are defined as spouse and dependent children.

In the event of a significant and unforeseen health event involving a parent, sibling, or independent child, the General Manager, in his/her sole judgement, may allow the use of accrued, paid sick leave on a case-by-case basis.

Employees must call in each day of absence to inform his/her department head or designated assistant of the reason for the absence. The call must be thirty (30) minutes prior to the time the employee is due to report to work. An absence of three (3) days or more must be accompanied by an excuse from a doctor or the medical professional providing treatment.

Sick leave accrual rates, accumulation, and pay at the end of employment:

Union Employees

Months of Service	Days Accrued Per Month
7 th month through 66 th month	1
67 th month through 90 th month	1 ¼
91 st month and thereafter	1 ½

Union Employees may accumulate a maximum of one hundred thirty-five (135) working

days of sick leave. Union Employees who are actively participating in the Kentucky Retirement System and who are in Tier I or Tier II will have up to six (6) months of service purchased with unused sick leave under the Kentucky Retirement System's "Standard Unused Sick Leave Policy" at retirement.

Non-Union Staff

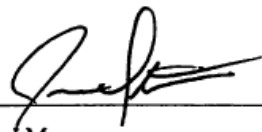
Months of Service	Days Accrued Per Month
7 th month through 12 th month	1
13 th month through 24 th month	1 ¼
25 th month and thereafter	1 ½

Non-Union Staff may accumulate a maximum of one hundred thirty-five (135) working days of sick leave. Non-Union Staff who are actively participating in the Kentucky Retirement System and who are in Tier I or Tier II will have up to six (6) months of service purchased with unused sick leave under the Kentucky Retirement System's "Standard Unused Sick Leave Policy" at retirement.

Department Heads, Office Manager, Assistant General Manager and General Manager (Management Employees)

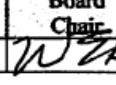
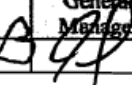
Months of Service	Days Accrued Per Month
6 th month through 12 th month	1
13 th month through 24 th month	1 ¼
25 th month through 72 nd month	1 ½
73 rd month and thereafter	2

Management Employees may accumulate a maximum of one hundred fifty (150) working days of sick leave. Management Employees who are actively participating in the Kentucky retirement system and are in Tier I or Tier II will have up to six (6) month of service purchased with unused sick leave under the Kentucky Retirement System's "Standard Unused Sick Leave Policy" at retirement.


General Manager


Board Chair

Effective: _____

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager
2/22/23	1	Added "significant and unforeseen health event" clause		



POLICY

Substance Abuse

Paducah Water is committed to preventing substance abuse in the workplace. Substance abuse endangers fellow workers, public safety, company morale and production.

This policy applies to all applicants, current employees (permanent, temporary, leased or contracted), consultants, contractors, vendors and visitors while on company premises. Each such individual is responsible for abiding by this policy.

It is the intent of Paducah Water to provide a drug-free work environment that is safe for our employees and for others who have business with the company. PW also seeks to maintain an environment conducive to efficient and productive work standards.

In general, the policy prohibits the following:

- Unlawful manufacture, distribution, dispensation, purchase, possession, sale, or use of illegal drugs or unauthorized controlled substances;
- Possession, use, purchase or sale of alcohol while on-duty or on company property (including company vehicles);
- Refusal to submit to an alcohol and/or drug test, including adulterating, substituting, or otherwise tampering with a specimen.

For the purpose of this policy, the definition of "drug" includes, but is not limited to:

- Controlled substances in schedules I through V of the Controlled Substance Act (21 U.S.C. 812) and as further defined by regulation at 21 CFR 1308.11 through 1308.15 including any future additions or amendments.
- All illegal drugs
- Marijuana
- Mood-or mind-altering substances (legal or illegal)
- "Look-alike" substances, designer, counterfeit or synthetic drugs
- Inhalants
- Alcoholic beverages
- Any drugs or substances, including those which are illegal, prescribed, and/or fraudulently or illicitly obtained, which will in any way affect safety, the ability to perform essential job functions, alertness, coordination, judgment, response, or the safety of others on the job.

Prohibited Substances

Employees and all others are prohibited from the use, possession, sale, manufacture, distribution, dispensation, concealment, receipt, transportation, or being under the influence of any of the following items or substances on company property (including the presence of detectable levels or identifiable trace quantities):

- Illegal drugs, controlled substances, marijuana, intoxicants (legal or illegal), “look-alike” substances, designer drugs, counterfeit or synthetic drugs, inhalants, and any other drugs or substances that will, in any way, affect safety, work ability, alertness, coordination, judgment, response, or the safety of others on the job.
- Alcoholic beverages, except as specifically authorized by company management. Consuming alcoholic beverages while driving or driving any vehicle for company business while intoxicated is prohibited. The consumption of alcohol on company time or on company property is prohibited. (Note: Moderate use of alcohol at company-approved meetings, or in an appropriate social setting, is not prohibited by this policy.)
- Drug paraphernalia.
- Prescription drugs and over-the-counter medications, except under the following conditions:
 - The drugs have been prescribed by an authorized medical practitioner for current use (within the past 12 months) for the person in possession of the drugs.
 - The drugs/medications, both prescribed and over-the-counter, are limited to a 1-day supply, or must be kept in their original container and must be taken in accordance with the dosage recommendations and usage cautions and generally must not affect the person’s ability to perform work safely. (Note: The company reserves the right to consult with a medical doctor to determine if a drug or medication, whether prescribed, produces hazardous or non-safe effects and may restrict the use of any such drug or medication accordingly on company property. The company also reserves the right to require an employee to undergo a fitness for duty medical examination by a physician of the company’s choosing. This may also include restricting or altering the individual’s work activity or presence at the worksite.)

Drug Testing Panel and Limits

<u>Drug or Metabolite in Urine</u>	<u>Screening Cutoff</u>	<u>Confirmation Cutoff</u>
Amphetamine (includes Methamphetamine)	1000 ng/ml	500 ng/ml
Barbiturate	300 ng/ml	300 ng/ml
Benzodiazepine	300 ng/ml	300 ng/ml
Cannabinoid (Marijuana, hashish) (carboxy THC)	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiate: Morphine, Codeine	300 ng/ml	300 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Oxycodone/Oxymorphone	100 ng/ml	100 ng/ml
Breath Alcohol Test	< .02%	<.02%

Who Will Be Tested

All PW employees (full time, part time, permanent, temporary, leased or contracted) will be randomly selected a minimum of one time each calendar year for testing for the substances listed above.

Also, employees who are required to obtain and keep a Commercial Driver's License (CDL) as a condition of employment will be selected a minimum of one time each calendar year in accordance with DOT regulations.

Other occurrences that prompt drug testing:

- **Pre-employment examinations.**
- **Reasonable Suspicion** – When supervisor has reason to believe an employee, on company property or company time, is using or under the influence of prohibited drugs or alcohol, or there has otherwise been a violation of this policy. In the event of reasonable suspicion, PW reserves the right to test the employee for illicit substances that are not included in the testing panel.

- **Possession** – An employee is found in possession of suspected illegal or prohibited drugs or substances, or when any of these drugs or substances are found in an area controlled or used exclusively by said employee.
- **Return-To-Duty** – An employee returning to active employment after a leave of absence of 30 or more days may be required to report for testing. Also, if an employee violates the substance abuse policy, it is a condition of the Second Chance Policy that he or she must be tested and receive (a) negative result(s) before returning to work and beginning the program.
- **Post-Accident** – When an employee is involved in any type of accident involving a company vehicle or a vehicle in use for company business.
- **Post-Injury** – Following an on-the-job injury requiring treatment from a physician or following a serious or potentially serious accident or incident, including near misses, in which safety precautions were violated, unsafe instructions or orders were given, vehicles, equipment, and/or property sustained damage, or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol, and other prohibited substances.
- **Follow-up** – When an employee returns to a safety-sensitive function. Also, any employee participating the Second Chance Program must submit to a minimum of 6 months of random drug testing in order to maintain employment and receive full reinstatement.

Any employee required to submit to a urine and/or blood test shall be informed of the reasons why he or she is being ordered to submit the specimen. Failure to produce a specimen after a period of 3 hours at the testing facility is usually considered “refusal” and may be grounds for termination.

Preliminary findings of a policy violation may require that the employee be suspended, without pay, pending the results of a company investigation. If the investigation clears the employee of any policy violation, then the employee will be fully reinstated, including pay, to his or her job.

An employee who in any way alters, tampers with, or substitutes a urine or blood specimen, is in violation of this policy and will be discharged.

The company may take into custody any illegal, unauthorized, or prohibited items or substances and may turn them over to the proper law enforcement agencies.



Search Procedures

Because of the importance of this policy, the company reserves the right, at all times, to have company supervisors and/or authorized search and inspection specialists, including scent-trained dogs, conduct searches and inspections of employees, and those under the employ, and their personal property and effects, while on company premises and property and when circumstances warrant. Such property and effects include, but are not limited to, lunch boxes, purses, briefcases, baggage, offices, desks, clothing, and vehicles (including trunks, glove compartments, etc.), for the purpose of determining if such employees are using, possessing, selling, manufacturing, distributing, dispensing, concealing, receiving, or transporting any of the prohibited items and substances contained in the policy.

The employee's supervisor and a senior company officer have the right to conduct an on-the-spot search and inspection of employees and their personal property and effects, as described, if said supervisor has a reason to believe that employees are in direct violation of any part of this policy. All searches and inspections conducted by outside authorized specialists will be in the presence of a senior company officer.

All employees are expected to cooperate with any investigation regarding this policy. Failure to cooperate, providing false information, or omitting information may lead to disciplinary action up to and including termination of employment.

A search and inspection, as defined herein, may also include and require employees and others present on company property to submit to a urine drug screen test and/or blood test or other examination.

The search, inspection, and drug screening provisions herein will be performed with concern for the personal privacy of each employee and may also apply to contract labor, if feasible.

How Alcohol Tests Are Conducted

Alcohol testing is done by a certified Breath Alcohol Technician (BAT) in a private setting. The subject must blow forcefully into the mouthpiece of the testing device for several seconds. A screening test is completed first. If the screening result is less than .02, the employee must sign and date a certification form signifying the test is complete and the result is negative. If the result is .02 or greater, a confirmation test must be done within 15-20 minutes of the first test. If the results of the two tests differ, the confirmation test result is used.

How Drug Tests Are Conducted

Drug testing is done by analyzing a urine sample, which is collected in a private environment. Prior to collection, the collection specialist will provide specific instructions that must be followed carefully. The collection specialist will divide the specimens into two containers, labeling them "A" and "B." Both are sent to a testing laboratory certified by the Substance Abuse



and Mental Health Services Administration (SAMHSA). Sample A is tested initially. Sample B remains on hold in the event of a positive result.

How Test Results Are Handled

The General Manager obtains test results through the testing facility's secure online portal. After review, The General Manager's administrative assistant places results in a secure file. All records containing medical information are maintained in accordance with applicable law. All test results are confidential.

When the General Manager is tested, Chair of the Board of Commissioners obtains the results from the testing facility's secure online portal.

A summary of the testing results is included in the General Manager's monthly report to the Board of Commissioners.

Positive Test Result

Any employee who, as a result of drug testing and screening, has detectable levels or identifiable trace quantities of a prohibited drug or substance in his or her system, regardless of when or where the drug or substance entered that person's system, will be considered in violation of this policy. The employee will be removed from company property and will be subject to disciplinary action, up to and including termination of employment. If employment is continued, such an employee will be required to submit to random drug screens and/or participate in and successfully complete a substance abuse program (Second Chance Program).

If test results are positive for a prohibited substance, the Medical Review Officer (MRO) at the facility where the sample was collected will call the employee to inform him/her of the positive test result, giving the employee an opportunity to verify or deny use of the illicit drug.

If the employee denies use of the illicit substance, the facility will offer to have the lab test specimen B (the second sample collected on the day of the test). The cost of this test can be paid for by the employee or the employer.

If the Bottle B specimen returns a negative result, the initial lab is subject to intense investigation and the employee is cleared of any accusation.

If the Bottle B specimen returns a positive result, the employee will be suspended from work, without pay, and will be subject to disciplinary action up to and including termination of employment. The employee will be given the option of termination or substance abuse counseling and testing. If the employee decides to seek substance abuse counseling and additional testing, the employee will remain suspended, without pay, until they have met with a substance abuse counselor and a course of action has been determined.



If the employee refuses to have Bottle B analyzed, they will be suspended from work, without pay, and given the option of termination or substance abuse counseling and testing. If the employee decides to seek substance abuse counseling and additional testing, the employee will remain suspended, without pay, until they have met with a substance abuse counselor and a course of action has been determined.

If an employee tests positive for a prohibited drug that is a prescribed medication, the employee must provide the **current** prescription for the MRO to review. If the MRO determines the prescription is current and valid, then the test result is negative. If not, the result is positive.

PW is a “Second Chance” Organization.

An employee who opts to remain with the company after receiving a positive drug test result must participate in the Second Chance Program. The employee shall immediately initiate contact with a substance abuse counselor. The counselor will meet with the employee for evaluation. The counselor will then report findings to the employer and recommend a course of action for the employee and employer. The employee must undergo a follow-up drug/alcohol test and receive negative results before being cleared to return to work. In addition, the employee may be required to see his/her medical doctor, in cooperation with a substance abuse counselor, to receive “fitness for duty” certification in order to return to work.

Substance abuse counseling will require education, additional testing and follow-up counseling, all of which will be arranged by the substance abuse counselor and the employee.

Upon returning to work, the employee will undergo frequent random testing for 6 months and must remain free of illicit drugs during that time. Failure to do so will result in termination.

At the end of 6 months, the employee shall return to normal random drug testing. Future positive drug test results will result in termination.

Penalties for Violating this Policy

Any employee found in violation of this policy, or who refuses to submit to a search, or required testing, shall be removed from company property and be subject to disciplinary action up to and including termination of employment.

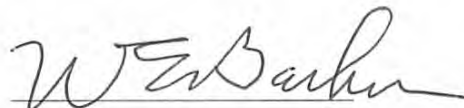
Off-the-Job Drug and Alcohol Use and Activity

Employees who use drugs, alcohol, or chemical substances off-the-job run the risk of jeopardizing the safety of themselves, their families and the public. Whenever such usage adversely affects public trust in PW or otherwise interferes with PW’s ability to carry out its responsibilities, or increases potential liability for the company, PW may be forced to take disciplinary action against the offending employee(s), up to and including termination of employment. Employees who are convicted or plead guilty or nolo contendere because of off-the-job activities (drug or alcohol related) may be considered in violation of this policy. In deciding



what action to take, PW will consider the nature of the charges and other factors relative to the impact of the employee's conviction or plea upon the conduct of the PW's business.


General Manager


Board Chair

Effective: JANUARY 29, 2020

Revision History			Approval	
Date	Revision No.	Change	Board Chair	General Manager



POLICY

Termination of Employment

Employment with Paducah Water is at-will and based on mutual consent. Both the employee and Paducah Water have the right to terminate employment at any time, with or without cause.

General Manager

Board Chair

Effective: JULY 29, 2020

Revision History			Approval	
Date	Revision No.	Change	Board Chair	General Manager

POLICY

Vacation

All full time, regular employees are eligible to receive paid vacation time based on their employee classification and length of service. This policy is intended to provide employees with a means to achieve work/life balance.

Vacation accrual rates, accumulation, and pay at the end of employment:

Union Employees

Months of Service	Days Accrued Per Month
After 6 months through 24 months	1
25 th month through 240 months	1 ¼
241 st month and thereafter	1 ½

Union Employees may accumulate vacation throughout each year. At the end of each calendar year, each Union Employee's vacation account balance will be reviewed and no more than twenty-one (21) days may be carried forward to the next calendar year. Upon resignation, termination, retirement or death, Union Employees or heirs at law shall be paid for any unused vacation time not to exceed 21 days.

Non-Union Staff

Months of Service	Days Accrued Per Month
After 6 months through 24 months	1
25 th month through 240 months	1 ¼
241 st month and thereafter	1 ½

Non-Union Staff may accumulate vacation throughout each year. At the end of each calendar year, each Non-Union Staff member's vacation account balance will be reviewed and no more than twenty-one (21) days may be carried forward to the next calendar year. Upon resignation, termination, retirement or death, Non-Union Staff or heirs at law shall be paid for any unused vacation time not to exceed 21 days.



Department Heads, Office Manager, Assistant General Manager and General Manager (Management Employees)

Months of Service	Days Accrued Per Month
After 6 months through 24 months	1
25 th month through 60 months	1 ½
61 st month and thereafter	2

Management Employees may accumulate vacation throughout each year. At the end of each calendar year, each Management Employee's vacation account balance will be reviewed and no more than thirty (30) days may be carried forward to the next calendar year. Upon resignation, termination, retirement or death, Management Employees or heirs at law shall be paid for any unused vacation time not to exceed thirty (30) days.

General Manager

Board Chair

Effective: ~~SEPTEMBER~~ 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Vehicle Allowance

The General Manager, Assistant General Manager and Department Heads (Management Employees) shall have the option of driving a car or pickup truck provided by PW or providing their own personal vehicle for business use. He/she shall agree to pay for all costs related to owning their personal vehicle, i.e. purchase, insurance, property taxes, gasoline, maintenance, etc. PW will pay a vehicle allowance each month equal to the PW cost to provide a PW owned vehicle. The vehicle allowance will be calculated each quarter and included in the Distribution Department report. PW will reimburse him/her for mileage at the PW approved rate for any PW related business when such trip is 50 miles or greater distance from Paducah.

In addition, the employee choosing to drive their own personal vehicle shall carry personal insurance on his/her vehicle with liability limits at a minimum of \$100,000/\$300,000. Proof of insurance shall be kept on file at PW. The employee's personal vehicle must be well maintained in order to represent PW positively to the public. When deemed necessary by the General Manager, the employees will have a PW radio available for their use in his/her personal vehicle. Said radio shall be provided and maintained at PW expense.

All employees driving a car or pickup truck provided by PW shall agree to abide by all PW policies as included in the PW Employee Handbook relating to the use of the vehicle. The benefit terminates with the end of employment.

General Manager

Board Chair

Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Vehicle Usage

Paducah Water vehicles are for PW business only and are not to be used for personal reasons. Each employee who must operate a Paducah Water vehicle in the course of their job is required to present and maintain a valid driver's license and an acceptable driving record. Any employee operating or responsible for the operation of a PW vehicle must comply with local, state and/or federal laws or policies governing the use of such property. The improper, careless, negligent, destructive or unsafe use of vehicles may result in disciplinary action, up to and including termination.

Safe Driving

Employees should drive with care at all times, obey speed limits and exercise defensive driving techniques. If an employee receives a citation for a moving violation while driving a PW vehicle OR personal vehicle, he/she must report the incident to his/her supervisor as soon as possible.

Vehicle Maintenance

Employees are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines. If any vehicle appears to be damaged, defective or in need of repair, notify the supervisor in charge immediately.

Proper Use of PW Vehicles

Proper use of vehicles includes driving to and from job sites, handling job-related emergencies, purchasing fuel, driving to lunch within a couple of miles and no more than five miles in certain circumstances, and other uses as permitted by the supervisor. Employees with a take-home vehicle may take care of personal errands (i.e. stop at the grocery, bank, gym or take or pick up their children from daycare, etc.) as long as it is incidental to their travel to and from work.

Improper use of vehicles includes driving home for lunch more than a couple of miles, driving well out of the way for appointments, using vehicle to haul large personal items after hours, driving for personal use or to personal events after hours with the exception of Foremen, Personal Service Technicians and Treatment Plant Staff during periods where they are on call and have a take-home vehicle.

An example of an acceptable use of a company vehicle would be additional days of travel associated with a conference or out of town event (where the employee takes a few days of vacation in the general area of the conference or event to extend their trip). If an employee has questions regarding an acceptable use, they should request approval from the General Manager prior to the trip.



Proper Use of Employee Owned Vehicles Who Receive a Vehicle Allowance

The vehicle allowance in no way indicates transfer of ownership or ownership rights of the vehicle to Paducah Water. Vehicles provided for company use under the Vehicle Allowance Policy remain the property of the employee and may be used for any legal purpose both during and after work hours.


General Manager


Board Chair

Effective: DECEMBER 4, 2019

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



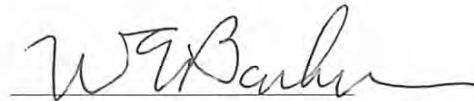
POLICY

Violence in the Workplace

Paducah Water is committed to providing to our employees, customers and visitors, an environment free from violence. Acts of violence, verbal/physical threats and intimidation will not be tolerated. Any unlawful violent actions by employees, customers or visitor will be referred to local law enforcement for prosecution.

Employees should inform their supervisor or the General Manager if they have any immediate concerns.


General Manager


Board Chair

Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Adjustment of Excessive Water Charges – No Apparent Leak

Upon request, Paducah Water (PW) will review a customer's account when he or she experiences significant usage above their seasonal average. PW will review the customer's records, confirm meter readings, and/or test the meter for accuracy. If no problems are found and the customer insists there is no leak, the PW Customer Service Committee may, at its discretion, adjust the bill. The following criteria will be followed:

1. There is a significant increase in usage with no known explanation.
2. In the opinion of the Customer Service Review Committee, the customer is unaware of the cause for the increased usage.
3. PWW will share the higher usage cost with the customer on a 50/50 basis.

The adjustment will be figured by the Office Manager based on the customer's average seasonal usage. PW will grant up to 50% of the water usage above the customer's seasonal average and provide credit for that cost. The customer will be responsible for the resulting adjusted bill.

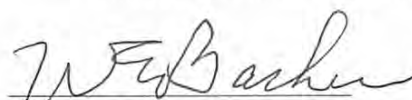
Water adjustments will not be made for buildings less than one year old. The contractor should be responsible for the first year after completion of a new structure. No adjustments will be made for excess water usage due to vandalism, theft of service, or when a leak was not repaired in a timely manner. Adjustments will not be given for excess water usage due to dripping faucets, commode leaks, or allowing water to run to prevent water lines from freezing.

In hardship cases, the Customer Service Review Committee may grant an adjustment up to 75% provided that the location has not been granted a leak adjustment within the past 24 months. The customer service committee shall be comprised of any three (3) of the following:

General Manager
Office Manager
Customer Service Supervisor

Customer Accounts Manager
One (1) Customer Service Representative


General Manager


Board Chair

Effective: JUNE 24, 2020

Revision History			Approval	
Date	Revision No.	Change	Board Chair	General Manager



POLICY

Adjustment of Sewer Charges After A Leak Repair

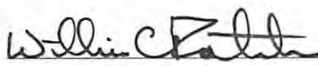
Paducah Water (PW) is the billing agent for Paducah-McCracken County Joint Sewer Agency (JSA) and is not involved in their policy decisions or setting their rates. However, JSA does allow PW to adjustment sewer charges. PW will review a customer's account when he or she experiences above average seasonal usage due to a leak. At PW's discretion, an adjustment can be made once in a twelve-month period for a complete billing cycle because of a leak. No adjustment can be made until the customer provides proof that the leak has been repaired. PW will adjust a customer's water bill due to a leak based on the following categories:

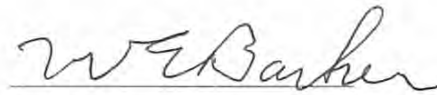
1. The leak was within an underground water service line between the meter and the building's exterior.
2. The leak was within the building and was due to a ruptured line or similar sudden release of water.
3. The leak was within the building and, in the opinion of the General Manager and/or Office Manager, was at a location where it would not have reasonably been discovered if the building were occupied.

The adjustment will be figured at PW's discretion based on the customer's seasonal average usage. PW will grant up to 100% of the water usage above the customer's seasonal average and adjust that cost if the water did not go into the sewer system. The customer will be responsible for any remaining charges.

Sewer adjustments will not be made for buildings less than one year old. The contractor should be responsible for the first year after completion of a new structure. No adjustments will be made for excess sewer usage due to vandalism, theft of service, or when a leak was not repaired in a timely manner. Adjustments will not be given for excess sewer usage due to dripping faucets, commode leaks, or allowing water to run to prevent water lines from freezing (this could be accomplished with adequate insulation).

Any additional sewer adjustments due to circumstances or because of an appeal by the customer would be at the discretion of the JSA.


General Manager


Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Adjustment of Water Charges After A Leak Repair

Paducah Water (PW) will review a customer's account when he or she experience usage above average seasonal usage due to a leak. At PW's discretion, an adjustment can be made once in a twelve-month period for a complete billing cycle because of a leak. No adjustment can be made until the customer provides proof that the leak has been repaired. PW will adjust a customer's water bill due to a leak based on the following categories:

1. The leak was within an underground water service line between the meter and the building's exterior.
2. The leak was within the building and was due to a ruptured line or similar sudden release of water.
3. The leak was within the building and, in the opinion of the General Manager and/or Office Manager, was at a location where it would not have reasonably been discovered if the building were occupied.

The adjustment will be figured at PW's discretion based on the customer's seasonal average usage. PW will grant up to 50% of the water usage above the customer's seasonal average and give an adjustment for that cost. The customer will be responsible for any remaining charges.

Water adjustments will not be made for buildings less than one year old. The contractor should be responsible for the first year after completion of a new structure. No adjustments will be made for excess water usage due to vandalism, theft of service, or when a leak was not repaired in a timely manner. Adjustments will not be given for excess water usage due to dripping faucets, commode leaks, irrigation meter leaks, or allowing water to run to prevent water lines from freezing (this could be accomplished with adequate insulation).

In hardship cases and under eligible leak circumstances, the General Manager may grant an adjustment up to 75% provided the customer has not received a leak adjustment within the past 24 months and satisfactory arrangements have been made to repair the leak.

General Manager

Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Establishing Residential or Commercial Water Service

In order to establish water service at a home or business, a customer must complete a Service Application that corresponds with the type of service requested. Applications are available in the PW business office and on PW's website.

Customers who complete the application in the business office must present valid identification. For customers utilizing the online application, identification will be verified using the program Online Utility ID.

Residential Service

Anyone over the age of 18 who will reside in the home must provide his/her social security number. Any existing or prior balance incurred by any resident over age 18 must be paid in full in order for service to be established.

Commercial Service

For Limited Liability Companies (LLCs) or Corporations, the designee who completes the service application must provide a tax identification number for the entity.

For a Sole Proprietorship, the owner must provide his/her social security number. Any balance incurred previously by the owner must be paid in full in order for service to be established.

Upon meeting the requirements above, service will be provided the next business day. A fee to establish service will be added to the customer's first bill.

General Manager

Board Chair

Effective: JUNE 24, 2020

Revision History			Approval	
Date	Revision No.	Change	Board Chair	General Manager



POLICY

Payment Plans and Payment Extensions (Holds)

Paducah Water routinely assists customers by offering payment plans or placing payment extensions on accounts under the following conditions:

1. If a customer's bill is unusually high because of a leak or some other extenuating circumstance, PW will typically offer a payment plan. The plan allows the customer to pay the bill in installments, not to exceed three months unless special arrangements are made.
2. If a customer has an unpaid balance for previous water service, that balance must be paid in order to obtain or re-establish service. In such case, a customer may utilize a payment plan to pay the old bill. Half of the balance must be paid up front, and the other half is paid in three monthly installments.
3. If a customer requests a "hold" on his/her account that exceeds the standard fifteen-day grace period, PW may allow a seven-day extension. However, the full balance must be paid on the agreed date.

If a customer defaults on a payment plan or payment extension, their water service will be disconnected. In order to re-establish service, all balances must be paid in full, including fees.

General Manager

Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



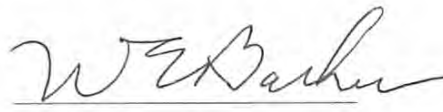
POLICY

Plumbing and Sewer Permits for New Meter Installation

KRS 318.165 prohibits installation of a permanent supply to a building until the interior plumbing system has been installed and approved in accordance with the provisions of KRS Chapter 318 and the State Building Code.

In order to comply with the mandate, PW will require any customer applying for new meter installation for new construction to present a copy of their plumbing permit, and sewer permit if applicable. If the customer does not have a copy of the permit(s) or has not acquired the permit(s) at the time they apply for a new meter, the request will be held until the permit(s) is (are) provided. Once PW receives the permit(s), the new meter will be installed. The local health department issues plumbing permits. The Paducah McCracken County Joint Sewer Agency (JSA) issues sewer permits.


General Manager


Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Returned Check/Electronic Payment (ACH)

When Paducah Water receives notification of a returned check/ACH, the original amount of the check/ACH and PW's return fee are added to the customer's Paducah Water account. PW will then notify the customer of the account balance inclusive of the returned check/ACH amount and fees.

Payment to Restore or Establish Service

If a customer pays with a check to restore or establish service and the check is returned, PW will disconnect the service immediately. Service will be restored when the PW account balance and all fees are paid in full.


General Manager


Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager

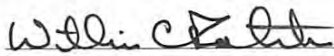


POLICY

Service Fees

Paducah Water charges fees for services rendered to customers at the cost to provide. This enables PW to keep rates as low as possible.

Fees will be reviewed annually, and adjusted if necessary, through the budgeting process. The service fee schedule is posted on the Paducah Water website. A copy of the current schedule is attached.


General Manager


Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



PADUCAH WATER SERVICE FEES

Fee Schedule

Establish service (New/Transfer)	\$30.00
Disconnect status fee	\$40.00
Re-establish service after non-payment after normal business hours	\$90.00
Meter replacement after non-payment	\$80.00
Meter replacement after non-payment after normal business hours	\$130.00
Service call	\$30.00
Service call after hours	\$60.00
Returned check	\$30.00
Meter testing	\$30.00
Meter tampering repair	\$110.00
Theft of service (same day)	\$150.00



POLICY

Service Restoration After Non-Payment of Account

Full payment for water service is required each month in order to avoid service interruption. PW provides a grace period of 15 days past the due date. Failure to pay the account balance by the end of the grace period will result in service interruption (meter will be turned off) and accrual of a disconnect status fee. Once payment is made in full (bill plus disconnect status fee), Paducah Water will restore water service the same business day, usually between 1:00 pm and 4:00 pm.

Service restoration is available after normal business hours, between 4:00 pm and 9:00 pm. For after-hours restoration, the customer must pay the full amount of the bill, plus the disconnect status fee and after-hours fee. Payments can be made online using a credit or debit card, or by using the phone payment system, prior to calling to have the Service Technician dispatched to the location (please give the payment confirmation number to Service Technician). Checks are also accepted by the Service Technician if the customer does not have access to PW's online payment system or does not have a credit card. However, Service Technicians cannot accept cash.

If water service is interrupted due to non-payment and the customer does not pay to have service restored, PW will return to that location to determine meter status. If the water meter has been turned on by the customer and shows usage since the interruption date, the meter will be removed immediately, as this is considered theft of service (TOS). A TOS fee (significantly higher than the disconnect status fee) will be added to the balance of the bill, and the bill and any accumulated fees must be paid in full prior to service restoration. A notation of TOS will reflect on the customer's account. Any future instances of service interruption will result in removal of the meter.


General Manager


Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

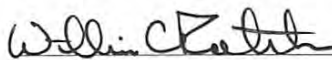
Swimming Pool Adjustments

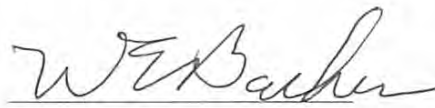
Because Paducah Water (PW) is the billing agent for Paducah McCracken Joint Sewer Agency (JSA), sewer charges and water charges appear on the same bill each month. However, PW and JSA are separate entities, each with their own governance.

PW must charge customers the full cost for water used to fill swimming pools. However, JSA, at their sole discretion and according to their policies, may provide an adjustment for sewer charges when a pool is filled.

PW does not provide swimming pool adjustments. All requests for swimming pool adjustments must be made directly to JSA at:

Paducah McCracken Joint Sewer Agency
621 Northview Street
Paducah, KY 42001
Phone: 270-575-0056


General Manager


Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager

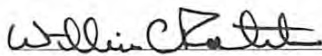


POLICY

Termination of Service – Customer Request

When a customer requests termination of water service, the Customer Service Department will create a service order for completion on the day the customer requests, or no later than the next business day. If the customer has a manually read meter, a Service Technician will obtain a final meter reading from the customer's meter. If the customer has a cell read meter, a Customer Service staff member will obtain the final meter reading from the AMI system. The customer's last bill for the meter account (Final Bill) will be generated in the next billing cycle for that address.

PW will send up to three Final Bill notices to the terminated account holder's forwarding address. Any unpaid balance will be transferred to a current account or assigned to Bad Debts for future collection.


General Manager


Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager

POLICY

Water Service to Mobile Home Parks

Paducah Water will provide water service to mobile home parks under one of two options.

Option 1

The mobile home park owner/developer constructs a water main extension in accordance with Paducah Water Policy “Extension of Water Service to Unserved Property, 3. Main Extension for Developments”.

Construction, Ownership and Maintenance

Under this option, the mobile home park owner/developer will construct a water main extension into the mobile home park. All water mains will be constructed in dedicated utility easements or public right of ways. Upon completion of construction, testing, dedication and warranty, Paducah Water will assume ownership and maintenance responsibility for the water mains, fire hydrants and valves in the mobile home park.

Metering

The mobile home park owner/developer or lot owners will be responsible for applying for service for each lot and paying appropriate connection fees. Once connection fees have been paid, Paducah Water will set meters for lots. A bill for each meter will be sent to customer who has signed up for service.

Option 2

The mobile home park owner/developer constructs water lines or service lines in the mobile home park that do not meet Paducah Water standards and Policies for water main extensions. The water lines or service lines are served by a master meter installed by Paducah Water.

Maintenance

Each mobile home park is responsible for the water lines, valves, boxes, settings, etc. behind the master meter. PW only maintains the service line from the water main to the master meter, and the master meter itself.

Metering

A mobile home park must have a master meter that services the entire park. Some mobile home parks have been “grandfathered” through an old policy. Each of those parks has a master meter that serves individual meters assigned to each unit. Only those parks that have been “grandfathered” may utilize individual meters under this Option.



Billing – Master Meter

PW sends monthly bills to mobile home parks according to the consumption shown on the master meter.

Grandfathered Mobile Home Parks

Billing – “Grandfathered” Parks

PW will read individual meters in mobile home parks as it does all individual meters in the service area, and will bill those customers directly. At the same time the individual meters are read, the master meter will also be read. The total usage on the master meter will be compared to the usage on the individual meters in the park. If the usage on the master meter exceeds the usage on the individual meters by five percent or more, the excess usage on the master meter will be billed to mobile home park’s owner.

Termination of “Grandfathered” Status

PW reserves the right to end Grandfathered status if/when the mobile home park is sold or transferred to new owners, or as otherwise permitted by Kentucky law. After termination, the new mobile home park owner will be billed monthly based on the usage indicated on the master meter.



General Manager

W. Edward Barker
W. Edward Barker (Sep 30, 2021 16:00 CDT)

Board Chair

Effective: September 29, 2021

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager
9/1/2021	1	Edited “Grandfathered Mobile Home Parks” language.		



POLICY

Irrigation Meters

An irrigation system must be connected to a separate meter, not the main water meter servicing the structure. A plumbing permit is required for installation of an irrigation meter.

The plumbing inspector who issues the permit for an irrigation meter is required to confirm installation of a backflow prevention device. A backflow preventer is designed to keep unwanted substances from contaminating the public's potable water system.

Bills for irrigation meters are generated only if monthly consumption is 500 gallons or more. There is no minimum bill amount for irrigation meters and the account is not subject to additional fees if consumption is less than 500 gallons.

General Manager

Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Meter Tests

PW will perform meter tests or inspections at a customer's request. A meter test fee of \$30.00 will be added to the next billing to cover the costs of the test.

Distribution Department personnel will schedule the meter test. The customer may attend and view the test if he or she so desires. If the customer does not attend, he or she will be notified of the results.

If a requested test shows that the meter is accurate within two percent, slow or fast, no adjustment will be made to the customer's bill.

If the test shows that the meter is inaccurate by more than two percent, slow or fast, an adjustment will be made on the customer's next bill for the 30-day period prior to the test date.

When the meter is inaccurate, PW will waive the meter test fee.


General Manager


Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Multiple Meters

Customers often request several meters at a location in order to serve multiple units (i.e. duplexes, strip malls, apartments, etc).

When installing these meters, it is important that Paducah Water establish that each meter corresponds with the unit it was intended to serve.

Multiplexes (strip malls, apartments, etc.)

The Distribution Department will not set a meter until they meet with a Plumber on-site and perform tests to verify each setting is correct.

Residential Duplexes (or fourplexes, etc.)

A follow-up service order will be issued for a Service Technician to return to the location to verify that each meter is serving the correct unit.

General Manager

Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

New Meter Installation

Prior to new meter installation, also known as meter setting, (not to be confused with establishing service at a new address), each customer must:

- Complete a residential or commercial service application either at the PW business office or on the PW website.
- Pay applicable connection fees (meter setting fees) at the business office or by phone using a credit card.
- Provide a plumbing permit in person, by fax, or by email.
- Provide a sewer permit (if applicable) in person, by fax, or by email.

Connection fees are based on meter size to ensure full cost of the setting is recovered. If a customer purchases multiple meter settings for the same address (i.e. residential and irrigation meter), PW will reduce the total fee by \$350 for each pair of meters purchased.

Connection fees will be reviewed, and adjusted if necessary, during the annual budgeting process. The connection fee schedule will be posted on the Paducah Water website. A copy of the current fee schedule is attached.


General Manager


Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



**PADUCAH WATER CONNECTION FEES
EFFECTIVE JULY 1, 2020**

METER SETTING FEES

Service Size	Amount
5/8"	\$ 1,200.00
1"	1,400.00
1 1/2"	3,400.00
2"	4,000.00
3"	11,000.00
4"	11,900.00
6"	14,500.00

**FIRE LINE INSTALLATION AND MAIN TAPPING
CHARGES**

Service Size	Amount
2"	\$ 950.00
4"	1,250.00
6"	1,600.00
8"	2,000.00
10"	3,300.00
12"	3,600.00

IMPORTANT: Customers who purchase a residential and irrigation meter (double-header) together may have a discount of \$350 applied to their Meter Setting Fees.

POLICY

Temporary Water Service from a Fire Hydrant (Hydrant Meter)

For Meters Owned by Paducah Water

The following are the rules, regulations and charges for temporary water service from a fire hydrant (hydrant meter) from *for meters owned by Paducah Water*:

A. Meter Fees and Deposits

Meter Size	Connection Fee	Deposit	Total
5/8"	\$50.00	\$250.00	\$300.00
2"	\$100.00	\$1,500.00	\$1,600.00

B. Monthly Minimum Charge

Meter Size	Minimum Bill Each Month	Gallons Allowed Each Month on Minimum Bill
5/8"	\$50.00	10,000
2"	\$150.00	30,000

Usage over the monthly minimum gallons is billed at a rate of \$5.00 per 1,000 gallons.

- C. **Billing** – Customers will be billed a minimum amount monthly. When the hydrant meter is returned or at the annual inspection, the meter will be read and usage determined. If the total usage exceeds the gallons allowed each month times the number of months, then excess usage will be billed at \$5.00 per 1,000 gallons.
- D. **Refunding of Deposits for Meters** – Deposits are refunded when PW receives payment of the final bill *AND* if the meter is in good, working condition when returned. Damaged meters are repaired or replaced at the discretion of Paducah Water. See "Proper Meter Care" below.
- E. **Annual Hydrant Meter Inspection** – Paducah Water requires that **ALL** hydrant meters be returned annually in the month of **January** for inspection and reading.
- F. **Proper Meter Care** – Meters must be removed from hydrants during freezing temperatures to keep them from rupturing. *ALSO*, avoid placing a hydrant meter in a truck bed or on a trailer without securing it. Busted or damaged meters will result in deposit forfeiture.

For Meters Purchased by Customers

A customer/contractor may elect to purchase a 2" hydrant meter from Paducah Water. The meter will be identical to the ones provided under the deposit and return option. Upon purchasing a meter, all maintenance, repairs, replacement, etc. become the responsibility of the customer. The following are the rules, regulations and charges for temporary water service from a fire hydrant (hydrant meter) *for meters purchased by customers*:

A. Meter Fees and Costs

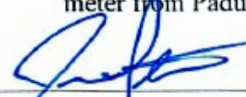
Meter Size	Connection Fee	Purchase Price	Total
2"	\$100.00	\$1,500.00	\$1,600.00

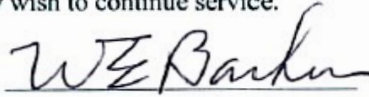
- B. Monthly Minimum Charge – If a customer fails to pay the monthly minimum, the customer is prohibited from using the meter on a Paducah Water fire hydrant.

Meter Size	Minimum Bill Each Month	Gallons Allowed Each Month on Minimum Bill
2"	\$50.00	10,000

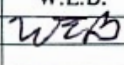
Usage over the monthly minimum gallons is billed at a rate of \$5.00 per 1,000 gallons.

- C. Billing – Customers will be billed a minimum amount monthly. During the annual inspection, the meter will be read and usage determined. If the total usage exceeds the gallons allowed each month times the number of months, then excess usage will be billed at \$5.00 per 1,000 gallons.
- D. Refunds for Meters Purchased – No refunds will be issues. PW will not buy meters back.
- E. Annual Hydrant Meter Inspection – ALL hydrant meters must be returned to Paducah Water annually during the month of January so the meter can be read and billed for additional use beyond the minimum if appropriate. The meter will also be flow tested to make sure it is accurately metering water usage. If the meter is reading plus or minus 5%, it will be deemed accurate and returned to the customer for use. If the meter is deemed inaccurate, Paducah Water will work with the customer and/or meter supplier to repair the meter.
- F. Proper Meter Care – Meters must be removed from fire hydrants during freezing weather to prevent damage to the fire hydrant and the meter. Damage to a fire hydrant due to customer negligence will be repaired and billed to the customer. Failure to pay for repairs will result in being prohibited from using PW fire hydrants as a source of water. Any damage to the meter will be the responsibility of the customer. If the meter is damaged beyond repair, the customer will have to purchase another hydrant meter from Paducah Water if they wish to continue service.


General Manager


Board Chair

Effective: 7/27/2022

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager
2/24/21	1	Added option to purchase hydrant meter	W.E.B.	J.P.
7/11/22	2	Changed Annual Inspection from June to January		



Paducah Water Temporary Service Application

Date of Application: _____ Requested
Installation Date: _____

Company or
Customer Name: _____

Company Tax ID or
Customer SSN: _____

Billing Address: _____

City/State/Zip: _____

Meter Installation
Location: _____ City & Zip: _____

Primary Contact
Person: _____

Area Code & Phone: _____ Email: _____

Alternate Contact
Person: _____

Area Code & Phone: _____ Email: _____

Requested Size and Quantity of Temporary Service Meter(s):

_____ 5/8" Meter - adapts to garden hose
Cost: \$300 (\$250 refundable deposit, \$50 connection fee)

_____ 2" Meter - adapts to 2" fire hose
Cost: \$1,600 (\$1,500 refundable deposit, \$100 connection fee)

- PW will deliver and install at the Meter Installation Location listed above.
- Please allow one business day for installation.

For more information call 270-442-2746 or visit www.pwwky.com





Paducah Water

Temporary Service User Guide

Billing

All customers with Temporary Service Meters (hydrant meters) will be billed the minimum amount monthly. When the hydrant meter is returned, the meter will be read and usage determined. If the total usage exceeds the gallons allowed each month times the number of months, then excess usage will be billed at \$5.00 per 1,000 gallons.

Meter Size	Minimum Bill Each Month	Gallons Allowed Each Month on Minimum Bill
5/8"	\$50.00	10,000
2"	\$150.00	30,000

Refunding of Deposit

A deposit refund will be issued when PW receives payment of the final bill *AND* if the meter is in good, working condition when returned. Damaged meters are repaired or replaced at the discretion of Paducah Water. See "Proper Meter Care" below.

Annual Inspection

All temporary service meters must be returned to Paducah Water on the anniversary of the application date for inspection and reading.

Proper Meter Care

Damaged meters will result in deposit forfeiture. To ensure proper care, please remove temporary meters from hydrants during freezing temperatures to keep them from rupturing. *ALSO*, avoid placing a temporary meter in a truck bed or on a trailer without securing it. Notify Paducah Water immediately if a meter becomes damaged.

Meter Return

Upon completion of the project, please contact PW to remove the meter from the hydrant. After inspection, PW will issue a final bill.

For more information call 270-442-2746 or visit www.pwwky.com



POLICY

Water Service to Condemned Properties

Paducah Water (PW) will not establish or re-establish water service to properties that have been condemned by the City of Paducah.

If a PW employee receives a work order to establish or re-establish water service and finds a condemnation notice on the property, the employee is to return the work order to PW's Customer Service Department without activating the service. The Customer Service Department will attempt to contact the property owner to make him/her aware that the service cannot be activated without the City's approval.

General Manager

Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Advanced Metering Infrastructure (AMI)

Paducah Water will convert from reading meters manually to using AMI technology. AMI meters operate by way of cellular endpoints and cloud data management and storage. This policy addresses data use and data use limitations. It also provides an alternative to AMI in the event a customer prefers a manually-read meter.

Paducah Water – Badger Meter Incorporated Agreement

Paducah Water selected Badger Meter Inc. to provide meters, cellular endpoints and data management services. Copies of the *Badger Meter Beacon® AMA Managed Solution General Agreement*, *Badger Meter Beacon® AMA Terms of Use* and *Badger Meter Beacon® AMA and EYEONWATER® Website Privacy Policy* are included with this policy. These documents included data use and privacy policies relate to customer and Paducah Water data.

Use of Customer Data by Paducah Water

Paducah Water will only use data from the AMI system for billing and normal utility operations. PW will not release, sell or give AMI data to any third party unless ordered to do so by court action.

Customer Request for a Manually-Read Meter

Paducah Water's goal is to install AMI for all customers in its service area. AMI not only lowers operating costs associated with reading meters; it is also a tool that allows customers to be directly involved with their water use.

A customer who wants to opt out of AMI must submit a written request to PW's General Manager. Upon receiving the request, the General Manager will contact the customer to discuss alternatives. If after discussing alternatives the customer still prefers a manual meter, one will be installed. The cost to install the meter will be \$200. The customer will also be charged \$35 each month to have the meter read and have the readings processed.



William C. Keltz
General Manager

W. E. Barker
Board Chair

Effective: 2/26/2020

Revision History			Approval	
Date	Revision No.	Change	Board Chair	General Manager

Badger Meter: BEACON Advanced Metering Analytics

BADGER METER BEACON AMA MANAGED SOLUTION GENERAL AGREEMENT

("General Agreement")

Last modified: April 17, 2014

1. **NOTICE TO CUSTOMER: THE PORTAL WHICH YOU ("Customer") ARE ATTEMPTING TO ACCESS IS THE PROPERTY OF BADGER METER, INC. ("Badger Meter"). PRIOR TO ACCESSING THE PORTAL, YOU MUST REVIEW AND AGREE TO COMPLY WITH THE TERMS OF THIS GENERAL AGREEMENT. BY CLICKING "I ACCEPT," YOU ARE YOU ARE REPRESENTING TO BADGER METER THAT YOU HAVE BEEN AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER, THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THIS GENERAL AGREEMENT. BY CLICKING "I ACCEPT," YOU ARE ENTERING INTO A LEGALLY BINDING CONTRACT WITH BADGER METER ("ACCEPTANCE") ON BEHALF OF THE CUSTOMER. WE RECOMMEND THAT YOU PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS. This General Agreement is entered into by and between Badger Meter, Inc., a Wisconsin corporation with offices located at 4545 W. Brown Deer Road, Milwaukee, Wisconsin 53223 and Customer.**
2. **EFFECTIVE DATE.** This General Agreement is effective upon Customer's Acceptance of the terms of this General Agreement (the "Effective Date").
3. **ACCESS AND USE OF SERVICE.** Badger Meter has developed a hosted, on-demand, software service for the BEACON AMA Managed Solution ("Service") via a website ("Portal") which is accessible to its Customers and their end users ("Consumers") to view metering and water usage service information. Upon Badger Meter's Acceptance of the terms of this Starter Agreement, Badger Meter grants to Customer the right to remotely access and use the Service from the Portal for Customer's internal business use and for the benefit of Consumers during the Term. Except for the rights to access and use the Portal and the Service granted to Customer and its Consumers during the Term as defined below, Badger Meter retains all other intellectual property rights related to the Portal and the Service.
4. **TERM.**
 1. **For Starter Program Customers**
 1. **Starter Term.** The term of this Agreement begins on the Effective Date and continues for a period of four (4) months ("Starter Term") unless earlier terminated in accordance with Section (12) of the Agreement.
 2. **Master Agreement.** If Customer executes the Badger Meter BEACON AMA Managed Solution Master Agreement ("Master Agreement") on or before the expiration of the Starter Term, Customer may continue to utilize the Portal and the Service, pursuant to the Terms of the Master Agreement.
 3. If Customer chooses not to execute the Master Agreement on or before the expiration date of the Starter Term, Customer will be invoiced a subscription fee for the Service. If Customer chooses to not pay the subscription fee, Customer and its Consumers will no longer have the right to access or use the Portal or the Service and their access to the Customer Data will be terminated.
 2. **For Legacy/Non-Utility Deployment Customers**
 1. **Term.** The term of this Agreement ("Term") begins on the Effective Date and continues unless earlier terminated in accordance with Section (12) of the Agreement.
 2. **Master Agreement.** If Customer executes the Badger Meter BEACON AMA Managed Solution Master Agreement ("Master Agreement") during the Legacy/Non-Utility Deployment Term, Customer may continue to utilize the Portal and the Service, pursuant to the Terms of the Master Agreement.

3. If Customer chooses to not pay subscription fee, Customer and its Consumers will no longer have the right to access or use the Portal or the Service and their access to the Customer Data will be terminated.
5. **RESTRICTIONS ON RIGHT TO USE THE SERVICE.** Customer agrees that neither Customer, its employees and contractors ("Authorized Users") nor those water end users whom Customer has approved as an end-user of the Portal and Service by Customer ("Consumers") will perform any of the following actions when accessing the Portal or utilizing the Service:
 1. Sell, license, sublicense, or otherwise permit access by unauthorized third parties to the Portal or the Service.
 2. Remove patent, copyright, trademark or other intellectual property markings on the Portal or Service.
 3. Copy, disassemble, reverse engineer, or otherwise modify the Portal or Service.
 4. Use the Portal or Service in a manner that violates any international, federal, state or local law, rule or regulation.
6. **CUSTOMER DATA.** Any information provided to Badger Meter by Customer or its Consumers in accessing or using the Portal or the Service, including but not limited to any personally identifiable information ("Customer Content") shall remain the property of Customer. Customer grants Badger Meter the right to host, access, store and use such Customer Content and to provide, maintain and enhance the Portal and the Service. Customer shall remain responsible for complying with all applicable data privacy and security laws related to the Customer Content and represents to Badger Meter that it has obtained consent from the Authorized Consumers to transmit the Customer Content to Badger Meter and to allow Badger Meter to host, access store and use and allow access to the Customer Content.
7. **CUSTOMER'S REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants to Badger Meter that Customer:
 1. Has the right and authority to enter into this Agreement and to meet its legal obligations under this Agreement.
 2. Will comply with all applicable international, federal, state and local laws rules and regulations ("Law") related to the performance of its obligations under this Agreement and the use of the Services and will ensure that neither Customer, its employees or agents or the Consumers will access the Portal or the Service in any manner that violates any applicable Law.
 3. Will not resell, license, sublicense, assign, transfer or distribute to third parties, access to the Portal or Service.
 4. Will not alter, reverse engineer, disassemble, or otherwise modify the Portal, or the Service, or make any derivative work based in whole or in part on the Portal or the Service.
 5. Will require that the Consumers comply with Badger Meter's End User Terms and Conditions for use of the Portal and Service as it may be updated from time to time.
8. **AS-IS-SERVICE.** BADGER METER PROVIDES THE PORTAL AND THE SERVICE TO CUSTOMER AND CONSUMERS ON AS-IS-BASIS. BADGER METER EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PORTAL AND THE SERVICE, INCLUDING, BUT NOT LIMITED TO, (1) WARRANTIES CONCERNING THE RELIABILITY, QUALITY, SECURITY, CONDITION, DESIGN, SUITABILITY, INTER-OPERABILITY, AVAILABILITY OR COMPLETENESS OF THE PORTAL OR SERVICE; (2) THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE; OR (3) IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR FROM INDUSTRY PRACTICE.
9. **LIMITATION OF LIABILITY. CAP ON DAMAGES**
 1. LIMITATIONS OF LIABILITY: IN NO EVENT SHALL BADGER METER BE LIABLE TO CUSTOMER, ITS EMPLOYEES, AGENTS OR CONSUMERS OR ANY THIRD PARTY FOR ANY CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, JUDGMENTS, SETTLEMENTS, COSTS OR EXPENSES, (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND LITIGATION EXPENSES) RELATED TO THE PORTAL, THE SERVICE, THE CUSTOMER DATA OR THE SUBJECT MATTER OF THIS AGREEMENT ("CLAIM"). IN NO EVENT SHALL BADGER METER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (A) ANY CLAIM FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; (B) ANY CLAIM RESULTING FROM LOSS OF DATA, BREACH OF CONFIDENTIALITY, LOST REVENUE OR LOST PROFITS; OR (C) ANY OTHER CLAIM ARISING IN CONTRACT, TORT, OR OTHERWISE. ANY CLAIM AGAINST BADGER METER MUST BE BROUGHT NO MORE THAN THREE (3) MONTHS FROM THE DATE THE CLAIM AROSE.
 2. CAP ON DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BADGER METER'S TOTAL LIABILITY TO CUSTOMER, CONSUMERS OR ANY THIRD PARTY AGAINST BADGER METER ARISING FROM OR RELATED TO THE PORTAL, THE SERVICE, THE CUSTOMER DATA OR THE SUBJECT MATTER OF THIS GENERAL AGREEMENT MAY NOT EXCEED THE SUM OF \$100.00.
10. **CONFIDENTIALITY.**

1. **Protection of Confidential Information.** The parties agree that any nonpublic information shared between the parties in connection with their performance under this Agreement shall be deemed to be confidential and proprietary, including but not limited to the Customer Content ("Confidential Information"). Each party agrees to hold the other party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information to third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this Agreement, without the other party's prior written consent.
2. **Return/Destruction.** Within ten (10) days after receiving a request from the Disclosing Party, the Receiving Party agrees to either return to the Disclosing Party tangible and intangible originals and copies of any Confidential Information, as well as any materials developed using the Confidential Information, or destroy the Confidential Information.
- Traffic Information.** All de-identified data generated or collected by Badger Meter through operation of the Portal and the Service is referred to as the "Traffic Data." All Traffic Data shall be the Confidential Information of and owned exclusively by Badger Meter.
3. **Third Party Requests for Confidential Information.** Neither party may disclose the other party's Confidential Information except as permitted under this Agreement or as otherwise required by law. If a party receives a request for access to the other party's Confidential Information, that party agrees to inform the disclosing party in writing within three (3) business days of receipt of the request unless prohibited by law.
4. **Exclusions from Confidential Information.** Confidential Information of a party shall not include information which: (i) is in or becomes part of the public domain through no fault of the receiving party; (ii) the receiving party can prove was known to it prior to its receipt from the disclosing party; (iii) is independently developed by the receiving party outside of this Agreement without the use of the disclosing party's information; or (iv) is obtained by the receiving party from a third party which had no obligation of confidentiality to the disclosing party.
5. **Equitable Relief.** The parties agree that in the event of a breach of this Section 10, money damages may be inadequate. Either party may seek injunctive, declaratory or other equitable relief to prevent a breach of this Section 10.
11. **Customer's Indemnification Obligations.** Customer agrees to defend, indemnify, and hold harmless Badger Meter as well as its suppliers, affiliates, officers, employees, agents, representatives and customers (the "Badger Meter Parties"), against any Claim related to the access to or use of the Portal or the Service, the Customer Data or the subject matter of this Agreement. Upon receipt of a Claim, Badger Meter will provide prompt written notice to Customer of the Claim for which the Badger Meter Parties seek indemnification. The notice will include a description of the Claim with reasonable detail of the facts giving rise to the Claim. Upon receipt of notice of a Claim, Customer shall be obligated, to assume and control the defense of such Claim at its own expense. Badger Meter may retain its own counsel to cooperate in defending the Claim, at its own expense. The Badger Meter Parties agree to cooperate with Customer in defending the Claim and in making available to Customer all witnesses, records, materials and information in Badger Meter's possession or control to assist in the defense of the Claim as is reasonably requested by Customer. Customer may not settle or compromise any Claim or consent to the entry of any judgment against the Badger Meter Parties unless Badger Meter provides prior written consent and the Badger Meter Parties are given an unconditional written release from all parties with respect to the Claim. In the event Customer fails to defend, indemnify, and hold the Badger Meter Parties harmless, after notice of a request for indemnification, Badger Meter shall be entitled to assume the defense and seek reimbursement from Customer for all Claims.
12. **TERMINATION.**
 1. Badger Meter will have the right to terminate this Agreement prior to the expiration of the Term upon (i) a material breach after providing ten (10) days written notice to Customer and an opportunity to cure; (ii) a violation of Customer's representations and warranties; or (iii) upon an assignment for the benefit of creditors, the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under any statute of any province, state or country relating to insolvency or for the protection of creditor rights or if Customer becomes insolvent or technically bankrupt.
 2. Badger Meter will have the right to terminate this Agreement under the Legacy/Non-Utility Program Term upon non-payment of subscription fee by Customer for the Service.
 3. Badger Meter will have the right to terminate this Agreement after the expiration of the Starter Term upon non-payment of subscription fee by Customer for the Service.
 4. Upon termination of this Agreement, (i) Badger Meter may cease providing access to the Portal and the Service to Customer and its Authorized Users; (ii) Customer and its End Users will have no further right to use the Portal or the Service; (iii) will immediately cease using the Portal and the Service, and will receive no further Services; (iv) the

parties will deliver to each other any Confidential Information of the other party in its possession or control and (v) Badger Meter may cease gathering data from Customer's endpoints at 120 days after termination.

5. If Customer desires to reinstate Service after termination, a reinstatement fee will apply.

13. DATA SECURITY AND RECOVERY.

1. **Data Transmission Risks.** Customer acknowledges that security of transmissions over the Internet or the cellular network cannot be guaranteed. Badger Meter is not responsible for (i) Customer or its Consumer's access to the Internet; (ii) interception or interruptions of communications through the Internet or over the cellular network; or (iii) changes or losses of data through the Internet. In order to protect Customer Content, Badger Meter may suspend Customer, Authorized Users or Consumers use of the Portal or Service immediately, without prior notice, pending an investigation of any potential security breach.

2. **Password Protection.** Customer agrees to maintain the privacy of usernames and passwords associated with the Portal and Service. Customer shall remain responsible for all activities that occur under Customer's password or Internet account. Customer will immediately notify Badger Meter of any unauthorized use of Customer's password or Internet account or any other breach of security, and ensure that Customer exits from Customer's Internet account at the end of each session. Badger Meter shall not be liable for any damages incurred by Customer, its Consumers or any third party arising from Customer or its Consumer's failure to comply with these security obligations.

3. **Third Party Access.** To the extent that Customer requests that Badger Meter provide any Customer Content to Consumers or third parties, Customer represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any Law.

14. GENERAL.

1. **Binding Agreement.** This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns.

2. **Affiliates.** This Agreement covers only the employees and agents of Customer. If Customer wishes to have any entity which directly or indirectly controls, is controlled by or is in common control with Customer ("Affiliate") access the Portal and use the Service, Customer's Affiliate must execute a separate agreement with Badger Meter.

3. **Assignment.** Either party may assign its rights and obligations under this Agreement with the express written consent of the other party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Badger Meter may assign its rights and obligations under this Agreement without the consent of the Customer (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third party; (ii) if it sells all or substantially all of its assets; or (iii) in the event of a similar change of control.

4. **No Waiver; Severability.** All rights and remedies of the parties are separate and cumulative. The waiver or failure of either party to exercise any right or remedy provided under this Agreement will not be deemed a waiver of any further right or remedy.

5. **Savings Clause.** The invalidity of any provision of this Agreement shall not affect the validity and binding effect of the remaining provisions.

6. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement shall confer any rights, remedies, obligations or liabilities whatsoever to third parties.

7. **Governing Law.** The terms of this Agreement are governed by the laws of the State of Wisconsin, without reference to its conflict of laws principles, the parties consent to the exercise of personal jurisdiction over them by the state and federal courts sitting in Milwaukee, Wisconsin, and waive any objection that they would otherwise have to venue in such courts.

8. **Survivability.** Any provision of this Agreement which by its nature should survive termination or expiration of this Agreement shall survive its expiration or termination.

9. **Force Majeure.** Neither party shall be liable for any delay due to causes beyond its reasonable control, such as acts of God, natural disasters, strike, work stoppage or other labor dispute, riots, acts of war or terrorism, or any action or restraint by court order or public or governmental authority.

10. **Amendment.** This Agreement may only be amended by a written document signed by both parties.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to its subject matter and supersedes all prior or contemporaneous agreements, discussions, negotiations, representations or proposals, whether written or oral.

12. **Privacy Policy:** Badger Meter's Privacy Policy, which is found [here](#), is incorporated into the Terms.

13. **Questions.** Please direct any questions to techsupport@badgermeter.com.



Badger Meter BEACON[®] AMA Terms of Use

Last modified: March 28, 2014

Note: These Terms of Use apply only where not superseded by a governing Badger Meter BEACON AMA Master Software as a Service Agreement.

Acceptance of the Terms of Use

Welcome to the BEACON AMA website of Badger Meter, Inc. ("Company", "we" or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference, these "Terms of Use", govern your access to and use of <https://beaconama.net/>, including any content, functionality and services offered on or through <https://beaconama.net/>, (the "Website").

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://beaconama.net/privacy>, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.

- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy ([https://beaconama.net/privacy](https://beaконаma.net/privacy)) and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

- You may store files that are automatically cached by your Web browser for display enhancement purposes.

- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.

- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

If we provide social media features with certain content, you make take such actions as are enabled by such features.

You must not:

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Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.

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You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Company name, the terms, including, but not limited to, BADGER METER, BEACON, MAKING WATER VISIBLE, ORION, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.

To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.

Use any device, software or routine that interferes with the proper working of the Website.

Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.

Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.

All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.

Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy <https://beaconama.net/privacy>.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy <https://beaconstama.net/privacy>. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Social Media Features

You may not link to our website at this time.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the state of Wisconsin in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin, in each case located in the City of Milwaukee and County of Milwaukee, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN THREE (3) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Badger Meter, Inc. with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This website is operated by Badger Meter, Inc. at 4545 West Brown Deer Road, Milwaukee, WI 53223.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: techsupport@badgermeter.com.

Thank you for visiting the Website.

Badger Meter BEACON® AMA and EYEONWATER® Website Privacy Policy

Revision date: June 3, 2019

Note: This Privacy Policy applies only where not superseded by a governing Badger Meter BEACON AMA Master Software as a Service Agreement.

These websites are owned and operated by Badger Meter, Inc. This Privacy Policy describes our policies and practices for collecting and using information we may obtain from you when you visit, use, exchange electronic messages with, or download mobile applications from <https://beaconama.net/> or <https://eyeonwater.com/> (our "Websites").

This Policy does not apply to information we collect through any other means or to information collected by any third party (including our affiliates and subsidiaries), such as information that may be collected by any application or content (including advertising) that may link to or be accessible from our Websites.

You must agree to the terms of this Privacy Policy to use our Websites. Your continued use of these Websites after we make changes to this Privacy Policy will be an acceptance of those changes. If you do not agree to our Privacy Policy or any changes to it, you should not use our Websites and do not have permission to do so.

Information We Collect and How We Collect It

We may collect the following types of information ("collectively "Information") from users of our Websites:

Information that is identifiable to you as an individual, such as name, postal address, e-mail address, IP address and telephone number ("Personal Data");

Information about your water meter, including its location, and your water usage;

Information about your electronic communications equipment and software, such as you internet connection, computer operating system, and browser; and

Information about how you interact with our Websites, such as which pages you visit, which links you follow, and what terms you search.

We collect this Information in two ways:

Directly from you when you provide it to us by subscribing, downloading our application, or registering, filling in forms, contacting us, posting, chatting, or requesting products services; and

Automatically, through the use of cookies as you search or navigate through the Websites.

A cookie is a small file placed on the hard drive of your computer or other device. We are able to read the information stored in these cookies for information purposes when you revisit our Websites. We use the cookie information to know whether the Websites are operating optimally and to enable us to provide an enjoyable and innovative online experience.

The type of information we collect through cookies is specific to your computer or other device and includes the IP address, date and time the device accessed our Websites, what parts of our Websites were visited, and whether the web pages requested were delivered successfully. This information is anonymous; it represents a computer rather than a person.

You can block cookies by changing settings on your computer or other device and you can erase cookies already placed on your computer (see your browser Help file). If you do erase or block cookies, you may not be able to use some features of the Websites that depend on them.

How We Use Your Information

We may use the Information we collect from you or that you provide to us:

To present our Websites and their contents to you and allow you to participate in interactive features.

To enhance the performance of our Websites and to improve our products and services.

To provide you with information, products, or services that you request.

To provide you with notices about your subscription.

To carry out our obligations and enforce our rights arising from any contracts between you and us, including for billing and collection.

To notify you about changes to our Websites or any products or services we offer or provide through them.

In any other way we may describe when you provide the Information.

For any other purpose with your consent.

Disclosure of Your Information

We may disclose Information that we collect or you provide as described in this Privacy Policy:

To our subsidiaries and affiliates.

To contractors, service providers and other third parties we use to support our business.

To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of Badger Meter's assets or stock, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which information held by Badger Meter about our Websites users is among the assets transferred.

To fulfill the purpose for which you provide it.

For any other purpose disclosed by us when you provide the Information.

With your consent.

We may also disclose your Information:

To comply with any court order, law, or legal process, including responding to any government or regulatory request.

To enforce or apply our Terms of Use, found at <https://beaonama.net/termsfuse>, and other agreements between us, including for billing and collection purposes.

If we believe disclosure is necessary or appropriate to protect the rights, property, privacy or safety of Badger Meter, our customers, or others.

Aggregated with information about other users so that it does not identify any individual.

We will not disclose, sell or release Information that we collect or you provide as described in this Privacy Policy:

To be used in marketing, solicitation of outside services, or otherwise by third parties

Data Security

We have implemented reasonable measures designed to secure your Information against accidental loss, unauthorized access, use, alteration, and disclosure. These measures include using Secure Socket Layer (SSL) technology to encrypted transaction data, and password controlled access to parts of our Websites. You are responsible for keeping your password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. No one can guarantee the security of your Information transmitted to our Websites, including us. Any transmission of information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Websites.

Governing Law

All disputes or claims relating to the Websites and this Privacy Policy shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provisions.

By using our Websites, you agree that any dispute arising out of, or related to, this Privacy Policy or your use of the Websites shall be brought exclusively in the federal or state courts located in Milwaukee, Wisconsin. You waive any objections to the exercise of jurisdiction over you by such courts and agree to venue in such courts to the fullest extent permitted by law.

Changes to Our Privacy Policy

If we make changes to how we treat our users' Information which we consider to be material, we will notify you by posting a notice on <https://beaonama.net/>, by posting the newest Privacy Policy at <https://beaonama.net/> or <https://eyeonwater.com/>, and by indicating the most recent revision date at the top of the page.

Notice to California Residents:

If you are a California resident, you are permitted by California law to request information regarding the disclosure of your Personal Data by Badger Meter to third parties for the third parties' direct marketing purposes. This Privacy Policy applies only to activities within the State of California. You may request such information by sending an email to us at: techsupport@badgermeter.com.

Notice to Citizens and Residents of Canada.

The Information provided or collected by use of this Websites will be stored on servers located in the United States of America. If you wish to review or change the details we have about you, please contact us as set out below.

EU-U.S. and Swiss-U.S. Privacy Shield Framework

Badger Meter, Inc. complies with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States. Badger Meter, Inc. has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>.

Please direct any inquiries or complaints regarding our compliance with the Principles to privacyshield@badgermeter.com. If we do not resolve your complaint, you may submit your complaint free of charge for resolution to JAMS, our designated Privacy Shield dispute resolution provider. Under certain conditions specified by the Principles, you may also be able to invoke binding arbitration to resolve your complaint. We are subject to the investigatory and enforcement powers of the FTC. If we share EU Data with a third-party service provider that processes the data solely on our behalf, then we may be held liable if that third party processes EU Data in violation of the Principles, unless we prove that we are not responsible for the event giving rise to the damage.

You can review our Privacy Shield registration [here](#).

Access Rights

If you are a resident of a country that provides you with the right to request a copy of the personal data Badger Meter holds about you and/or to correct any inaccuracies within such data, and Badger Meter is required by applicable laws to respond to such requests, then you may address such requests to techsupport@badgermeter.com. Badger Meter will use reasonable efforts to supply, correct or delete information that we hold about you or to advise you if we are not required by applicable laws to comply with such requests.

Contact Information

For questions about our privacy practices, or if you have any security concerns or wish to report vulnerabilities, contact us at: techsupport@badgermeter.com.



POLICY

Advertising on Water Storage Tanks

Elevated and ground water storage tanks are an essential part of the Paducah Water Distribution system. Water storage tanks require inspection and periodic painting in order to extend their usefulness as long as possible. The addition of advertising, public interest announcements or artistic paintings on water storage tanks will increase the cost and complexity of painting and maintenance.

This Policy prohibits advertising, public interest announcements or artistic paintings from all Paducah Water storage tanks. The only logos, lettering, or artwork allowed on water storage tanks are the Paducah Water Logo and a regional or locational identification such as Lone Oak, Reidland, I-24 Industrial Park, etc.

The only exception to this policy will be the I-24 elevated water tank in the Reidland area. Artwork for a “message of unity” was proposed for this facility prior to this policy by the McCracken Fiscal Court. If the current proposed “message of unity” does not come to fruition, the I-24 elevated tank will also be covered by this policy.


General Manager


Board Chair

Effective: Sept 29, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager

POLICY

Change Orders

Change orders for construction and service projects should be kept to a minimum, but when necessary, should generally be handled as described below.

Change Order Execution

All change orders must be reviewed and signed by the General Manager.

Change Orders That Do Not Result in the Project Exceeding the Board-Approved Budget

A change order that does not cause a budget overage will be managed by the Department Head overseeing the project. The change order will be reviewed with the General Manager and reported to the Board at the next scheduled board meeting.

Change Orders on Utility Relocation Projects Involving Reimbursement from the City, County or State

Change orders in this classification will be negotiated with the contractor or supplier, and then approved by the funding entity. Once approved by the contractor and funding entity, the General Manager will review and execute the change order. The change order will be reported to the board at the next scheduled board meeting.

Change Orders That Substantially Change the Project or Result in the Cost of the Project Exceeding the Budgeted, Board-Approved Amount

The Department Head overseeing the project will meet with the General Manager and Controller to determine if money can be reallocated from another project that is under budget to fund the change order. If the change order can be funded in this manner, the General Manager will execute the change order and report the change to the board at the next scheduled board meeting.

If funding in this manner is not a viable option, the Department Head will meet with the General Manager and Controller to look for a source of funding within the current fiscal year budget. If a project must be delayed or eliminated, or if funds must come from reserves, the change order will be presented to the board for review and approval prior to execution by the General Manager.



Change Orders on Projects Funded By a State or Federal Agency

The process for review and execution will be in strict conformance with the requirements of the funding agency or agencies.


General Manager


Board Chair

Effective: JANUARY 29, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Conflict with PW Water Infrastructure

This policy pertains to the situation when construction by a third party encounters or creates a conflict with existing PW water infrastructure.

When construction by a third party (i.e. property owner, developer, utility, etc.) encounters a conflict with PW's existing water infrastructure, the party responsible for the construction project shall also be responsible for:

1. All costs associated with the relocation of the PW infrastructure in conflict as approved by PW's Engineering Manager; or
2. Redesign and/or revision of the construction project such that the conflict is avoided to the satisfaction of PW.

PW reserves the right to consider the resolution of the conflict and the allocation of costs thereof on a case-by-case basis in a matter that is in the best interest of PW.

In the event that a third-party's construction creates a situation that PW determines to be unacceptable, PW will contact the responsible party and request that the situation is remedied in a timely manner. If the responsible party fails to remedy the situation in a timely manner, PW reserves the right to correct the situation and seek reimbursement from the responsible party. (A specific example is when the final grade in a development changes after the water infrastructure has been installed and a fire hydrant must be raised.)

At no point shall existing earth be removed from an existing watermain that results in less than 24 inches of cover. PW reserves the right to increase this minimum depth and/or require additional measures based upon an assessment of site-specific conditions.

General Manager

Board Chair

Effective: 2/26/2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Easement Acquisition and Dedication

This policy pertains to the acquisition and dedication of easements associated with the construction of water mains and/or other capital construction projects.

Easement Dedication

All new water mains and appurtenances owned and maintained by PW shall be located within:

1. A dedicated public utility easement or;
2. An easement granted solely to Paducah Water, or;
3. Public right-of-way as approved by the owner thereof.

Compensation

There are three categories of projects that affect compensation:

1. Projects Constructed By PW Forces at the Request of Property Owners

It is the responsibility of the property owner(s) associated with the extension request to provide all easements without compensation.

2. Projects Constructed By and For Development

The developer shall provide all easements without compensation.

3. All Other Projects

Paducah Water will first request that the property owner grant an easement without compensation. If the property owner declines, PW may provide compensation.

PW's initial compensation amount offered to the property owner will be based on the easement area and will consider the potential for diminished market value of the property.

The General Manager may authorize compensation in excess of market property value on a case-by-case basis when deemed in the best interest of PW to do so.

PW will compensate property owners for damage to cash crops impacted as a result of PW's activities. Compensation will consider the impacted acreage, crop yield and either the current or contracted crop price.

Anyone receiving compensation must complete an IRS Form W-9 before compensation will be issued.

PW does not provide free taps or meters as compensation.



Negotiation

PW will negotiate in good faith with all property owners.

The General Manager and his/her designee has the authority to negotiate with property owners on behalf of Paducah Water.

The General Manager shall approve all negotiations and compensation amounts.

PW staff, and/or its third party consultant, will make not less than two (2) verbal and two (2) written attempts to notify a property owner of its intent to obtain an easement. If a property owner has not responded within a reasonable period thereafter, the General Manager may consider acquiring the easement through eminent domain.

Eminent Domain

PW reserves the right to obtain easements through eminent domain in accordance with KRS 416 and other applicable statutes.

PW will endeavor to reach a mutually-agreeable settlement with all property owners and will consider alternatives to the proposed design prior to acquiring an easement through eminent domain.

The General Manager, after consulting PW's Attorney, will make the determination if it is in the best interest of PW to utilize eminent domain to obtain an easement. If deemed necessary, the General Manager will make a recommendation for eminent domain to the Board for consideration.

General Manager

Board Chair

Effective: 2/26/2020

Revision History			Approval	
Date	Revision No.	Change	Board Chair	General Manager



POLICY

Extension of Water Service to Unserved Property

This policy pertains to providing PW water service to existing properties that are currently not served by PW.

There are three categories that characterize PW's policy for providing water service to unserved properties:

1. **Service to Individual Residence/Structure**

When a property owner requests water service to a structure that currently is not located adjacent to or across from an existing water main, PW will offer to set a new water meter at or directly across the road from the nearest feasible water main. It is the responsibility of the owner to construct all necessary private water service piping from the new meter to the structure and obtain all necessary permits and/or permissions from affected property owners, as may be applicable.

2. **Main Extension to Existing Residences**

Property owners may request a main extension along an existing city or county road to serve existing residences in accordance with PW policy "Water Main Extensions Constructed by PW Forces".

3. **Main Extension for Development**

When a *developer* desires to provide water service to one or more properties that do not have access to an existing water main, and the property is or may reasonably be intended to be utilized for residential, commercial or industrial *improvements*, the *developer* shall bear all costs associated with the water main extension and appurtenances.

Unless otherwise approved by the Engineering Manager, the water main shall be constructed along the *developer's* entire property limits to allow for the possibility of future extension by others.

The Engineering Manager may require a continuation of a *developer's* main extension to tie into an existing water main that is beyond the limits of the *developer's* property, provided that the existing main is located within 500 feet of the *developer's* property. When a continuation is required, PW will provide all materials and pay for the engineering design and easement costs associated with the additional project scope beyond the *developer's* property.

The Engineering Manager may require that the nominal size of all or a portion of a *developer's* main extension piping be increased on a case-by-case basis in order to improve the hydraulic capacity of PW's distribution system within and beyond the



developer's property. When an increase in main size is required, PW will compensate the *developer* for the difference in material cost associated with increasing the size of main and appurtenances. This provision does not alleviate the *developer* from his/her responsibility to design the water mains within the development to adequately serve the development.

The definitions of *developer* and *improvement(s)* used herein are consistent with that provided in Article II Section 21 of the McCracken County Subdivision Regulations.

All water main extensions shall be constructed in accordance with PW's Standard Specifications and Procedures.

General Manager

Board Chair

Effective: 2/26/2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Fire Mains

This policy pertains to the ownership and maintenance responsibility of fire mains.

When an existing building/structure is served by a dedicated fire main, PW's ownership and maintenance responsibility extends up to and includes the gate valve nearest to the supply water main unless otherwise noted. All fire main infrastructure from that gate valve to the point that it terminates inside the building shall be owned and maintained by the owner of the building/structure.

If PW responds to a break on a privately-owned fire main, PW will attempt to isolate the fire main by closing the gate valve at PW's water main. If the shut-down is successful, PW will then notify the owner that their fire main must be repaired. If, however, PW is unable to adequately obtain a shut-down and more than one adjacent property owner is affected by a multi-valve temporary shut-down of PW's system, PW reserves the right to repair the fire main and pursue reimbursement from the owner.

New fire mains will be constructed in accordance with PW's Standard Specifications and Procedures.

General Manager

Board Chair

Effective: 2/26/2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Water Main Extensions Constructed by PW Forces

This policy pertains to main extensions requested by residential property owners along existing city and county roadways not necessitated by development. The installation work will be performed by PW forces, and a portion of the cost of these extensions will be paid by those requesting the extension. These extensions may be approved if they meet one of more of the following criteria:

1. If there are health issues, i.e. bad wells, etc., or lack of another water source;
2. If there will be enough signed users on the extension to maintain water quality;
3. If the area is part of future grid or system improvement plans; and/or
4. If there will be an economic return to PW.

If PW agrees to perform the construction, PW will draft and execute an agreement with the property owners that outlines the proposed scope of work, allocation of costs, and other pertinent project details.

PW will only consider and schedule a limited number of extensions each year and will make no promises as to the completion date of any of the extensions. The extensions must also meet the following criteria:

1. The extension shall utilize a minimum of 6-inch diameter pipe with standard fire hydrants;
2. Manpower must be available to perform the installation;
3. Project scope, weather conditions, terrain, etc. allow for installation by PW forces without significant subcontractor or other costs (i.e. bores, restoration, rental of special equipment, etc.) to PW;
4. All easements must be obtained and dedicated to PW by the property owners at no cost to PW.
5. Property owners will be responsible for a portion of the project costs associated as determined by the Engineering Manager.
6. PW must receive payment for 100% of the cost allocated to the property owners prior to initiating construction.
7. PW will reserve the right to stop work on any given extension if it is deemed necessary to address other system needs.



William C. Keltz
General Manager

W. E. Barkman
Board Chair

Effective: 2/26/2020

Revision History			Approval	
Date	Revision No.	Change	Board Chair	General Manager



POLICY

Accounting Policies and Procedures

This section was created by the Accounting Department at the request of the Finance and Audit Committee of the Commissioners of Waterworks, and follows a slightly different format than the other policies.

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I. Introduction

The purpose of Accounting Policies and Procedures is to describe guidelines currently in use at Paducah Water and to ensure that the financial statements conform to generally accepted accounting principles, assets are safeguarded, and finances are managed with accuracy, efficiency, and transparency.

Any Paducah Water employee with a role in the management of fiscal and accounting operations is expected to comply with these policies and procedures.

The policies will be reviewed annually and revised as needed by staff and approved by the Finance Committee of the Board of Commissioners.



II. Division of Responsibilities

The following is a list of personnel who have fiscal and accounting responsibilities:

Board of Commissioners

1. Reviews and approves the annual budget
2. Reviews annual and periodic financial statements and information
3. Reviews General Manager's performance annually and establishes the salary
4. The Chair, Vice Chair and at least one member of the Finance Committee will be appointed by the board to be authorized signers on the bank accounts. A board member must sign all checks \$25,000 or above unless specifically addressed in check signing policy.
5. Reviews and approves all bids for contracts over \$30,000
6. The Finance Committee reviews various expenditures of Paducah Water on a quarterly basis and advises staff on internal controls and accounting policies and procedures
7. Chooses and contracts with an Accounting firm to perform annual audit of financial statements, internal controls, policies and procedures.

General Manager

1. Reviews and approves all financial reports including cash flow projections
2. Sees that an appropriate budget is developed annually and manages departmental adherence to the budget
3. Reviews and signs issued checks and/or approves check signing procedures
4. Reviews and approves all contracts under \$30,000 (these contracts/purchases are generally approved by the Board through the Budget process and enacted by GM during the fiscal year)
5. Reviews and approves all grant and loan submissions
6. Opens all bank statements and reviews for any irregularities
7. Reviews and approves all employee Bankcard statements
8. Oversees the adherence to all internal controls

Controller

1. Reviews and manages cash flow
2. Works with General Accountant to complete monthly Financial Statements
3. Develops annual budget
4. Processes online bank transfers
5. Reviews and signs issued checks
6. Reconciles monthly bank statements (Because Paducah Water has a small Accounting Department the Controller can sign checks and reconcile Bank statement. Proper controls would suggest that these duties be separated but since the General Accountant creates the checks PW has decided the Controller is the proper employee to reconcile the statements).



7. Monitors and manages all expenses to ensure most effective use of assets
8. Oversees expense allocations
9. Reviews, revises, and maintains internal accounting controls and procedures
10. Approves all Business Office expenditures
11. Works with auditors to complete annual audit and prepares Management Discussion and Analysis section of audit.
12. Responsible for final approval of the general ledger.

General Accountant

1. Overall responsibility for data entry into accounting system and integrity of accounting system data
2. Processes invoices and prepares checks for signature
3. Processes payroll
4. Maintains general ledger
5. Assists in preparation of monthly and year-end financial reports
6. Mails vendor checks
7. Manages Accounts Receivable
8. Maintains cash receipts and cash position ledgers

Department Heads

1. Approve departmental expenditures (Department Heads can approve purchases that have already been previously approved through the Budget process or for daily operations/maintenance)
2. Monitor departmental budget to ensure adherence



III. Chart of Accounts and General Ledger

Paducah Water has designated a Chart of Accounts specific to its operational needs and the needs of its financial statements. The basic guide for the Chart of Accounts is the Kentucky Uniform System of Accounting for Class A & B Water Utilities. The Controller is responsible for overseeing and approving the Chart of Accounts while the General Accountant is responsible for maintaining and revising as necessary.

The general ledger is automated and maintained using our accounting software. All input and balancing is the responsibility of the General Accountant with final approval by the Controller.

The Controller should review the general ledger on a periodic basis for any unusual transactions.



IV. Cash Receipts

Cash receipts generally arise from customer payments of utility bills. Paducah Water collects not only for water service but also for sewer service (Joint Sewer Agency, Joanne Estates, Marshall Ridge and Great Oaks), refuse, dumpster and curbside recycle service (City of Paducah), sales tax (State of Kentucky), and school tax (Paducah City Schools, McCracken County Schools, Marshall County Schools and Graves County Schools).

Customers have several options to pay their bills:

1. Business Office (cash, check, credit card)
2. Mail
3. Paducah Power
4. Payment drop boxes (Business Office and three other locations spread throughout service area)
5. Direct Debit
6. Automated telephone payment system
7. Internet via Paducah Water web-site, a customer's personal bank online system or local kiosks

Business Office/Mail payments

Each business day one of the Personal Service employees picks up the mail at the Post Office and delivers to the Business Office. The mail is sorted by one of the CSR's (Customer Service Representative) and payment envelopes are opened and sorted. Checks and payment stubs are then processed through the check scanner and a deposit is created online to be sent to the Bank and the customer's account is credited for the payment. Customers who pay with credit cards swipe or insert their cards into the credit card machines and credit is posted to their account and a receipt is printed.

At an appropriate time in the afternoon each CSR balances their cash drawer. The system keeps up with the batch totals and payments collected by cash, check and credit card. All cash in excess of \$200 (this is the amount each cash drawer begins each business day containing) will balance to the cash total minus the change total, checks balance to checks total and credit cards processed to other total. The cash sheets and money and checks are given to the assigned CSR to balance to the cash sheets. This balancing is done under dual control and total cash amounts for the deposit are verified by a second CSR. The cash, along with checks and credit card receipts, is locked in a safe in the Records Room and deposit is sent to the Bank the following morning.

Cash Drawer Management

As stated above each CSR's drawer begins the day with \$200, and additional cash in the drawer should balance to receipts taken for the day. A surprise cash count is performed at least quarterly on each CSR's drawer by the CSS (Customer Service Supervisor) to ensure cash equals receipts. The count is logged and signed by both the CSS and the CSR. If a CSR's drawer is out of balance the CSS is to be notified. The CSS will recount the drawer and if the outage is not found it is logged by the Accountant and settled up with the Over/Under fund. This fund is kept by the Accountant and balanced to the ledger periodically.

A change drawer is kept in the safe. The total of this drawer will be \$1,300 (\$1,000 in bills and \$300 in change). The CSS, or CSR if CSS unavailable, will balance the change drawer when change is needed.



from the Bank. Money is sent to Bank for a change order. This is sent with the Deposit in a secure bag. The Personal Service person brings the secure bag back to the CSS and the money from the change order is verified.

Paducah Power

So that customers have access to drive-in window service Paducah Water has contracted with Paducah Power to receive payments. Paducah Water pays Paducah Power \$0.25 per payment.

Each business day one of the Personal Service employees picks up the previous day's payments. The bags that are utilized are locked bags and the Personal Service employee does not have a key. These payments are given to the designated CSR who opens the bag and creates a separate batch for each and enters the payments into the system. The dollar amount is then entered onto a cash sheet for later balancing.

Payment Drop Boxes

Payment drop boxes are distributed in three locations in the community to allow customers to pay without needing a stamp for mail each month and also without having to travel to the Business Office. There is also a drop box outside the Business Office for after hour payments (these payments are picked up by two CSR's each morning to ensure proper controls). Each day a Personal Service person (the area covered rotates periodically) picks up the payments left in the three drop boxes scattered throughout the community. These payments are delivered to the Business Office and the designated CSR (this rotates periodically) separates the payments into a batch for each box and enters the payments into the system and places dollar amount of cash sheet for later balancing.

Direct Debit

This payment method allows a customer's bank account to be charged on or after the due date each month. A customer can use the back of their billing invoice to sign up for Direct Debit. Each Direct Debit customer's Bank Account information is entered into the Utility Billing system by a CSR in a secure manner. The business day before each billing cycle's due date (or earlier if needed with customer account being charged on or after the due date) the Controller processes a file that credits the customer account for the payment and also creates a file that is uploaded to the Bank online software. This creates an ACH file that the Bank sends to the Federal Reserve and credit is received in PW's bank account the next day.

Automated Telephone Payment System

Customers that want to pay their bill using a credit card over the telephone are directed to PW's automated telephone payment system. A third-party payment company is used to handle these payments. A customer is directed to enter their PW account number and the amount they would like to pay. Each morning the payment company creates a file that credits PW's bank account for the payments and another file that is uploaded into PW's system to credit customers for the previous day's payment. The Controller downloads the file from the payment company and uploads it to the PW system. Also, each afternoon the Controller creates a file from the PW system and uploads it to the payment company's system with customer account balance information.

Internet payments (including local kiosks)



There are two ways that customers can pay PW using the internet. First they can pay through PW's own web-site www.pwwky.com or they can pay using their personal Bank's software.

- Paducah Water web-site – the web-site is provided by PW through our Utility Billing system and is available to customers through the web-site at www.pwwky.com. Customers can sign up for an account where not only can they pay their bill for the current month but can set up recurring payments, sign up for paperless billing and see their usage history among other things. These payments are batched into a file by the Utility Billing system daily and are processed after 3 p.m. CST.
- Personal Bank Software or local kiosks – Many banks have a bill payment option on their web-sites and many customers pay Paducah Water through this option. Paducah Power also owns several kiosks located throughout the area that customers can pay their bill through. PW contracts with a system called AR-Box (owned by BB&T Bank) that collects all these payments from different bank systems as well as miscellaneous other payment methods and credits PW's Bank account and creates a file that can be uploaded to the Utility Billing software to credit each customer's account. The controller downloads this file each day and uploads it to the PW system.

Bank Deposit

The designated CSR prints a Batch Summary Report with all of the previous day's cash receipts, and then takes total payments received and subtracts credit card payments, scanned checks, internet payments, AR-Box payments, automated telephone payment system payments, and EFT payments to arrive at cash deposit amount. This amount is compared to cash sheets to ensure the amounts balance. At this point the deposit slip is completed; PW retains a copy and gives the locked deposit bag to a Personal Service person to be delivered to the Bank the next day. The Deposit is stored in a safe in the Records Room overnight.

Payments to Agencies

The Batch Summary Report and the ACH Direct Debit Report is used by the General Accountant to post to the Cash Receipts Journal. The Cash Receipts Journal, Receipt listing by General Ledger account and Direct Debits provides all the information needed to post to the General Ledger and to calculate the amount to be transferred to the sewer agencies, City of Paducah (refuse/dumpster), State of Kentucky (sales tax) and school taxes. Total cash receipts report at end of month provides amount that should have been disbursed for the month and it is compared to the weekly transfers.



V. Online Banking

The Controller performs all aspects of online banking including (Customer Service Supervisor is the backup):

1. Direct Debit processing
2. Direct Deposit processing
3. Inter-account transfers
4. ACH payments

Direct Debit Processing

This payment method allows a customer's bank account to be charged on or after the due date each month. A customer can use the back of their billing invoice to sign up for Direct Debit. Each Direct Debit Customer's Bank Account information is entered into the Utility Billing system by a CSR in a secure manner. The business day before each billing cycle's due date (or earlier if needed with customer account being charged on or after the due date) the Controller processes a file that credits the customer account for the payment and also creates a file that is uploaded to the Bank online software. This creates an ACH file that the Bank sends to the Federal Reserve and credit is received in PW's bank account the next day.

Direct Deposit Processing

The General Accountant processes weekly payroll and creates a file. The Controller uploads the file to the Bank Online software which sends credits to Employee accounts and debits the Paducah Water General Fund. An email is sent by the Bank verifying the amount that was sent. The Controller verifies that this amount equals the amount of the original file signs the payroll register and returns to the General Accountant.

Inter-Account transfers

Paducah Water has four Bank Accounts that serve different functions:

1. General Fund
2. Capital Replacement and Expansion Fund (CRE)
3. Restricted Fund
4. Flex Account Fund

A weekly transfer from the General Fund to the CRE Fund is processed for the portion of customer's bills that are related to that fund. Since all customer payments are initially deposited into the General Fund this weekly transfer is necessary. The General Accountant calculates the amount of the weekly transfer and gives to the Controller. The Controller then makes the transfer and initials the document that transfer has been completed. This document is then returned to the General Accountant to be filed.

From time to time other transfers between accounts will be made. For example, each year when Employees enroll in the Flex Account program the money is transferred from the General Fund into the Flex Account to cover expenses. Employees reimburse the General Fund over the following twelve months.



All inter-fund transfers are completed by the Controller with the Customer Service Supervisor serving as the backup.

ACH Payments

The Controller makes ACH payments, with the Customer Service Supervisor being the backup, and all outgoing ACH payments must be authorized by a second employee from either the Customer Service Supervisor or the Administrative Assistant. ACH payments are used to transfer funds to the Joint Sewer Agency and Great Oaks for sewer collections. The General Accountant provides the amount to be transferred and the Controller completes. Also, periodically customer refunds are paid via ACH.

VI. Cash Disbursements & Expense Allocations

Checks are processed weekly. Invoices submitted to the General Accountant by Wednesday will generally be processed and paid by Friday of the same week. Checks can be prepared manually within one day, but this should be limited to emergency situations. All checks are manually signed.

Requests for cash disbursements are submitted to Accounting in three ways:

1. Original invoice
2. Purchase order
3. Employee expense report or reimbursement request

All invoices must have the account code written on them and approved by the Department Head prior to being submitted to accounting.

Every employee reimbursement or purchase request must be documented on the approved form with travel authorization, receipts and nature of business before approving for reimbursement as follows:

Lodging - an itemized receipt from the hotel detailing all charges, the person(s) for whom the lodging was provided, and the specific business purpose.

Meals - a receipt must be provided showing the cost of food, beverage, and gratuities, including the names of every person for whom food or beverage was provided, and the specific business purpose. The General Manager approves all travel expenses.

Other Expenditures - a receipt from the vendor detailing all goods or services purchased (including the class of service for transportation) and the specific business purpose.

The Department Head reviews all requests for payment and:

1. Verifies expenditure and amount
2. Approves for payment if in accordance with budget
3. Provides or verifies appropriate allocation information
4. Submits to the General Accountant for processing

The General Accountant processes all payments and:



1. Immediately enters them into the Accounts Payable module
2. Prints checks according to allocation and payment date provided by the Department Head
3. Submits checks, with attached supporting documentation, to General Manager for approval and signature unless unavailable. If General Manager is unavailable, checks and supporting documentation should be submitted to Controller. Either the General Manager or the Controller must provide one of the signatures on all checks. All checks require two signatures from among General Manager, Controller, Customer Service Supervisor, Plant Superintendent, Engineer, Chair and Vice Chair of Board or any member of the Board Finance Committee. Any checks over \$25,000, not addressed by previous Board action, require a Board member signature.
4. Mails checks and appropriate backup documentation
5. Files all backup documentation in the appropriate file



VII. Credit Card Policy and Charges

All staff members who are authorized to carry an organization credit card will be held personally responsible in the event that any charge is deemed personal or unauthorized. Unauthorized use of the credit card includes: personal expenditures of any kind; expenditures which have not been properly authorized; meals, gifts, or other expenditures which are prohibited by budgets, laws, and regulations.

A copy of all charges will be attached to the monthly credit card statement when submitted to the General Manager for approval and signing.

The General Manager's credit card usage will be approved by the Board Chair or Vice Chair.

VIII. Bank Account Reconciliations

1. All bank statements are given unopened to the General Manager. The General Manager reviews the statements for unusual balances and/or transactions.
2. The General Manager gives the statements to the Controller for timely reconciliation as follows: using the Bank Reconciliation module in the PW Financial Module the Controller will compare cleared checks with issued and determines outstanding checks at end of month. The Controller will also compare credits and charges on the Bank Statement to the Cash Receipts Journal and the Cash Disbursements Journal. When all transactions are balanced, the Controller will create a Bank Reconciliation report for each Bank Account.
3. The Controller will give the Bank Reconciliation Report to the General Accountant for month end journal entries. Some examples of entries are interest earned, credit card processing charges, deposit corrections, etc.
4. The General Accountant will verify that voided checks, if returned, are appropriately defaced and filed.

IX. Property and Equipment

Property and equipment includes items such as:

1. Land
2. Distribution mains, service lines, standpipes and tanks
3. Booster stations, raw water intake, and treatment plant equipment
4. Meters
5. Hydrants
6. Buildings
7. Other equipment

It is the organization's policy to generally capitalize all items which have a unit cost greater than one thousand dollars (\$1,000), although some items for less than \$1,000 will be capitalized if part of a larger project or purchase. Items purchased with a value or cost less than one thousand dollars (\$1,000) will generally be expensed in the period purchased.

The depreciation period for capitalized assets is as follows:

Land	not depreciated
Distribution mains, standpipes and tanks	60 years
Booster stations, raw water intake, & treatment plant equipment	10-20 years
Service lines, meter settings	25 years
Meters	15 years
Hydrants	40 years
Buildings	40 – 60 years
Other equipment	3 – 15 years

1. A Fixed Asset reconciliation is maintained by the Controller including date of purchase, asset description, cost, life of asset and accumulated depreciation. When an asset is removed/sold GL entries are made and the item is removed from the spreadsheet at beginning of next fiscal year. When assets are added, a line is inserted and annual depreciation is calculated. The fixed asset ledger will be reviewed annually to make sure that assets that have been removed from service have been removed from the list.
2. Actual Depreciation is recorded annually with estimates recorded monthly. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets.
3. The General Manager approves the sale of any equipment that is deemed to have little or no value to PW.



X. Personnel Records

1. All personnel files contain the following documents: an application and/or resume, date of employment, position and rate of pay (this information is also stored in a secure electronic database, maintained by the Administrative Assistant), a signed acknowledgement of receipt of the Employee Handbook, termination data where applicable and other forms as deemed appropriate by the General Manager. Authorization of payroll deductions, W-4 and K-4 withholding authorizations, an emergency contact form may also be included in the personnel file.
2. All employees must complete an I-9 form and submit the allowable forms of identification to the Administrative Assistant. The completed I-9 forms are kept in a secure location separate from the personnel files.
3. All personnel files must be kept in a secure, locked file cabinet and accessed only by authorized personnel.
4. Any employee requests for personnel records must be approved by General Manager or Administrative Assistant. Any non-employee requests for personnel information must be made to the General Manager in writing and following Open Records Request statutes.

XI. Weekly Payroll Processing

1. Timesheets are to be prepared by supervisors and select staff in the timesheet sections of the Payroll Module and submitted weekly no later than Tuesday afternoon. If the pay date falls on a holiday, the timesheets are required early Monday morning to be paid the day before the normal pay date. Exceptions to the submittal date may occur and will be communicated accordingly.
2. Supervisors and select staff who are responsible for entering the Timesheets are responsible for keeping up with where and what was worked on by employees during the week and entering that time accordingly into the Payroll Module. Both hourly and salaried employees are entered virtually the same.
3. Timesheets are entered on a daily or weekly basis depending on each Departments needs. The time is approved as it is entered and saved into the Payroll module.
4. Any corrections to timesheets are to be made by notifying the general accountant. Employees who are authorized to enter timesheets can approve the corrections. A printout is provided to each department head for their use.
5. Any changes to the standing information of the payroll register from the prior period including addition of new employees, deletion of employees, or changes in base pay rate must be documented and retained by the General Accountant. The Controller will authorize pay rate increases before the change can be made.
6. The General Accountant will process payroll in a timely manner and record vacation time, holiday hours, sick time, and any other information deemed necessary to properly reflect time worked.
7. Paystubs will be distributed by the department heads on Thursday of each week. If Thursday is a holiday the paystubs/direct deposits will be distributed the day before.
8. Employees are required to use direct deposit. Their paycheck is deposited directly into the account on the payroll date. The employee will receive a verification stub.
9. The Controller will review payroll expenditures and allocations monthly.
10. All quarterly federal and state payroll reports will be prepared and filed appropriately.
11. All W-2 statements are issued to employees prior to January 31st of the following year for the prior calendar year.



XII. End of Month and Fiscal Year-End Close

1. The Controller will review and sign off on all month- and year-end journal entries. They will be printed and filed for audit trail purposes.
2. At the end of each month and fiscal year end, the Controller and the General Accountant will review all balance sheet accounts including verification of the following balances: cash accounts match the bank reconciliations, accounts receivable and payable accounts match subsidiary journals, and other asset and liability account balances are correct.
3. The income and expense accounts will be reviewed and any variances from budget will be investigated.
4. Once the final monthly and fiscal year-end financial statements are run, reviewed, and approved by the Controller no more entries or adjustments will be made into that month or year's ledgers.
5. Monthly financial statements should be completed by the Thursday before the Board meeting each month.

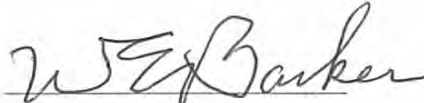
XIII. Financial Reports

The Controller and General Accountant will prepare the monthly and annual financial reports for distribution to the General Manager and Board of Commissioners. The reports will include: balance sheet, statement of income and expenses including budget comparison, a statement of expense for each department including budget comparison, a plant investment monthly activity report, a cash reconciliation report with capital expenditures compared to budget and a monthly statistical report.

The Controller will present the Financial Reports to the Board at the monthly meeting.



General Manager



Board Chair

Effective: July 29, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager

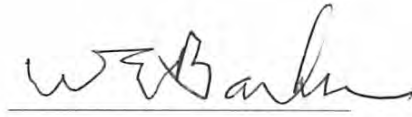


POLICY

Benefits to Commissioners of Waterworks

The members of the Commissioners of Waterworks will no longer be eligible for group life, hospitalization, medical, and surgical insurance benefits from Paducah Water Works effective December 31, 2007.


General Manager


Board Chair

Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Check Signing

The following are authorized to sign checks for Paducah Water:

- Board Chair
- Board Vice Chair
- Any Board Member on the Finance Committee
- General Manager
- Controller
- Engineer
- Plant Superintendent
- Customer Service Supervisor

Two signatures will be required on all checks.

Checks in the amount of \$25,000 or greater written for a Bank Transfer, local utility payment, health insurance payment, or to pay Kentucky state sales tax that has been collected from customers will require signatures of two of the authorized personnel listed above.

All checks \$25,000 or greater that do not meet one of the exemptions noted above shall be:

1. Signed by at least one authorized Board Member, or
2. Signed by two authorized personnel listed above after receiving written approval from an authorized Board Member indicating that he/she has reviewed the documents. The method of review and approval may be in the form of email or similar electronic communication format.

The Controller will review check signing authorization forms annually or when changes in employment or board member appointments occur to ensure only authorized individuals may sign checks

Jason Petersen
Jason Petersen (May 2, 2022 13:21 CDT)

General Manager

W. Edward Barker
W. Edward Barker (May 2, 2022 13:20 CDT)

Board Chair

Effective: October 23, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager
05/01/22	1	Incorporated ability for electronic review and authorization	<u>WEB</u> WEB	<u>JP</u> JP





POLICY

City of Paducah Business License

Any individual, vendor, service company or contractor ("business entity") doing business in the City of Paducah and/or McCracken County must possess a valid business license. Compliance with business license requirements shall be a condition for doing business with PW. All contracts or purchase orders entered into or issued by PW shall stipulate that the business entity has the required business license(s).

General Manager

Board Chair

Effective: DECEMBER 4, 2019

Revision History			Approval	
Date	Revision No.	Change	Board Chair	General Manager



POLICY

Conflicts of Interest

Employees must avoid financial, business or other relationships that conflict, or appear to conflict with interests of PW. A conflict of interest exists when an employee becomes involved, directly or indirectly, in any activity outside PW, which adversely affects his or her business judgment or otherwise diminishes his or her ability to act solely in the best interest of PW.

Employees shall select and deal with vendors and other persons doing or seeking to do business with PW without favor or preference based upon any consideration other than the best interest of PW.

No PW employee shall accept personal gifts, trips, meals or travel from engineers, suppliers, consultants or contractors with a value that exceeds \$100. PW employees may attend or participate in trade organizations or charitable events sponsored by engineers, suppliers, consultants or contractors, such as charity golf tournaments and AWWA or KWWOA sanctioned events.

Accepting kickbacks and/or bribes is illegal, unethical and therefore forbidden under this policy.

Employees shall not own directly or indirectly a financial interest in any business entity (other than a minimal interest in an SEC registered company) that does or seeks to do business with PW, except where such interest has been disclosed and approved by the General Manager. The General Manager shall promptly report such disclosure and approval to the Board.

Employees shall not conduct business on behalf of PW with a relative or a business entity with which the employee or relative is associated, except where approved by the General Manager, which shall also be promptly reported to the Board.

A handwritten signature in black ink, appearing to read 'William Stahl', written over a horizontal line.

General Manager

A handwritten signature in black ink, appearing to read 'W. E. Barker', written over a horizontal line.

Board Chair



Effective: SEPTEMBER 27, 2017

Revision History			Approval	
Date	Revision No.	Change	Board Chair	General Manager



POLICY

Election of Officers – Commissioners of Waterworks

The elected officers of Paducah Water Works shall be a Chair and Vice Chair. The position of Secretary-Treasurer shall be appointed by the Commissioners and held by the General Manager of Paducah Water Works.

Election and Term of Office

The elected officers shall serve for a term of two years, or until their successors are elected. Elections shall take place during the June board meeting in odd number calendar years. All elections shall be by written ballot.

Expression of Interest

Prior to calling for the election of officers (during the May board meeting), the presiding officer shall ask if any Commissioner wishes to express any interest that he/she has in serving as an elected officer for the next term.

Voting

Commissioners will cast their votes on individual written ballots by marking the ballot beside the name of the commissioner for whom they are voting. Upon the completion of the voting for the position of Chair, the ballots shall be collected and tabulated by the Secretary-Treasurer who shall announce the results. The voting for the position of Vice Chair shall thereafter be completed in the same manner.

Vacancies

If the position of Chair or Vice Chair shall become vacant prior to the end of the existing term, then, as soon as the commission believes appropriate, the vacancy shall be filled by a vote taken in the aforesaid manner. The person elected shall fill the unexpired term created by the vacancy.

A handwritten signature in black ink, appearing to read 'Willie Chalk', written over a horizontal line.

General Manager

A handwritten signature in black ink, appearing to read 'W. T. Barkin', written over a horizontal line.

Board Chair

Effective: SEPTEMBER 27, 2017

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Investment

1. It is the policy of Paducah Water to invest public funds in a manner that will provide the highest investment return with the maximum security of principal while meeting daily cash flow demands, and conforming to all State statutes governing the investment of public funds. This investment policy applies to all financial assets held directly by Paducah Water.
2. Paducah Water's primary investment objectives, in order of priority, are as follows:
 - A. *Safety* - Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
 - B. *Liquidity* - The investment portfolio shall remain sufficiently liquid to enable Paducah Water to meet all operating requirements that might be reasonably anticipated.
 - C. *Return on Investment* - The investment portfolio shall be designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account Paducah Water's investment risk constraints and the cash flow characteristics of the portfolio.
3. Management responsibility for Paducah Water's investment program is hereby delegated to the Controller. The Controller shall have the authority, subject to the discretion of the General Manager, to establish additional specific written procedures for the operation of the investment program, which are consistent with the investment policy. The Controller, or designee, shall maintain all records related to Paducah Water's investment.
4. The actions of the Controller as manager of Paducah Water's funds shall be evaluated using the "prudent person" standard that states: "Investments shall be made with judgement and care under prevailing circumstances which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital and the probable income to be derived." The Controller, acting in accordance with written procedures and exercising due diligence, shall be relieved of personal responsibility for an individual security's performance, provided that deviations from expectations are reported in a timely fashion to the Board and appropriate action is taken to control adverse developments.
5. Paducah Water's investment funds shall only be invested in the following types of instruments in accordance with this policy and applicable State statutes:
 - A. Certificates of deposit or other interest-bearing accounts of any bank or savings and loan institution which are insured by the Federal Deposit Insurance Corporation or similar entity or which are collateralized, to the extent uninsured, by any obligations permitted by Section 41.240(4) of the Kentucky Revised Statutes.



- B. Obligations of the United States and its agencies and instrumentalities, including obligations subject to repurchase agreements, provided that delivery of these obligations subject to repurchase agreements is taken either directly or through an authorized custodian.
 - C. Obligations and contracts for future delivery or purchase of obligations backed by the full faith and credit of the United States government agency.
 - D. Bonds or certificates of indebtedness of the Commonwealth of Kentucky or of its cities, counties, agencies and instrumentalities.
6. It is the policy of Paducah Water to require that all cash and investments maintained in any financial institution named as depository be collateralized. The collateralized level shall be at least 100% of the market value of principal after any applicable FDIC coverage. Collateral shall be limited to the types of instruments authorized as collateral for State funds in KRS 41.240. The right of collateral substitution is permissible subject to approval by the Controller.


General Manager


Board Chair

Effective: JUNE 24, 2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



POLICY

Issues Resulting from Leaks or Main Breaks

This policy describes measures PW will take when maintenance activities on or near a customer's property result in a water leak and/or water damage.

Determining Leak Source and Responsibility at a Water Meter

When a PW Service Technician reports to a home or business and discovers a leak, the Technician should attempt to determine whether the source of the leak is on the customer's service line or PW's infrastructure.

1. The Technician must first clear the meter box of water, mud and debris in order to determine from where the water may be flowing. If the source of the leak can be positively identified and repaired at that time by the Technician, it should be repaired.
2. If the leak cannot be repaired and/or its source cannot be positively identified, the Technician must contact the Customer Accounts Manager. The Customer Accounts Manager will evaluate the situation based on information the Technician provides.
3. If the Customer Accounts Manager is unable to determine the source of the leak based on information from the Technician, the Customer Accounts Manager must report the problem to the Distribution Superintendent or Engineering Manager. The issue is not considered resolved until either the Distribution Superintendent or Engineering Manager assess the situation, makes a final determination regarding the source of the leak, and determines the party responsible for the repair. If the source of the leak is determined to be associated with PW's infrastructure, PW will repair the leak as required. If the leak is determined to be on the customer's infrastructure, the customer shall be notified of PW's findings and their responsibility for repairing the leak.

Landscaping Restoration After a Water Leak/Main Break Repairs

Paducah Water will restore areas disturbed by maintenance repairs to as near their original condition as possible prior to disturbance. These areas may include yards, driveways, and landscaping. Most customers call the business office concerning landscaping issues. Upon receiving a call, the Customer Service Department must create a service request and send it to the Distribution Superintendent for follow up and resolution.



Personal Property Damage Due to a Water Main Break

Occasionally, a water main break may affect a customer directly, causing property damage. If the responding employee observes a situation that he/she feels requires further evaluation of damages, the employee shall:

1. Avoid making statements claiming liability on behalf of PW.
2. Notify their Department Head, take photos of the damages, and collect customer contact information.
3. If the situation has the potential to become an insurance claim, the Department Head shall notify the General Manager and Administrative Assistant, presenting all customer contact information, photos obtained, and other pertinent documentation.
4. The Administrative Assistant will contact PW's insurance company to provide the necessary information.
5. If a claim is denied by insurance, the Administrative Assistant will notify the General Manager and other management staff involved. Management will determine if further action is required by Paducah Water.

General Manager

Board Chair

Effective: 2/26/2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager

POLICY

Personal Injury/Liability

This policy describes actions PW will take if an individual (member of the public who is NOT employed by PW) alleges s/he sustained an injury caused by or while on PW property or equipment. At Paducah Water, we are committed protecting the public and our employees from injury. However, the size of our service area and the nature of our business increase the risk of personal injury. Therefore, it is important to have this policy in place.

In order to promote public safety, PW Employees must:

- Follow all established safety policies and procedures at all PW properties and job sites.
- Immediately report any personal injury/liability incident to their immediate supervisor AND the designee (PW administrative assistant).
- Report any unsafe condition (i.e. unsecured meter lid) to their supervisor and follow up to make certain the deficiency is corrected.
- Participate in the incident investigation if necessary.

Reporting a Personal Injury Incident

While personal injury occurrences tend to be unique, there are standard practices that will support the investigation of an incident. In the event of a personal injury occurrence, PW employees are required to:

- Report the incident to their supervisor AND the PW administrative assistant IMMEDIATELY.
- Avoid assuming liability (fault). Should an injury become an insurance claim, liability will be determined by PW's insurance company.
- Make note of the individual's name and obtain a contact phone number. Also, note the exact location (address) of the occurrence. Submit this information to the administrative assistant.
- Upon speaking with the administrative assistant, obtain photos per administrative assistant's instructions.

When an Incident Becomes a Claim

- Upon receiving the person's name and phone number, the administrative assistant will contact him/her to obtain additional information. The administrative assistant will complete an Incident Investigation Form. The form and any accompanying photos may be submitted to PW's insurance company, at which time a claim will be established.
- When an incident becomes a claim, an insurance adjuster will be assigned. PW employees should not have further contact with the claimant, except under the advisement of the insurance adjuster.
- All information gathered during the investigation, along with all correspondence with the insurance company, will be on file in the business office.



When a Claim Is Denied

- The administrative assistant will notify the general manager and other management staff involved.
- Management will determine if further action is required by PW.



General Manager



Board Chair

Effective: 2/26/2020

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager

POLICY

Procurement and Purchasing

As part of its commitment to fiscal responsibility and legal compliance, Paducah Water (PW) procures goods and services in accordance with the Kentucky Revised Statutes (KRS) Chapter 424, and KRS 45A.050(3).

State Master Agreement

Goods and services may be purchased in accordance with KRS 45A.050(3) (a.k.a. State Master Agreement) when it has been determined by the General Manager to be in the best interest of PW. The Board shall approve purchases larger than \$30,000.

Bidding

When bidding is required, all advertised bids (as mandated by KRS 424) shall include criteria PW will use to evaluate the bids. Such criteria may include, but is not limited to:

- Cost
- Previous Performance
- Quality of Workmanship
- Safety
- Communication
- Present Workload
- Staffing
- Equipment
- Ability to Meet Schedules/Milestones
- Experience with Similar Projects
- Warranty

A bid award will not be based solely on the lowest price. PW will consider cost, as well as other criteria, when determining the bid award. PW reserves the right to reject any and all bids and waive minor irregularities and formalities in deciding to accept a bid.

This policy encourages the use of local vendors and contractors when feasible and practical for purchases and services that do not require public advertisement, per KRS 424 (i.e. less than \$30,000). Although formal bidding is not required, staff are urged to request quotes from multiple suppliers to make sure PW receives competitive prices for goods and service.

Preference to Kentucky Bidders

In accordance with KRS 45A.365, prior to a contract being awarded, a resident bidder of the Commonwealth shall be given a preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder. The bidder shall indicate the state of residence on the bid proposal. The non-resident bidder shall indicate also if any preference is given by the bidder's state. The determination of state residency of the non-resident bidder, according to Kentucky Administrative Regulations:

- The state of residency shall be the principal office as identified in the bidder's Certificate of Authority to transact business in Kentucky as filed with the Commonwealth of Kentucky, Secretary of State
- If the bidder is not required to obtain a Certificate of Authority (by the Secretary of State) to transact business in Kentucky, the state of Residency shall be the mailing address provided in the bid proposal.

Accounts Payable Purchasing Procedures for Each Department

A Department Head (Controller, Distribution Superintendent, Engineering Manager, Treatment Plant Superintendent) or the General Manager must approve all invoices by authorizing the corresponding purchase order electronically in the purchase order system, OR by initialing the submitted invoice manually.

All employees must use a purchase order to procure parts or materials from a vendor, except where noted, and all purchase orders require department head approval in order to complete the purchasing process. The General Manager or Controller (in the absence of the General Manager) must approve all purchases in excess of \$10,000. In an emergency situation, staff is authorized to make purchases in excess of \$10,000.00 if the General Manager or Controller are not readily available. Emergency purchases in excess of \$10,000.00 should be reported to the General Manager or Controller the next business day.

Office Purchases

No purchase order is required if an employee visits a vendor to purchase an item(s) in person. In this case, the employee must submit the invoice/receipt directly to the Controller for approval.

A purchase order is not required for maintenance and service of a PW vehicle. However, the Controller must receive a service estimate before the vendor begins repairs or service. Invoices are submitted to the Controller for approval.

Purchases made by the Administrative Assistant for office supplies do not require a purchase order. The Controller approves such invoices before they are entered into the accounts payable system.

Distribution Purchases

Every inventory purchase requires a purchase order. The purchase order system inputs inventory items into the inventory control system.

Items ordered from a vendor or online (not an "in-store" purchase), whether classified as inventory or non-inventory, require a purchase order.

No purchase order is required if an employee visits a vendor location in person to buy non-inventory items (i.e. broken/missing tools, items to replace/repair job lines). In this case, the employee must submit the invoice/receipt directly to a Foreman for approval. Then, the Superintendent must initial the receipt providing final approval before accounts payable entry. PW has charge accounts at several local stores for in-store purchases. Lowes, Rural King, TSC and Hank Brothers all maintain a list of employees who are allowed to charge to PW accounts.

All vehicle service invoices are approved after repairs are made. The Distribution Superintendent is notified of diagnosis prior to repairs.

Service vendors (Federal Material, Goode, Kotter, etc.) are commissioned based on availability and reliability. The Superintendent must initial all service invoices to show approval. A purchase order is not required.

Uniforms and boots are purchased as needed after initial employee account setup. The Superintendent maintains records to identify frequency of purchases. No purchase order is required.

Engineering Purchases

The Materials Manager has full purchasing control in the Distribution/Engineering Department for routine office supplies, personal protective equipment, cleaning supplies, etc. The Materials Manager monitors supplies and reorders as needed or requested. The Distribution Superintendent or Engineering Manager approve all such purchases.

No purchase order is required if an employee visits a vendor to purchase an item(s) in person. In this case, the employee must submit the invoice/receipt directly to the Engineering Manager for approval.

Purchases that are not routine or budgeted, and cost more than \$200, are reviewed with the Controller and/or General Manager.

Treatment Plant Purchases

Lab supplies are purchased online based on a quarterly schedule that is pre-approved through the annual budget (VWR, Hach, Idexx). The Treatment Plant Superintendent is notified if an order is significant in cost (over \$3,000). The superintendent approves the invoices.

Lab equipment can be procured via purchase order or manual invoice approval. A purchase order is created after a quote is received or after the Superintendent has approved the invoice.

Lab chemicals require a purchase order. However, American Development Corporation (ADC) delivers chemicals on a weekly basis and no set quantity is received. Invoices from ADC are approved as they arrive and no purchase order is required.



Samples are submitted to an independent laboratory on an as-needed basis. The Superintendent approves invoices for such services.

Control Systems Specialists order items for maintenance repairs as needed. Most items are "special order." A purchase order is created to link the item(s) to a specific project. A credit card may be used to expedite the purchasing process or if the item must be purchased from a new vendor (one that is not listed in the accounts payable system). Cost does not determine use of purchase order. The Superintendent approves all maintenance and service invoices either through the purchase order system or manually.

No purchase order is required if an employee visits a vendor to purchase an item(s) in person. In this case, the employee must submit the invoice/receipt directly to the Superintendent for approval.

Service vendors(i.e. lawn care) are commissioned based on availability and reliability. The Superintendent must initial all service invoices to show approval. A purchase order is not required.

Other

All invoices must be attached to a purchase order or must be initialed by a Department Head OR the General Manager prior to payment of the invoice.

The General Manager and an additional authorized check signer will compare each check to each invoice while signing checks.


General Manager


W. Edward Barker (Sep 30, 2021 16:01 CDT)
Board Chair

Effective: September 29, 2021

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager
09/01/21	1	Modified Paragraph I; Added State Master Agreement Option		





POLICY

Records Retention

This policy describes the general guidelines for retention and disposition of official records for the Paducah Water.

PW recognizes the need for orderly management and retrieval of all official records and a documented records retention and destruction schedule congruent with all state and federal laws and regulations. All official records (paper, microform, electronic, or any other media) will be retained for the minimum periods stated in the Local Government General Records Retention Schedule as approved by the Kentucky State Library and Archives Commission and the Kentucky State Auditor's Office. After a specified period of time, official records must be disposed of in a manner that is consistent with, and systematically carried out in accordance with, prescribed records and information management guidelines and procedures.

Duplicate files, copies, materials, and stocks of obsolete forms or pamphlets originally intended for distribution are not considered to be official records or record copies. Duplicates or non-record convenience copies should be destroyed when they cease to be useful and should never be kept longer than the official record copy.

Note: If litigation is pending, threatened, or possible, DO NOT destroy any records or files until permission is granted by the PW General Manager and/or legal counsel.

Records Retention Schedule

The Local Government General Records Retention Schedule provides a list of official records for the agency and prescribes the periods of authorized retention. The schedule may be revised periodically to include a newly created record series, to change retention periods, or to delete a record series no longer useful. Appropriate approval procedures must be followed and completed before any revisions would become effective.

All records shall be kept for minimum periods listed in the Records Retention Schedule. Notwithstanding such minimum retention periods, all records must be maintained until all required audits are completed and should be retained beyond the listed retention periods when there is a probability of litigation either involving records or requiring their use.

Documents may be maintained for the prescribed minimum retention periods in any media. Official records kept only in electronic format must be identified in the Retention Schedule and must comply with the retention requirements defined in the Records Retention Schedule.



Limited storage space restricts many departments in both the volume of records and duration they may be stored. In the event any department wishes to store documents off site at the Wagner Moving and Storage facility, submit a description of the items to the PW Administrative Assistant so arrangements may be made and an internal tracking number can be assigned.

Authorization

State law and the PW policy prohibit individuals and departments from destroying, discarding, selling or giving away public records without proper authorization. Departments wishing to destroy records that are no longer needed should first contact PW Controller. The Kentucky State General Records Schedules will be searched to see if an applicable series description can be located. If there is an applicable series, and the unwanted records are older than the state-mandated retention period given in the schedule, discarding instructions will be issued.

General Manager

Board Chair

Effective: DECEMBER 4, 2019

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager



ATTACHMENT A RECORDS RETENTION SCHEDULE

Human Resources / Payroll & Employment Records	
Record	Retention Period
• Accommodation Requests	1 year
• Job Postings	1 year
• Accident Reports – Public (L-4987)	Adults – 1 year after accident Juveniles – 1 year after reaching 18 years of age
• Ads and Notices of Training Opportunities	1 year
• Annual Return of Withheld Income Tax (L-5028)	7 years
• Applications for Employment – Persons Not Hired (L-5038)	2 years
• Basic Employee Information	4 years
• Basic Payroll Information	3 years
• Certificates and Notices of The Wage Hour Administrator	3 years
• Collective Bargaining Agreements	3 years from end of Agreement
• Date FMLA Leave is Taken	3 years from end of leave
• Demotion Records	1 year
• Direct Deposit Authorizations (L-5026)	Destroy when superseded or after termination
• Direct Deposit Transmittal Register (L-5027)	3 years
• Driving Records Checks (L-6679)	1 year or until superseded then destroy. If used for discipline (L-5034), transfer to personnel file.

RECORDS RETENTION SCHEDULE (CONTINUED)

Human Resources / Payroll & Employment Records (Continued)	
<u>Record</u>	<u>Retention Period</u>
• Employee Benefit Plan Records	1 year after termination of plan
• Experience Rating Calculation Data	4 years from later of tax due date or payment date
• Exposure Records (L-5826)	Duration of employment + 30 years
• Form EEO-1	As long as current
• Form 1099's (L-5029)	4 years
• Hiring Procedures (documents used, testing, etc.) (L-5037)	3 years
• Hours of FMLA Leave Taken (L-5803)	3 years
• Hours Worked in Tipped and Non-Tipped Positions	3 years
• INS Form I-9	3 years from hire date or 1 year from termination date
• Job Advertisements	1 year
• Job Descriptions / Classifications	Permanent
• Job Evaluations	2 years
• Job Requests Given to Employment Agencies	1 year
• Layoff, Reduction-In-Force, and Recall Records	1 year
• Litigation File (L-5373)	Retain for 10 years after all litigation has ceased.
• Loss / Incident Reports	3 years



RECORDS RETENTION SCHEDULE (CONTINUED)

Human Resources / Payroll & Employment Records (Continued)	
<u>Record</u>	<u>Retention Period</u>
Medical Certifications	3 years
Medical Records (physicals, drug screening, etc.) (L-5035)	Permanent – in personnel (medical) file. (OHS Act says legally-required records must be kept for 30 years after termination.)
Merit, Incentive, & Seniority System Records	2 years
Monthly Return of Income Tax Withheld (L-5030)	5 years
Monthly Summary of Wages Earned (L-5020)	3 years
Notices of FMLA Leave (L-5803)	3 years from end of leave
Organizational Charts (L-6687)	Retain one copy of each revision permanently. Excess copies may be destroyed when no longer needed.
OSHA Form 101 – Supplemental (L-6648)	5 years from the end of the year to which record relates
OSHA Form 200 – Log & Summary of Occupational Injuries and Illnesses (L-6648)	5 years from the end of the year to which the record relates
Payroll Authority Files (W-4's, K-4's, etc.) (see KY State Archives L5023)	3 years after termination
Payroll Register for Each Pay Period (L-5798)	3 years
Payroll Register and Record File (L-5797)	Destroy 70 years from date first employed



RECORDS RETENTION SCHEDULE (CONTINUED)

Human Resources / Payroll & Employment Records (Continued)	
<u>Record</u>	<u>Retention Period</u>
• Payments Into State Employment Funds	4 years from later of tax due date or payment date
• Personal Information Security Breach Investigation/Notification (L-6709)	Retain for 3 years; destroy after audit
• Personality Tests	1 year from action to which relates
• Personnel Files (see KY State Archives L5034)	70 years from date of employ
• Physical Exams (see Medical Records)	Permanent – in file
• Position Classification Documents File (L-5041)	1 copy permanent
• Pre-employment Tests	1 year
• Premium Payments of Employee Benefits	3 years from end of FMLA Leave
• Promotion Records	1 year from date of action
• Quarterly Income Tax Returns (L-5032)	5 years
• Rates of Pay	1 year
• Records of Disputes About Designation of FMLA Leave (L-5803)	3 years
• Records Relating to Discrimination Charges	Until final disposition of charge
• References	1 year after record is made
• Reimbursing Employer's Quarterly Unemployment Wage Report	3 years

RECORDS RETENTION SCHEDULE (CONTINUED)

Human Resources / Payroll & Employment Records (Continued)	
<u>Record</u>	<u>Retention Period</u>
• Resumes	1 year after submission
• Sales and Purchase Records	3 years
• Summary Plan Description Data	6 years
• Supplementary Payroll Data	2 years
• Tax Payment Report Worksheet (L5025)	5 years
• Termination Records	1 year
• Time and Attendance Records (Payroll Sheet, Attendance Report, etc.) (L-5022)	3 years
• Time Cards/Sheets (L-5022)	3 years
• Total Daily or Weekly Straight-Time Earnings	3 years
• Total Wages Paid to Each Employee	4 years from later of tax due date or payment date
• Training Program and Selection Records (L-5036)	3 years or after litigation is resolved, whichever is later
• Transfer Records	1 year
• Wage and Tax Statements (W-2's) (L-5024)	5 years
• Wage Payments	3 years
• Welfare and Pension Reports	6 years



RECORDS RETENTION SCHEDULE (CONTINUED)

Human Resources / Payroll & Employment Records (Continued)	
<u>Record</u>	<u>Retention Period</u>
Workers' Compensation Documents (e.g., Injury Report, OSHA's Log and Summary of Occupational Injuries and Illnesses, Supplementary Record of Occupational Injuries and Illnesses, etc.) (see KY State Archives L5040)	5 years
Written Training Agreements	Duration of training program
Yearly Payroll Register	2 years – destroy after audit
Financial Documents & Records	
<u>Record</u>	<u>Retention Period</u>
Accounts Payable Files (see KY State Archives L5011)	3 years – destroy after audit
Accounts Receivable File (records of moneys received in daily transactions – could include fees, tax, license, or permit receipts, etc.) (L-5000)	3 years – destroy after audit
Annual Approved Budget (L-5007)	Permanent
Annual Audit (L-4998)	Permanent
Asset / Equipment Inventory File (may be a card file, list, or electronic database and is used to document assets.) (L-4997)	3 years – destroy after audit
Audit Trail Lists (may include Audit Trail List by Document Reference Number, Expenses, Revenues, Vendors, and Balance Sheets – Documents the daily transactions concerning receipts and expenses and is used to track those) (L-4993)	3 years – destroy after update is complete and after audit
Bank Account Reconciliations	7 years



RECORDS RETENTION SCHEDULE (CONTINUED)

Financial Documents & Records (Continued)	
Record	Retention Period
• Bank Deposit Slips (L-5001)	7 years
• Bank Statements (L-5001)	7 years
• Bid Files – Successful (invitation to bid, Legal notices, specifications, proposals, Bidder list, bid sheets, etc.) (See KY Archives L5105)	3 years – destroy after specifications are met or contract and audit are complete
• Bid Files – Unsuccessful (L-5016)	1 year
• Bond Records (Ordinance, amortization, schedule, cancelled bonds, coupons, etc.) (see KY State Archives L5008)	Permanent
• Budget draft / proposal and work papers (see KY State Archives L5005-5006)	1 year – destroy at end of fiscal year
• Budget – Approved (L-5007)	Permanent
• Cancelled Bonds or Coupons (L-5009)	3 years after maturity
• Cancelled Checks (L-5001)	7 years
• Check Register	7 years
• Check Stubs (L-5001)	7 years
• Closed Account Report	Destroy when superseded
• Contracts and Agreements (L-5014)	15 years after completion or termination and audit
• Copies of Checks	7 years



RECORDS RETENTION SCHEDULE (CONTINUED)

Financial Documents & Records (Continued)	
<u>Record</u>	<u>Retention Period</u>
• Customer Consumption List	3 years after audit
• Customer Utility Bill	3 years after audit
• Daily Activity Cash Report (See KY State Archives L4768)	3 years
• Delinquent Payment File	5 years after payment and audit
• Deposit Records (Extension Deposits) (See State Archives L4767)	3 years after refund
• Depreciation Schedules	Life of assets + 7 years
• Disconnection List	Destroy when superseded
• Employment Tax Returns	7 years
• Expense Records	7 years
• Final Billing Information	3 years after audit
• Financial Statements (Audit)	Permanent
• Funds Ledgers (a.k.a. General Ledger, Accounts Ledger, Revenue and Expense Ledger, Receipts & Disbursement Ledger, Property Tax Ledger, and Annual Ledger, etc.) (L-4994)	Permanent
• Grant Administration Files (see KY State Archives L5010)	3 years after final report and audit
• Insurance Premium Tax Annual Reconciliation	5 years
• Inventory Records	7 years



RECORDS RETENTION SCHEDULE (CONTINUED)

Financial Documents & Records (Continued)	
Record	Retention Period
• Investment Records	Ownership + 7 years
• Journals (Open Journal Entries, Includes Revenue, Expense, General, Special Fund, Cash Receipt, Cash Disbursements, Purchase, Payroll, etc.) (L-4992)	3 years- destroy after audit
• Minutes of meetings	Permanent
• Monthly Billing Journal / Register	3 years after audit
• Notes Payable	Term of loan + 7 years
• Occupational License Fee on Wages and/or Net Profits File (see KY State Archives L5042)	3 years
• Periodic Audits (Daily, Monthly, Quarterly) (L-4999)	1 month
• Periodic Financial Statements (see KY State Archives L-4996)	3 years – destroy after audit
• Purchase Order / Requisition Reference, etc. (see KY State Archives L-5013)	3 years – destroy after audit
• Quarterly Insurance Premium Tax Return	30 days after annual report reviewed and verified and after audit
• Trial Balance (L-4995)	1 year
• Unemployment Compensation Quarterly Contribution Report (L-2945)	Retain 4 years; destroy after audit
• Uniform Financial Information Report (see KY State Archives L5002)	3 years – destroy after audit

RECORDS RETENTION SCHEDULE (CONTINUED)

Financial Documents & Records (Continued)	
<u>Record</u>	<u>Retention Period</u>
• Vendor Invoices	7 years
• Voucher Register (L-5013)	3 years
Environmental and Regulatory Records and Documents	
<u>Record</u>	<u>Retention Period</u>
• Bacteriological Analyses	5 years
• Calibration Records	3 years
• Chain of Custody Reports	3 years
• Chemical Analyses	10 years
• Consumer Confidence Reports (Report and Certification	5 years
• Geological Reports (subsurface ground conditions, etc.)	Permanent
• PSC or other Regulatory Reports	Permanent
• Record of Monitoring Information	3 years
• Records of Sanitary Surveys	10 years
• Records of Variance and Exemption	5 years
• Records of Violation Certification	10 years
• Sample and Measurement Charts	3 years
• KPDES Discharge Monitoring Report (DMR)	3 years
• Turbidity Analyses	1 year
• Water Treatment Plant Monthly Operating Reports (MOR)	3 years



RECORDS RETENTION SCHEDULE (CONTINUED)

Other Records	
Record	Retention Period
• Acquisition and merger documents	Permanent
• Annual Reports	Permanent
• Audio or Video Tapes of Meetings	Erase after minutes are formally accepted in meeting
• Capital Construction Engineering Project File	Permanent
• Citizen Complaints / Petitions (L-4965)	2 years
• Code of Ordinances	Permanent
• Condemnation File	Permanent
• Contracts	Permanent
• Developer Contributions, Agreements, Etc.	Permanent
• Easements	Permanent
• Ethics (Documents Pertaining to Ethics, Code, etc.)	Permanent
• Engineering Maps, Plats, Plans, & Drawings	Permanent
• Executive Orders (see KY State Archives L4936)	Permanent
• General Correspondence (see KY State Archives L4955)	2 years
• Grade and Drain Profiles	Indefinite (destroy when superseded)
• Index to Maps and Plats	Permanent
• Indexes to Official Minutes	Permanent

RECORDS RETENTION SCHEDULE (CONTINUED)

Other Records (Continued)	
Record	Retention Period
• Indexes to Ordinances	Permanent
• Insurance Claims (Liability General and Auto) (L-5847)	Retain 5 years after claim is settled. If a minor, destroy when s/he reaches age 23
• Insurance Claims (Non-Liability General and Auto) (L-5848)	Retain 2 years then destroy
• Insurance Policies (see KY State Archives L-4964)	5 years after term of coverage
• Itineraries / Schedules of Meetings (L-4966)	1 year
• Legislation Preparation Work Papers	Destroy when no longer useful
• List of Bidders	2 years
• Maps and Plats (L-4970, L-4978, L-6350)	Permanent
• Meeting Notices / Agendas (L-4953)	1 year
• Meter Reading Book / Log / Register	1 year
• Official Correspondence (see KY State Archives L4954)	Permanent
• Official Minutes (L-4958)	Permanent
• Open Records and Open Meetings Act Information File	Destroy Certificate of Receipt when person leaves the agency. Destroy OROM material when superseded. Destroy KDLA records management material when superseded.
• Open Records Register (documents requests) (L-4962)	5 years
• Open Records Requests (L-4963)	1 year
• Operation & Maintenance Manuals for WTP's	Permanent
• Ordinances	Permanent



RECORDS RETENTION SCHEDULE (CONTINUED)

Other Records (Continued)	
<u>Record</u>	<u>Retention Period</u>
• Plans, Drawings, Surveys, Blueprints, etc. (L-4971)	Permanent
• Policies and Procedures (Manuals, Memos, etc.) (L-4959)	Permanent (1 copy)
• Press Releases (L-4968)	1 year
• Pre-Treatment Compliance by Industries	3 years
• Proclamations	Permanent
• Publication of Legal Notices	Permanent
• Rate and Tariff Schedules	Permanent
• Rate Studies, Correspondence, and Approval	Permanent
• Real Estate Records (L-4960)	Permanent
• References to Ordinances	Permanent
• Regulatory Agency Licenses and Permits	Permanent
• Resolutions / Orders and Indexes to Same	Permanent
• Speeches by Executive Authority	Destroy when no longer useful
• Standard Specifications and Procedures	1 copy permanent
• Street Cut Permits	Destroy when no longer useful
• Tap-on Records	Permanent
• Telephone / Record Log (L-4969)	1 year
• Vehicle Information File (L-5821)	Destroy after vehicle is no longer owned by agency
• Vehicle Maintenance Records (L-4973)	1 year
• Work Orders (see KY State Archives L 4763)	Indefinite (keep until account is no longer active)
• Water Main Project Review Agreed Order File	12 years

RECORDS RETENTION SCHEDULE (CONTINUED)

Electronic and Related Records	
<u>Record</u>	<u>Retention Period</u>
Master Files (Including Master Files That Are Components of Database Management Systems) (see KY State Archives E0003)	Delete after the expiration of the retention period authorized in the schedule for the disposable hard copy file or when no longer needed, whichever is later
Data Processing Unit Subject Files (Records Used to Support the Administration of the Agency Data Processing Services)	Delete/Destroy when obsolete or superseded
Data Processing Policies (Records of Policies Covering Access and Security, Systems Development, Data Retention and Disposition, and Data Ownership)	Destroy 3 years after policy is withdrawn, revised, updated, or superseded
Application Development Project Files (Project Management Records, Status Reports, Etc.)	Delete/Destroy 3 years after system is no longer in use
Data Systems Specifications (System Documentation Records)	Destroy 3 years after discontinuance of system but not before system data is destroyed or transferred to new operating environment



RECORDS RETENTION SCHEDULE (CONTINUED)

Electronic and Related Records	
<u>Record</u>	<u>Retention Period</u>
• Data Processing Operating Procedures (Procedures Manuals for Data Entry, the Operation of Computer Equipment, Tape Library, System Backup, and Other Aspects of a Data Processing Operation)	Destroy 3 years after procedure is withdrawn, revised, updated, or superseded
• Data Processing Hardware Documentation (Includes Operating Manuals, Hardware/Operating System Requirements, Hardware Configurations, and Equipment Control Systems)	Destroy after the agency no longer uses related hardware and all data is transferred to and made useable in new hardware environment
• Maintenance Contract Files (Maintenance Contracts for Data Processing Equipment, Service Histories, and Work Orders)	Destroy record copy 3 years after expiration of contract or final payment, whichever is later. Destroy other copies when no longer needed for administrative reference
• Operating System and Hardware Conversion Plans	Destroy 1 year after successful conversion
• Disaster Preparedness and Recovery Plans	Destroy after 3 years after superseded by revised plan and after audit requirement is met



RECORDS RETENTION SCHEDULE (CONTINUED)

Electronic and Related Records	
<u>Record</u>	<u>Retention Period</u>
System Backup Files	Destroy after 3 system backup cycles
System Users Access Records (User Account Records, Security Logs, and Password Files)	Destroy 1 year after the individual no longer has access to the system but not before audit requirements for the records modified by that individual have been met
Summary or Extracted Data Files (Statistical Reports, Monthly Reports, Extracted Reports)	Delete / Destroy when no longer needed for current business
Automated Tape Library System Files	Destroy after related records or media are destroyed or withdrawn from the tape library
Network Implementation Project Files	Destroy after superseded, but not before audit requirements are met



RECORDS RETENTION SCHEDULE (CONTINUED)

Electronic and Related Records	
Record	Retention Period
Employee Internet Use Logs	Retain until no longer useful, but not before any appropriate review and verification
Surveillance Video/Audio Recordings	Retain for 30 days then destroy or reuse if no litigation is pending.

Note: Refer to the KY State Archives Local Government Records Retention Schedule for rules of retention of any record not listed above. Also see this when reference above for further information.

POLICY

Lead Identification and Removal

Lead has been used for centuries as a material in plumbing pipes and fixtures. Lead and lead-containing materials were allowed in municipal and household plumbing until 1986 when the U.S. Congress amended the Safe Drinking Water Act to prohibit the use of pipes, solder and flux that were not “lead free”. Within PW’s system, lead was used for some service lines prior to 1930. Minutes of the Board of Commissioners monthly meetings since 1930 indicate that lead was not utilized for the construction of service lines installed by PW after 1930.

Lead is a toxic metal that can cause immediate health effects at high doses and long-term health effects if it builds up in the body over many years. The Environmental Protection Agency (EPA), Centers for Disease Control (CDC), World Health Organization (WHO) and the American Water Works Association (AWWA) agree that there is no safe level of lead. Further, the best and most effective way to minimize the potential for lead exposure from drinking water is to remove sources of lead that are in contact with drinking water.

On December 16, 2021, the EPA announced its Lead and Copper Rule Revision (LCRR) that includes a series of regulations designed to control the amount of lead in drinking water. These revisions are intended to improve public protection from the risks of lead exposure by better protecting children at schools and childcare facilities, getting the lead out of our nation’s drinking water, and empowering communities through information.

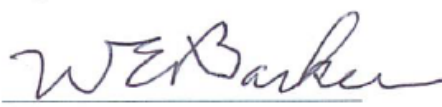
For more than 130 years, Paducah Water has been committed to protecting the health and well-being of the people of Paducah, McCracken County and our surrounding area by providing high-quality drinking water. Paducah Water is committed to preserving public health by focusing on six key areas of the EPA’s LCRR which include:

1. ***Replacing all Lead Service Lines*** that exist within the distribution system.
2. ***Tap Sampling*** that is robust with the intent of identifying if/where there may be areas of elevated lead.
3. ***Prioritizing Historically Underserved Communities*** by removing lead service lines in communities that are disproportionately impacted by lead in drinking water as an equitable manner to protect public health.
4. ***Minimizing Lead in Drinking Water for Schools and Childcare Facilities*** by providing education and risk communication to enhance protections for young children.
5. ***Improving Risk Communication*** by developing content that informs customers of the risks of lead, best practices to minimize lead exposure and means to gain additional information.
6. ***Discouraging Partial Lead Service Line Replacements*** by prioritizing and placing emphasis on full service line replacements (i.e. service lines from the water main to the house/structure).

With this Policy, the General Manager is tasked with allocating resources toward the six focus areas above with the objective of removing all lead lines in a purposeful manner that is in the best interest of Paducah Water and its customers.

The General Manager will monitor the budget and schedule for resources allocated to lead identification and its removal and will provide periodic reports to the Board.


General Manager


Board Chair

Effective: 8/31/2022

Revision History		Change	Approval	
Date	Revision No.		Board Chair	General Manager