



**BRIAN CUMBO**

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ADMITTED IN KY AND WV

January 28, 2025

Public Service Commission  
P.O. Box 615  
Frankfort, KY 40602

RE: Martin County Water District  
PSC Case No. 2020-00154

To Whom It May Concern:

Enclosed please find Martin County Water District's Notice of Filing an information packet for the January 28, 2025 Board meeting.

Thank you for your attention to this matter.

Very truly yours,

BRIAN CUMBO

BC/ld

Enclosure

cc: Martin County Water District  
Hon. Mary Varson Cromer

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

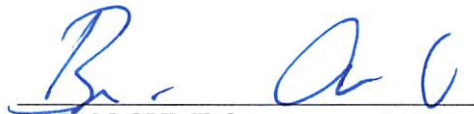
ELECTRONIC MARTIN COUNTY WATER )  
DISTRICT MANAGEMENT AND OPERATION )  
MONITORING PURSUANT TO KRS 278.250 )

CASE NO. 2020-00154

**NOTICE OF FILING**

\*\*\*\*\*

Comes the Martin County Water District, by counsel, and hereby gives Notice of Filing of the attached information packet for the Martin District Board meeting on January 28, 2025.



BRIAN CUMBO  
COUNSEL FOR MARTIN COUNTY  
WATER DISTRICT  
P.O. BOX 1844  
INEZ, KY 41224  
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**CERTIFICATE OF SERVICE**

This will certify that a true and correct copy of the foregoing was served via electronic filing on this the 28th day of January, 2025, to the following:

Public Service Commission  
ATTN: Nancy Vinsel  
P.O. Box 615  
Frankfort, KY 40602

Hon. Mary Varson Cromer  
Appalachian Citizens' Law Center, Inc.  
317 Main Street  
Whitesburg, KY 41858

  
\_\_\_\_\_  
BRIAN CUMBO

**Martin County Water District**  
**387 E. Main St.**

**Phone (606) 298-3885      Inez, Kentucky 41224**

**Regular Meeting, Tuesday, January 28, 2025 – Immediately Following the Martin County  
Sanitation District's Meeting  
Martin County Government Center (2<sup>nd</sup> Floor)**

- 1) Call the meeting to order
- 2) Review and Consideration to Approve Minutes
- 3) Review and Consideration of Financial Reports
  - A. Review and Consideration to Approve Treasurer's Report
  - B. Review and Consideration to Approve Other Financials
  - C. 2025 MOA
- 4) Review and Consideration to Approve Bills
- 5) Legal
  - A. Any Issues for Discussion with Board Attorney
- 6) Operations
  - A. Alliance Operations Report
  - B. MOR
  - C. Water Loss Report
  - D. Leak Adjustments
- 7) Capital Projects Report
  - A. Project Updates
  - B. 5 Year CIP
- 8) Other Old Business
  - A. Generator Funding Update
  - B. Master Plan Funding Update
  - C. Master Meter Delivery & Construction Schedule
  - D. BSADD Coldwater Line Replacement Agreement
  - E. RWI Project Update
  - F. PCUC Joint Operating Agreement
  - G. Bell Engineering, Martin County Assessment, and Strategic Plan Proposal

- 9) Other New Business
  - A. Subcontractor Professional Services Agreement
  - B. Board & AWR "Working Session" Update
  - C. Review and Consideration to Approve Vernon and Colby to Evaluate District Rules and Regulations Regarding Balance Report Language
  - D. Review and Consideration to Share Cost with Fiscal Court for A Grant Writer
  
- 10) Consider Motion to Convene into Closed Executive Session
  - A. RWI
  - B. AWR Contract
  
- 11) Consider Motion to Close Executive Session
  
- 12) Introduction of Guest-Five (5) Minute Maximum
  
- 13) Adjourn

Notice is hereby given that, subject to a motion duly made and adopted, the Board of Directors may hold an Executive Session subject to the laws of Kentucky.

**Martin County Water District  
Special Meeting of the Board of Directors  
December 17, 2024, Meeting Minutes**

**Presiding:** Tim Thoma  
**Present:** Directors: Nina McCoy, John Hensley, Vernon Robinson, Colby Kirk  
Staff: Brian Cumbo (Attorney), Todd Adams (DM), Colby May (LM),  
Cassandra Moore  
**Guests:** Steve Caudill, David Schrader

The Special Meeting of the Martin County Water District was held on December 17, 2024, at the Martin County Government Center, at 42 East Main St (2<sup>nd</sup> Floor), Inez, Kentucky 41224. Mr. Thoma called the meeting to order at 6:01 p.m.

**Mr. Thoma called for review of the November 26, 2024 Board Meeting minutes**

- Mr. Hensley motioned to accept the November 26, 2024 minutes
- Mr. Kirk seconded
- All ayes
- Motion carried

**Mr. Thoma requested discussion of the review and consideration of the Financial Reports**

- Mr. Adams detailed each report as submitted
- Mr. Hensley motioned to approve the Treasurer's report submitted
- Mrs. McCoy seconded
- Mr. Robinson abstained from voting
- Motion carried
- Mr. Adams presented Other Financials
- Mrs. McCoy motioned to approve Other Financials
- Mr. Kirk seconded
- All ayes
- Motion carried

**Mr. Thoma called for review and consideration to Approve Bills**

- Mr. Kirk motioned to approve the List of Bills
- Mr. Hensley seconded
- All ayes
- Motion carried

### **Mr. Thoma asked if there were any legal issues to discuss**

- Mr. Cumbo advised he had sent the approved letter to BSADD to pull Xylem Solution's Bond, but had not received anything back in response
- Mr. Thoma advised the Board that he reach out to Prestonsburg Utilities about negotiating rates. They have agreed to meet. Mr. Cumbo will submit amendment #3 defining what we are requesting.
- Mr. Cumbo asked the Board not to disconnect April Davis at this time. She has a leak on her side but is having issues with her neighbor related to the meter location and line placement. Mr. Thoma recommends to not shut off the water until rules and regulations have been verified. The board agreed.

### **Mr. Thoma called for review of the Operations Report**

- Mr. May presented the Operations Report

### **Mr. Thoma called for review of the MOR**

- Mr. May presented the monthly MOR

### **Mr. Adams presented an update of the water loss report**

- Water loss was reported at **53.79%** for the month of November 2024

### **Mr. Thoma presented the Board with the December Leak Adjustments**

- Mr. Hensley motioned to approve the December Leak Adjustments
- Mr. Robinson seconded
- All ayes
- Motion carried

### **Mr. Caudill presented an update on the capital projects report**

- Steve advised the Board that he spoke with the Corp of Engineers . The Corp of Engineers advised that they could not draw down the additional funds left in the accounts and use them for maintenance next year. It's a program violation to draw it down without them being a specific scope. They would entertain the funds all being used for something that was in the original scope, which includes the WTP and RWI and anything in Collins Creek
- Bell has been rerunning the hydraulics from the last meeting and shared them with the Chairman
- Bell recommends immediately replacing the 300hp motor on the small pump with 400hp motor. Use a portion of the remaining funds to pay Xylem to get the large pump and VFD back. This would help the District jump that obstacle them to stop using the diesel pump

- COLLINS CREEK- The Collins Creek project closeout documents are being finalized and circulated and preparing for the final certification
- MCWD MASTER WATER PLAN PHASE 1&2- Prepared a primary proposal and it was divided into two parts. The first part was for \$50,000 and the second part was for \$200,000. Those were sent to the Chairman. The Chairman sent a draft PSA to Mr. Cumbo to review for the District to start using
- ARC WATERLINE REPLACEMENT/TELEMETRY PROJECT- We are coordinating with the ADD, Alliance and the contractor to get two check valves, a new control panel and potentially a taller antenna installed when Microcomm returns to complete the work. Microcomm has been asked to provide an explanation for the taller antenna, along with a price if they purchase the check valves with no markup and Alliance installs them. The contractor confirmed receipt of the request. We are awaiting revised pricing and documentation for these items from the contractor. Once that is received, we will work to get them back onsite as soon as possible
- OTTO BROWN PUMP STATION AND LINE REPLACEMENT PROJECT- Plans have been submitted to AML for environmental review
- SETSER BRANCH UTILITY RELOCATION- The project is ongoing still. They may have to realign and bore from the other side
- FEMA BACKUP GENERATOR PROJECT- Project is ongoing tracking toward completion when interim project funding is secured
- KY 292 UTILITY RELOCATION- The project is currently out for bid

**Mr. Thoma inquired if there was any Other Old Business to discuss.**

- UTILITY RELOCATION AGREEMENTS- Mr. Cumbo advised the Board to pass a motion to ratify the agreements and approve those signatures after the fact
- Mr. Robinson motioned to ratify
- Mr. Hensley seconded
- All ayes
- Motion approved
- GENERATOR FUNDING- Mr. Kirk advised that he talked with KACo about getting two-year line of credit to help cover the upfront cost until FEMA could reimburse the District. The District would be on the hook for the interest only payments until FEMA could reimburse
- Mr. Thoma asked for a motion to approve the District to enter into a memorandum of understanding with the Fiscal Court that we would be on the hook for the payment
- Mr. Hensley motioned to approve the Memorandum of Understanding with the Fiscal Court
- Mr. Kirk seconded
- Mr. Robinson voted nay
- Motion approved
- Add to next meeting for the District to discuss sharing the cost of a grant writer with the Fiscal Court



- Mr. Thoma advised the Board that the MOU with Alliance on the LSL Agreement has been signed and approved
- Mr. Thoma asked for a motion to approve allowing him to sign the agreement assuming the Corp of Engineer approves these funds and BSADD applies it to the RWI to allow the moving of funds over and fix the intake problems
- Mr. Thoma asked for a motion for the Board to approve himself, Mr. Caudill, Mr. Adams, Alliance, Bell Engineering, and Mr. Cumbo to discuss the possibility of moving monies over, fix the intake problem, and move on
- Mr. Hensley motioned to approve Mr. Thoma, Mr. Caudill, Mr. Adams, Alliance, Bell Engineering, and Mr. Cumbo to discuss the possibility of moving monies over, fix the intake problem, and move on
- Mrs. McCoy seconded
- All ayes
- Motion carried

**Mr. Thoma inquired if there was any Other New Business to discuss.**

- Mr. Thoma asked for a motion to approve the 40 East AML WSRP MOA for signature
- Mr. Hensley motioned to approve the 40 East AML WSRP MOA for signature
- Mr. Robinson seconded
- All ayes
- Motion carried
- XYLEM PUMP STATUS- Mr. Thoma asked for a motion to approve him to sign the agreement with the Corp of Engineers to have the monies applied to the intended project to replace the 300hp with a 400hp, make sure the VFD is suitable, pay Xylem Solutions for current invoices owed, and take receipt of the equipment
- Mr. Hensley motioned to approve Mr. Thoma to sign the agreement with the Corp of Engineers to have the monies applied to the intended project to replace the 300hp with a 400hp, make sure the VFD is suitable, pay Xylem Solutions for current invoices owed, and take receipt of the equipment
- Mr. Kirk seconded
- All ayes
- Motion carried

**Executive session not required this meeting**

**Mr. Thoma requested a motion to adjourn.**

- Mr. Hensley motioned to adjourn the meeting at 7:36 p.m.
- Mrs. McCoy seconded
- All ayes
- Motion carried

Minutes approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Timothy Thoma, Chairman

\_\_\_\_\_  
Cassandra Moore, District Clerk

## Martin County Water District

### Balance Sheets

December 31, 2024

	12/31/24	12/31/23
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Checking Account - Operations	\$ 181,824.26	\$ 23,504.28
Revenue Fund - EFT	14,650.22	5,679.13
Debt Service Surcharge Fund	5,957.93	89,457.11
Management Infrastructure Surcharge Fund	9,897.77	1,000.10
Security Deposits	104,851.29	104,625.92
Cash on Hand	900.00	900.00
<b>Total Cash</b>	<b>318,081.47</b>	<b>225,166.54</b>
Accounts Receivable	331,141.93	338,357.08
Allowance for Doubtful Accounts	(26,724.74)	(20,000.00)
Unbilled Accounts Receivable	46,933.00	46,933.00
Inventory	4,249.44	4,249.44
Prepaid Expenses	7,685.27	5,611.34
<b>Total Current Assets</b>	<b>681,366.37</b>	<b>600,317.40</b>
<b>PROPERTY, PLANT, &amp; EQUIPMENT</b>		
Land	214,713.83	214,713.83
Water Supply & Distribution System	28,460,189.36	28,443,639.62
Buildings	500,263.89	500,263.89
Equipment & Furniture	6,193,030.00	6,176,819.96
Vehicles	47,635.45	47,635.45
Construction Work in Progress	333,133.88	289,779.08
Leased Assets	33,934.71	33,934.71
Less: Accumulated Amortization - ROU leased asset	(28,410.48)	(18,940.32)
Less: Accumulated Depreciation	(19,681,987.22)	(18,937,987.22)
<b>Net Property, Plant, &amp; Equipment</b>	<b>16,072,503.42</b>	<b>16,749,859.00</b>
<b>RESTRICTED CASH</b>		
Grant Fund	63.07	63.07
Sinking Fund - RD	13,813.37	7,624.21
Regions Sinking Fund	108,745.80	106,398.31
KIA Sinking Fund	5,762.23	7,243.32
KACO Sinking Fund	9,387.37	9,307.79
Depreciation Fund	1,022.72	1,022.48
Cost of Issuance Fund 2022	2,098.00	2,098.00
Certificate Fund - 2022 Debt Svc	-	20,282.14
Revenue Fund - 2022	-	3,547.09
Rt 40E Water Improvement Project	100.00	-
Accrued Interest Receivable	431.00	567.00
<b>Total Restricted Cash</b>	<b>141,423.56</b>	<b>158,153.41</b>
 <b>Total Assets</b>	 <b>\$ 16,895,293.35</b>	 <b>\$ 17,508,329.81</b>

## Martin County Water District

### Balance Sheets

December 31, 2024

	12/31/24	12/31/23
<b>LIABILITIES AND DISTRICT'S EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 605,482.02	\$ 338,306.44
Sales Tax Payable	2,662.65	2,358.66
School Tax Payable	6,271.74	6,604.20
Current Portion of Lease Liabilities	9,869.98	9,869.98
Long Term Debt-Current	50,691.96	1,413,827.60
Accrued Interest Payable	28,912.64	45,891.67
Customer Deposits	103,393.52	99,127.29
<b>Total Current Liabilities</b>	<b>807,284.51</b>	<b>1,915,985.84</b>
<b>LONG-TERM DEBT</b>		
Lease Liability - Rent	6,099.33	15,971.56
Note Payable - KIA	-	223,827.60
Lease Payable - KACO	11,221.96	26,221.96
Bonds Payable - 2015 E Current Refunding	1,520,000.00	1,585,000.00
Bonds Premium - 2015 E, Net of A/Amort	15,099.25	15,852.25
Bonds Payable - 2022 B	-	1,110,000.00
Note Payable - KIA WMAF	1,267,298.75	-
Bonds Premium - 2022 B, Net of A/Amort	-	329.31
Current Portion of Lease Liabilities	(9,869.98)	(9,869.98)
Less Current Portion of L-Term Debt	(50,691.96)	(1,413,827.60)
Other Inflow Resources - Pension	22,451.00	22,451.00
<b>Total Long-Term Debt</b>	<b>2,781,608.35</b>	<b>1,575,956.10</b>
<b>Total Liabilities</b>	<b>3,588,892.86</b>	<b>3,491,941.94</b>
<b>DISTRICT'S EQUITY</b>		
Retained Earnings (Deficit)	14,016,387.87	14,091,210.57
YTD Net Income	(709,987.38)	(74,822.70)
<b>Total District's Equity</b>	<b>13,306,400.49</b>	<b>14,016,387.87</b>
<b>Total Liabilities and District's Equity</b>	<b>\$ 16,895,293.35</b>	<b>\$ 17,508,329.81</b>

**Martin County Water District**  
**Statements of Revenues and Expenses**  
**Fiscal Year Jan 01 to Dec 31**  
**For the Month(s) Ending**  
**Actual vs Budget vs Prior Year**

<u>December, 2024</u>			<u>YTD</u>			
<u>Actual</u>	<u>Budget</u>	<u>P/Yr</u>	<u>Actual</u>	<u>Budget</u>	<u>P/Yr</u>	<u>Annual Budget</u>
			<b>Operating Revenues</b>			
\$ 171,231	\$ 175,837	\$ 135,468	\$ 2,119,565	\$ 2,110,000	\$ 2,092,431	\$ 2,110,000
29,491	29,163	34,287	418,013	350,000	383,309	350,000
23,411	10,417	6,088	129,277	125,000	132,655	125,000
-	33	27	530	400	437	400
-	2,215	2,000	18,076	26,580	26,543	26,580
6,146	4,587	7,082	77,982	55,000	72,576	55,000
1,690	1,955	659	32,826	23,465	22,468	23,465
8,628	8,913	8,747	104,009	107,000	104,847	107,000
15,484	15,673	15,699	186,662	188,081	188,176	188,081
20	-	1,019	980	-	2,700	-
<b>256,102</b>	<b>248,793</b>	<b>211,076</b>	<b>3,087,920</b>	<b>2,985,526</b>	<b>3,026,141</b>	<b>2,985,526</b>
			<b>Operating Expenses</b>			
-	-	(350,428)	(87)	-	(350,428)	-
2	2,500	5,787	46,616	30,000	30,180	30,000
168,507	168,507	218,052	2,022,084	2,022,084	2,071,629	2,022,084
115,074	-	-	115,074	-	-	-
40,755	-	-	40,755	-	-	-
29,217	27,913	20,846	278,114	335,000	228,442	335,000
2,138	2,500	1,381	29,183	30,000	21,603	30,000
23,425	9,167	95,753	400,506	110,000	456,205	110,000
-	83	38	407	1,000	663	1,000
3,395	833	700	13,195	10,000	7,950	10,000
-	-	-	8,125	8,000	7,985	8,000
3,750	3,750	(28,164)	45,000	45,000	17,669	45,000
-	-	-	900	500	900	500
432	385	423	5,148	4,620	4,734	4,620
330	344	294	6,427	4,130	4,233	4,130
-	837	-	25	10,000	25	10,000
-	-	-	4,703	-	3,863	-
120	125	119	1,917	1,500	2,036	1,500
15	55	1,120	(544)	660	1,883	660
301	5	6	7,687	65	88	65
<b>387,460</b>	<b>217,004</b>	<b>(34,073)</b>	<b>3,025,234</b>	<b>2,612,559</b>	<b>2,509,660</b>	<b>2,612,559</b>
<b>(131,357)</b>	<b>31,789</b>	<b>245,149</b>	<b>62,685</b>	<b>372,967</b>	<b>516,481</b>	<b>372,967</b>
			<b>Other Income (Expenses)</b>			
-	-	(16,373)	-	-	(14,728)	-
-	-	18,155	43,355	-	311,760	-
390	-	554	3,745	-	5,026	-
(4,280)	(8,337)	(10,168)	(62,885)	(100,000)	(107,972)	(100,000)
(726)	62	(395)	(8,388)	753	(4,764)	753
(61,000)	(65,000)	(65,626)	(744,000)	(780,000)	(780,626)	(780,000)
-	-	-	(4,500)	-	-	-
<b>(65,617)</b>	<b>(73,275)</b>	<b>(73,854)</b>	<b>(772,673)</b>	<b>(879,247)</b>	<b>(591,304)</b>	<b>(879,247)</b>
<b>\$ (196,974)</b>	<b>\$ (41,486)</b>	<b>\$ 171,295</b>	<b>\$ (709,987)</b>	<b>\$ (506,280)</b>	<b>\$ (74,823)</b>	<b>\$ (506,280)</b>

**Martin County Water District  
Inez, KY**

**Treasury Report**

<b>Billing Charges For the Month of:</b>	<b>Dec-24</b>	
Water Revenue		\$ 171,231.49
Water Revenue-Commercial		29,490.98
Water Revenue-Commercial Exempt		7,858.89
Late Charges		6,146.12
Sales Taxes		2,216.22
Debt Service Surcharge		8,628.02
School Tax		6,323.46
Management Infrastructure Surcharge		15,484.46
Returned Check		520.90
Interest on Customer Deposits		(301.34)
Connection Fees		-
Other Miscellaneous Fees		1,690.21
Deposits Applied		(1,465.00)
Refund Checks Paid		105.72
<b>Total Billing Charges</b>		<b>\$ 247,930.13</b>
<b>Gallons Billed</b>		<b>11,722,450</b>
<b>Customers Billed</b>		<b>3,344</b>

<b>Accounts Receivable</b>	<b>Dec-24</b>	
Beginning Balance		385,404.21
Billing Charges		247,930.13
Bad Debt (Write Offs) Recoveries		(43,780.28)
Accounts Receivable Collections		(258,905.59)
<b>End of Month Accounts Receivable</b>		<b>330,648.47</b>

<b>Operations Account</b>		
Beginning Balance		\$ 48,909.51
Deposits		
Accounts Receivable Collections		258,905.59
Accounts Receivable Collections - Pmts in EFT Revenue Account		(125,739.35)
Sewer Billing Collections in Water Bank Acct - Due to MCS		92,437.94
Customer Deposits Received		1,420.00
Miscellaneous Income (Barrels)		20.00
Prestonsburg Utilities		15,552.20
Transfers from Other District Accts		118,500.00
Void Rain for Rent Ck# 11557		14,645.56
Total Deposits		375,741.94
Disbursements:		
Checks Written		(97,852.21)
Pmts made to Sanitation for A/R Collections		(67,914.06)
Transfers to Other District Accts		(42,942.30)
Auto Drafted Utilities		(24,770.22)
Sales and School Tax Payments		(9,208.38)
Returned Checks		(125.02)
Bank Fees		(15.00)
<b>End of Month Balance</b>		<b>\$ 181,824.26</b>
Cash Receipts Collected To Date in:	<b>Jan-25</b>	241,224.03
Bills Submitted for Payment in:	<b>Jan-25</b>	(256,563.57)
<b>Available Balance</b>	<b>3A-4</b>	<b>166,484.72</b>

**Martin County Water District  
Inez, KY  
Treasury Report  
Summary of Cash & Investments  
December 31, 2024**

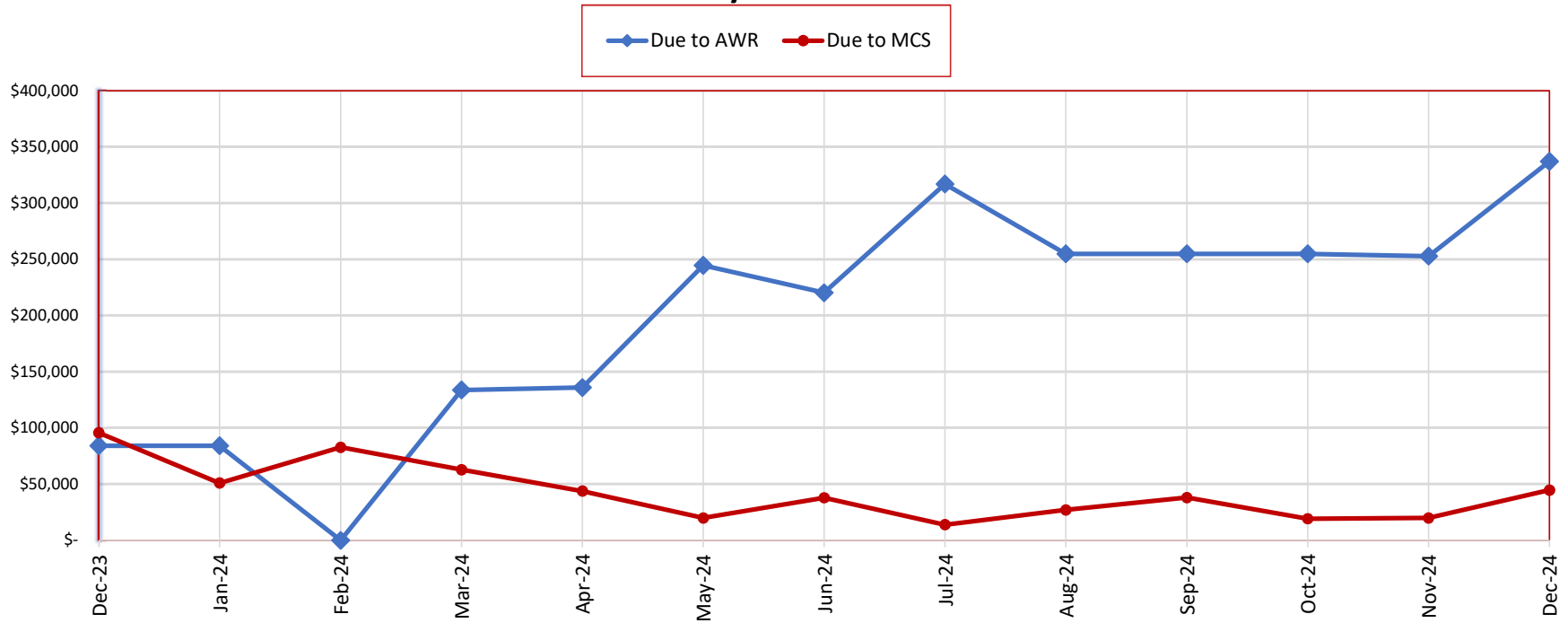
<b>Bank Account</b>	<b>Beginning Balance</b>	<b>Deposits</b>	<b>Interest Earned, Net of Fees</b>	<b>Payments</b>	<b>Ending Balance</b>
Operations Account	\$ 48,909.51	375,741.94	-	(242,827.19)	\$ 181,824.26
Revenue EFT Account	7,883.75	125,739.35	-	(118,972.88)	14,650.22
Debt Service Surcharge	1,000.09	8,399.03	0.09	(3,441.28)	5,957.93
Management Infrastructure Surcharge	1,000.16	15,073.27	0.15	(6,175.81)	9,897.77
Security Deposits	102,727.76	2,224.79	4.46	(105.72)	104,851.29
Cash on Hand	900.00	-	-	-	900.00
<b>Total Unrestricted Cash</b>	<b>162,421.27</b>	<b>527,178.38</b>	<b>4.70</b>	<b>(371,522.88)</b>	<b>318,081.47</b>
<b>Restricted Cash</b>					
ARC Grant	63.07	-	-	-	63.07
Rockhouse Project	13,241.60	10,800.00	-	(10,228.23)	13,813.37
Regions Bank-KY 2015E Martin County	98,173.76	10,228.23	343.81	-	108,745.80
KIA Bond & Interest	5,794.61	5,600.00	0.06	(5,632.44)	5,762.23
KY Assoc of Counties Leasing Trust	8,485.34	1,000.00	0.15	(98.12)	9,387.37
Depreciation Reserve	1,022.70	-	0.02	-	1,022.72
Rt 40E Water Improvement Project	100.00	-	-	-	100.00
Cost of Issuance Fund 2022	2,098.00	-	-	-	2,098.00
<b>Total Restricted Cash</b>	<b>128,979.08</b>	<b>27,628.23</b>	<b>344.04</b>	<b>(15,958.79)</b>	<b>140,992.56</b>
<b>Total Cash &amp; Investments</b>	<b>\$ 291,400.35</b>	<b>554,806.61</b>	<b>348.74</b>	<b>(387,481.67)</b>	<b>\$ 459,074.03</b>

**Martin County Water District  
Billing Summary**

Date	Billed		Gallons (000'S)	Billed # of Customers	Payments Received
	Revenue	YTD Total			
Dec-24	210,906	2,702,814	11,722	3,344	258,906
Nov-24	218,870	2,491,908	12,765	3,351	242,158
Oct-24	215,603	2,273,038	12,297	3,340	270,257
Sep-24	232,908	2,057,435	14,246	3,340	257,015
Aug-24	226,147	1,824,527	13,402	3,350	291,261
Jul-24	252,695	1,598,380	15,960	3,354	265,909
Jun-24	242,641	1,345,685	15,002	3,360	257,337
May-24	216,837	1,103,043	12,467	3,358	237,602
Apr-24	213,974	886,207	12,086	3,364	251,226
Mar-24	212,057	672,233	11,811	3,363	272,363
Feb-24	248,544	460,176	14,796	3,368	242,010
Jan-24	211,632	211,632	11,527	3,363	256,105
Dec-23	220,140	2,660,623	12,672	3,382	243,624



### Martin County Water District



**AMENDMENT TO AGREEMENT MADE DECEMBER 18, 2019  
BY AND BETWEEN THE MARTIN COUNTY WATER DISTRICT AND  
ALLIANCE WATER RESOURCES, INC.**

WITNESSETH

WHEREAS, on November 20, 2019, MARTIN COUNTY WATER DISTRICT (hereinafter referred to as "Utility") and ALLIANCE WATER RESOURCES, INC., a Missouri corporation (hereinafter referred to as "Alliance") entered into an agreement relative to the operation and maintenance of the District's water utilities, and

NOW THEREFORE, for mutual consideration, each by the other received, the parties agree that the prior agreement is modified, altered, and revised in the following respects only:

1. Section 6.1 of the December 18, 2019, Agreement is hereby revised to read: Utility shall pay Alliance a Monthly Base Fee of **\$168,507.00** for services rendered as described in the Original Agreement from December 18, 2019. For the year 1 January 2025 through 31 December 2025, the monthly Base Fee includes a Repair Limit of **\$8,333.33** per month (\$100,000 Annually) and a Chemical Limit of **\$9,166.67** per month (\$110,000 Annually) as described in this Agreement.

IN WITNESS WHEREOF, the parties have agreed and executed this amendment this 28<sup>th</sup> day of January 2025.

ATTEST:

MARTIN COUNTY WATER DISTRICT

\_\_\_\_\_

By: Board Chairman

District Clerk

\_\_\_\_\_

ATTEST:

ALLIANCE WATER RESOURCES, INC

Secretary \_\_\_\_\_

By: President \_\_\_\_\_

**Martin County Water District, Inez KY**  
**List of Bills for Consideration**  
**28-Jan-25**

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
<b>Operations Account</b>		
1 AEP	Electric (26 bills) Estimated	\$ 26,556.49
2 Big Sandy RECC	Electric (9 bills) Estimated	\$ 2,476.92
3 Paintsville Utilities	Electric for token (11/04/24 to 12/04/2024) Estim	\$ 41.56
4 Martin County Public Library	Rent (Feb)	\$ 868.08
5 Martin County Water District	Sanitation (Dec)	\$ 141.67
6 Sales tax	12/2024 (estimated)	\$ 2,179.59
7 School tax	12/2024 (estimated)	\$ 6,327.17
8 Alliance Water Resources	1/1/25-1/15/25 O&M services	\$ 84,253.50
9 Alliance Water Resources	1/16/25-1/31/25 O&M services	\$ 83,760.04
10 Brian Cumbo	Legal Fees	\$ 3,395.00
11 Management Inf. Surcharge	Estimated (actual collected will be paid)	\$ 15,073.27
12 Debt Service Surcharge	Estimated (actual collected will be paid)	\$ 8,399.03
13 Kentucky Underground	811 Services (Dec)	\$ 120.00
14 Estech Systems	Phone System (Dec)	\$ 228.40
15 NexBillPay	Fees (Dec)	\$ 75.00
16 H&E Equipment Services	Pump Rental	\$ 739.50
17 Jones Oil Company	Diesel Fuel	\$ 8,277.29
18 Jones Oil Company	Diesel Fuel	\$ 8,599.33
19 Buchanan Pump Service & Supply	292 Booster Pump Station	\$ 4,526.47
21 Tug Valley Service & Supply, LLC	60HP Motor	\$ 3,986.02
22 Buchanan Pump Service & Supply	40 W Booster Station	\$ 6,585.00
23 Kentucky Rural Water Association	Compliance Annual Enrollment	\$ 2,280.00
24 Hostway	Domain Name Renewal	\$ 24.95
25 Rain for Rent	Pump Rental Service	\$ 1,167.74
26 Rain for Rent	Pump Rental Cleaning Fee	\$ 765.00
27 Rain for Rent	Pump Rental	\$ 9,187.13
28 Mountain Water District	Purchased Water	\$ 1.72
<b>TOTAL</b>		<b>\$ 280,035.87</b>

<b>Operations Account - Debt Service Funding</b>		<b>Transfer Amounts</b>
1 KIA	Monthly funding for KIA Bond/Loan	\$ 5,700.00
2 KACo	Monthly funding for lease payment	\$ 1,000.00
3 KRW/Regions Bank	Monthly funding for loan	\$ 10,800.00
<b>TOTAL</b>		<b>\$ 17,500.00</b>

**TOTAL OPERATIONS**

**\$ 297,535.87**

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**Security Deposit Account**

**Customer**

1	Opal & Ash Photography, LLC	Deposit refund due to customer	\$	102.26
2	Herbert Brown II	Deposit refund due to customer	\$	6.32
3	Harold Fletcher	Deposit refund due to customer	\$	121.60
4	Jennifer Enyart	Deposit refund due to customer	\$	22.50
	<b>TOTAL</b>		<b>\$</b>	<b>252.68</b>

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## Martin County Water District

### OUR MISSION

*We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management, and financial oversight, and ensured regulatory compliance.*

**Alliance Water Resources, Inc.**

**206 S. Keene  
 St. Columbia,  
 MO 65201**

**(573) 874-8080**

**January 2025**

#### Administrative

Anthony Prater passed the Distribution Class I Certification Exam

#### Water Treatment

WTP to Distribution

October Average – 1.31 MG Daily

November Average- 1.24 MG Daily

December Average- 1.33 MG Daily

WTP is currently averaging 1.40 MG Daily

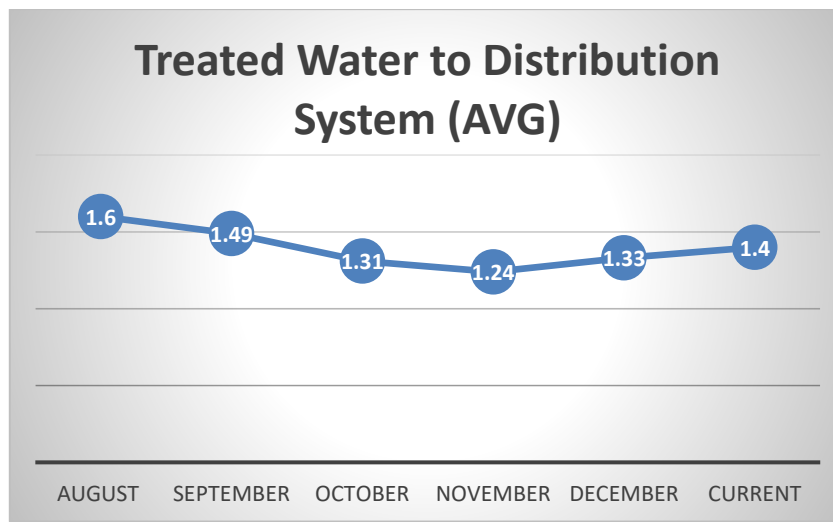
Made repairs to Clarifier 1 chain drive and Clarifier 2 drive motor shaft

Installed new UPS battery backups for plant SCADA computers

Two new heaters inside the WTP installed

Installed heat lamp inside the Clearwell Tank transducer pit to prevent freezing

Pumped 3.05 MG to the Airport Tank (Prison) in the month of December





## **Distribution**

Leak detection program identified 26 new leaks in December

Fixed a total of 33 water leaks in the distribution system – Estimated 4.94 MG

Road bore machine- Previously out of service and is now operational

Installed new battery backup at Marcus Wells Tank – This is the main receiving point for all SCADA in the distribution system. This allowed us to have communication to all remote tank sites during the power outages.

Installed new Microcomm boards in SCADA control panels at Big Elk Tank and Marcus Wells Tank. New radios were installed in Big Elk, Airport, and Marcus Wells Tanks.

Motor for pump 1 in Davella BPS went down and was sent for rebuild

Installed new pump and pressure switch in Bone Hollow BPS

Took apart control valve at 40E pump station & installed new seals (valve not holding and water backflowing thru station) – (ASCO Valve Received)

New pump for 292 BPS received

A new pump for 40W BPS has been received and installed

Setser Br. Relocation project has been completed

## **Regulatory**

The Martin County Water Treatment Plant performs operational water quality monitoring to ensure compliance with all state and federal safe drinking water act requirements, including chlorine, fluoride, iron, pH, manganese, solids, turbidity, and bacteriological analysis. All parameters were within compliance.



**Martin County Water District**  
**Water Plant Operation**

**December 2024**

<b>Water Pumped</b>	
Raw Water Treated (gallons)	42,352,000
Finished Water Treated (gallons)	41,403,000
Total Water Metered/Billed (gallons)	11,722,000
Water Plant Usage (gallons)	157,200
Backwash Water Usage (gallons)	433,000
Raw Water Average Daily Flow Treated (gallons)	1,366,194
Raw Water Maximum Daily Flow Treated (gallons)	1,528,000
Fluoride Used (lbs.)	307.1
Chlorine Used (lbs.)	1,352.6
Lab Tests	3,815

**Water Quality Analysis**

**December 2024**

<b>Test</b>	<b>Routine</b>	<b>Special</b>	<b>Repeat</b>
Bacteriological	10 (Pass)	10 (Pass)	2
		<b>Reported</b>	<b>Minimum Limit</b>
Fluoride (Plant Sample)	31	0.79 mg/l Average	0.6 mg/l
Chlorine (Distribution Sample)	Total- 33 Free- 33	<b>Low Readings</b> Total - 0.65mg/L Free – 0.57mg/L	0.2 mg/l

## Customer Service Request and Work Orders

Meter Reads	3,295
Meter Sets	19
Turn offs-Close account	21
Taps	2
Meter Changes	12
Disconnects for Non-payment	31
Boil Notices	6
Line Locates	76
Water Leaks/Breaks	17
Other/Investigates	190





## Martin County Water District

### Water Main & Service Line Breaks

Date	Location of Leak or Line Break	Calculated Loss for Month
12/3/24	Old Route 3	354,523
12/4/24	19 Spring Br	23,635
12/4/24	25 Lazy Ln	472,698
12/5/24	3590 Blacklog Rd	157,566
12/5/24	100 Kirk Plz	21,446
12/5/24	17 Upper Alpha	7,878
12/6/24	56 Sunset Ln	19,696
12/6/24	215 Coldwater Rd	19,696
12/6/24	692 Wooten Rd	21,446
12/7/24	1428 S Wolf Crk	78,783
12/7/24	231 Mudford Rd	39,391
12/9/24	3344 Blacklog Rd	78,783
12/12/24	17 Spence MT	31,075
12/12/24	57 Garland Spence Dr	59,087
12/13/24	Little Blacklog	157,566
12/15/24	Sweetwater	78,783
12/16/24	231 Mudford Rd	643,380
12/17/24	200 Creekwood Est	39,391
12/19/24	61 Twin Br	19,696
12/19/24	282 Mudford Rd	11,817
12/20/24	35 Mckinney Rd	39,391
12/20/24	850 Coldwater Rd	39,391
12/23/24	74 Upper Fluty Lick Rd	275,740
12/24/24	Old Route 3	39,391
12/24/24	28 Eli Crum Ln	1,181,745
12/26/24	30 W Main St	59,087
12/27/24	3743 Hode Rd	39,391
12/27/24	21 Spence Mt	31,075
12/27/24	147 Mountain Enterprise Dr	39,391
12/27/24	652 Preece Rd	39,391
12/30/24	372 McGinnis Dr	157,566
12/30/24	104 E Main St	643,380
12/31/24	272 Camp Br	19,696

<b>Total Gallons Lost Due to Line Breaks:</b>	<b>4,940,975</b>
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### Repair Expenses Ending November 2024

<b>Expended</b>	<b>Actual YTD</b>	<b>Annual Budget</b>	<b>% Budget / Line Item</b>
Bldg. & Grounds Maintenance	\$712	\$5,000	14 %
Vehicle Maintenance	\$39,241	\$20,000	196 %
Water Plant Maintenance	\$7,365	\$7,000	105 %
Distribution System Maintenance	\$152,907	\$50,000	306 %
Water Meter Maintenance	\$6,524	\$10,000	65 %
Street Maintenance	\$0	\$8,000	0%
<b>Totals</b>	<b>\$206,748</b>	<b>\$100,000</b>	<b>207 %</b>

### Chemical Expenses Ending November 2024

<b>Expended</b>	<b>Actual YTD</b>	<b>Annual Budget</b>	<b>% Budget / Line Item</b>
Sodium Bisulfite	\$10,699	\$0.00	
Sodium Hydroxide	\$7,643	\$11,000	69 %
Caustic Detergent	\$226	\$0.00	
Polymer	\$2,622	\$15,000	17 %
Alum (DELPAC)	\$40,855	\$30,000	136 %
Chlorine	\$44,648	\$20,000	223 %
Permanganate	\$17,706	\$19,000	93 %
Fluoride	\$5,165	\$7,000	74 %
Chemicals Other - Water	\$12,028	\$8,000	150 %
<b>Totals</b>	<b>\$141,592</b>	<b>\$110,000</b>	<b>129 %</b>

Notes:

- 1) Building & Grounds Maintenance
  - a. \$0.00
  
- 2) Vehicle Maintenance
  - a. Advance Auto \$439.88
  - b. Oil Changers \$97.91
  - c. Capital Tire \$2,771.11
  - d. Middlefork Service \$864.13
  - e. Carbon Auto \$900.74
  
- 3) Water Plant Maintenance
  - a. Harbor Freight \$265.99
  - b. Lowes \$83.15
  - c. Rural King \$79.47
  - d. Advanced Auto \$44.39
  - e. Evans Hardware \$12.16
  
- 4) Well Maintenance
  - a. \$0.00
  
- 5) Distribution System Maintenance
  - a. Consolidated Pipe & Supply \$2,165.86
  - b. Rural King \$148.39
  - c. Lowes \$857.42
  - d. WIL MIK \$59.63
  
- 6) Meter Maintenance
  - a. \$0.00
  
- 7) Sodium Bisulfite
  - a. CITCO Water \$1,586.63
  
- 8) Sodium Hydroxide
  - a. \$0.00
  
- 9) Caustic Detergent
  - a. \$0.00
  
- 10) Polymer
  - a. \$0.00



## **Martin County Water District**

- 11) Alum (DELPAC)
  - a. CITCO Water \$3,284.63
  
- 12) Chlorine
  - a. CITCO Water \$2,222.93
  
- 13) Sodium Permanganate
  - a. CITCO Water \$1,041.52
  
- 14) Fluoride
  - a. \$0.00
  
- 15) Chemicals Other – Water
  - a. CITCO Water \$889.66



KENTUCKY DIVISION OF WATER
DRINKING WATER BRANCH

Revised 1/24/21

appears if there are comments

MONTHLY OPERATION REPORT (MOR)--ALL WATER SYSTEMS

MONTH & YEAR (mm/yyyy)

12/2024

Indicate one with "X"

X

SURFACE WATER

GROUNDWATER

PURCHASE/DISTRIBUTE ONLY

Complete Annual Report Page

Form containing PWS ID, PLANT NAME, AGENCY INTEREST, SOURCE NAME, OPERATOR(S) RESPONSIBLE, CLASS, CERTIFICATION NUMBER, and DISTRIBUTION information.

THIS REPORT MUST BE RECEIVED BY THE DIVISION OF WATER AND APPLICABLE FIELD OFFICE NO LATER THAN 10 DAYS AFTER THE END OF THE MONTH.

TREATMENT PLANTS COMPLETE:

- 1. DESIGN CAPACITY (gpm): 1667
2. TYPE OF FILTRATION USED: Dual media
3. DESIGN FILTRATION RATE (gpm/sq. ft.): 2.66
4. PERCENT BACKWASH WATER USED: 1.0%
5. DATE FLOCCULATION BASIN(S) LAST CLEANED: #1 1/13/24 #2 - 3/18/10 #3 - 9/11/24
6. DATE SETTLING BASIN(S) LAST CLEANED:

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein. Based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. See KRS 224.99-010 and 401 KAR 8:020. (Penalties under this statute and regulation may include fines up to \$25,000 per violation or by imprisonment for not more that one year, or both).

X

Signature line

Signature line

Date

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

KENTUCKY DIVISION OF WATER - DRINKING WATER BRANCH  
 WATER TREATMENT PLANT - MONTHLY OPERATING REPORT

PWS ID : KY0800273  
 PLANT ID: A

REPORT MONTH/YEAR: 12/2024  
 PAGE 1 OF 11

**APPLICABLE TO ALL PLANTS**

DAY	RAW WATER TREATED GALLONS	HOURS PLANT OPERATED	COAGULANT Del Pac		COAGULANT		pH ADJUSTMENT		DISINFECTANT Pre		DISINFECTANT Post	
			LBS	PPM	LBS	PPM	LBS	PPM	LBS	PPM	LBS	PPM
1	1,282,000	24.0	194.56	18.2	4.20	0.4			19.21	1.8	25.93	2.4
2	1,307,000	24.0	194.56	17.8	4.20	0.4			19.21	1.8	25.93	2.4
3	1,481,000	24.0	256.00	20.7	4.20	0.3			21.71	1.8	28.26	2.3
4	1,528,000	24.0	256.00	20.1	4.20	0.3			22.09	1.7	31.72	2.5
5	1,299,000	24.0	194.56	18.0	4.20	0.4			22.09	2.0	21.11	1.9
6	1,354,000	24.0	122.88	10.9	4.20	0.4			22.09	2.0	18.25	1.6
7	1,343,000	24.0	102.40	9.1	4.20	0.4			22.09	2.0	21.60	1.9
8	1,319,000	24.0	92.16	8.4	4.20	0.4			22.09	2.0	21.60	2.0
9	1,311,000	23.0	133.12	12.2	4.20	0.4			21.17	1.9	20.84	1.9
10	1,443,000	24.0	92.16	7.7	2.10	0.2			22.09	1.8	21.60	1.8
11	1,412,000	24.0	92.16	7.8	4.20	0.4			21.29	1.8	23.42	2.0
12	1,398,000	24.0	71.68	6.1	4.20	0.4			20.17	1.7	21.60	1.9
13	1,387,000	24.0	61.44	5.3	4.20	0.4			19.21	1.7	21.60	1.9
14	1,504,000	24.0	122.88	9.8	4.20	0.3			19.21	1.5	23.58	1.9
15	1,451,000	24.0	133.12	11.0	4.20	0.3			19.21	1.6	25.93	2.1
16	1,413,000	24.0	122.88	10.4	4.20	0.4			19.21	1.6	25.93	2.2
17	1,431,000	24.0	133.12	11.2	4.20	0.4			19.21	1.6	25.93	2.2
18	1,371,000	24.0	122.88	10.7	4.20	0.4			19.21	1.7	24.50	2.1
19	1,288,000	24.0	133.12	12.4	4.20	0.4			19.21	1.8	24.50	2.3
20	1,320,000	24.0	194.56	17.7	4.20	0.4			19.21	1.7	22.98	2.1
21	1,303,000	24.0	184.32	17.0	4.20	0.4			18.90	1.7	24.50	2.3
22	1,283,000	24.0	194.56	18.2	4.20	0.4			17.76	1.7	24.50	2.3
23	1,318,000	24.0	194.56	17.7	4.20	0.4			17.76	1.6	24.50	2.2
24	1,445,000	24.0	194.56	16.1	4.20	0.3			17.76	1.5	24.81	2.1
25	1,354,000	24.0	256.00	22.7	4.20	0.4			17.76	1.6	25.02	2.2
26	1,346,000	24.0	184.32	16.4	4.20	0.4			17.76	1.6	24.50	2.2
27	1,394,000	24.0	327.68	28.2	4.20	0.4			17.76	1.5	24.50	2.1
28	1,392,000	24.0	256.00	22.1	4.20	0.4			17.76	1.5	24.50	2.1
29	1,391,000	24.0	256.00	22.1	4.20	0.4			17.76	1.5	24.50	2.1
30	1,276,000	24.0	256.00	24.1	4.20	0.4			17.76	1.7	24.50	2.3
31	1,208,000	24.0	317.44	31.5	4.20	0.4			17.76	1.8	24.50	2.4
TOTAL	42,352,000	743.0	5447.7		128.1				605.5		747.1	
AVERAGE	1,366,194	24.0	175.7	15.5	4.1	0.4			19.5	1.7	24.1	2.1
MAX	1,528,000											

NUMBER DAYS IN OPERATION

31

KENTUCKY DIVISION OF WATER - DRINKING WATER BRANCH  
 WATER TREATMENT PLANT - MONTHLY OPERATING REPORT

**APPLICABLE TO ALL PLANTS**

PWS ID : KY0800273

PLANT ID: A

REPORT MONTH/YEAR: 12/2024

PAGE 2 OF 11

CHEMICALS ADDED														
DAY	DISINFECTANT		FLUORIDE		CARBON		pH ADJUSTMENT		KMnO <sub>4</sub>		CORROSION INHIBITOR		Mainstream Copper Sulfate	
	LBS	PPM	LBS	PPM	LBS	PPM	Post		LBS	PPM	LBS	PPM	LBS	PPM
							LBS	PPM						
1	45.14	4.2	9.89	0.9	125.50	11.7			6.24	0.6			12.67	1.2
2	45.14	4.1	9.89	0.9	125.50	11.5			6.24	0.6			12.67	1.2
3	49.97	4.0	9.89	0.8	125.50	10.2			6.24	0.5			12.67	1.0
4	53.81	4.2	10.82	0.8	125.50	9.8			4.03	0.3			12.67	1.0
5	43.20	4.0	9.89	0.9	125.50	11.6							12.67	1.2
6	40.34	3.6	9.89	0.9	125.50	11.1							12.67	1.1
7	43.69	3.9	9.89	0.9									3.17	0.3
8	43.69	4.0	9.89	0.9										
9	42.01	3.8	9.48	0.9					3.12	0.3				
10	43.69	3.6	9.89	0.8	125.50	10.4			6.24	0.5				
11	44.71	3.8	9.89	0.8	125.50	10.7			6.24	0.5				
12	41.77	3.6	9.89	0.8	125.50	10.8			6.24	0.5				
13	40.81	3.5	9.89	0.9	125.50	10.8			6.24	0.5				
14	42.79	3.4	9.89	0.8	125.50	10.0			6.24	0.5				
15	45.14	3.7	9.89	0.8	125.50	10.4			6.24	0.5				
16	45.14	3.8	9.89	0.8	125.50	10.6			6.24	0.5				
17	45.14	3.8	9.89	0.8	125.50	10.5			6.24	0.5				
18	43.71	3.8	9.89	0.9	125.50	11.0			6.24	0.5				
19	43.71	4.1	9.89	0.9	125.50	11.7			6.24	0.6				
20	42.19	3.8	9.89	0.9	125.50	11.4			6.24	0.6				
21	43.40	4.0	9.89	0.9	125.50	11.5			6.24	0.6				
22	42.26	3.9	9.89	0.9	125.50	11.7			6.24	0.6				
23	42.26	3.8	9.89	0.9	125.50	11.4			6.24	0.6				
24	42.57	3.5	9.89	0.8					6.24	0.5				
25	42.78	3.8	9.89	0.9					6.24	0.6				
26	42.26	3.8	9.89	0.9					6.24	0.6				
27	42.26	3.6	9.89	0.9					6.24	0.5				
28	42.26	3.6	9.89	0.9					6.24	0.5				
29	42.26	3.6	9.89	0.9					6.24	0.5				
30	42.26	4.0	9.89	0.9					6.24	0.6				
31	42.26	4.2	9.89	1.0					6.24	0.6				
TOTAL	1352.6		307.1		2510.0				163.2				79.2	
AVERAGE	43.6	3.8	9.9	0.9	125.5	10.9			6.0	0.5			11.3	1.0

KENTUCKY DIVISION OF WATER - DRINKING WATER BRANCH  
 WATER TREATMENT PLANT - MONTHLY OPERATING REPORT

PWS ID : KY0800273  
 PLANT ID: A

**APPLICABLE TO ALL PLANTS**

REPORT MONTH/YEAR: 12/2024

PAGE 3 OF 11

ANALYTICAL RESULTS (mg/L OR PPM UNLESS OTHERWISE SPECIFIED)														
DAY	pH			TOTAL ALKALINITY		TOTAL HARDNESS		CHLORINE RESIDUAL				TURBIDITY (NTU)		
	RAW	TOP OF FILTER	TAP	RAW	TAP	RAW	TAP	TOP OF FILTER		PLANT TAP		RAW	SETTLED WATER	PLANT TAP
								TOTAL	FREE	TOTAL	FREE			
1	8.09	8.05	7.96	156	164	239	238	0.71	0.60	2.03	1.97	1.60	0.58	0.11
2	8.11	8.08	7.99	158	163	241	239	0.64	0.56	1.91	1.85	1.29	0.59	0.12
3	8.15	8.10	8.01	161	165	243	240	0.63	0.56	2.00	1.96	1.44	0.71	0.12
4	8.13	8.07	7.97	163	166	245	243	0.64	0.59	2.13	2.09	1.71	0.76	0.12
5	8.10	8.10	7.93	166	168	248	247	0.86	0.81	2.06	2.03	1.36	0.61	0.12
6	8.08	8.13	7.94	158	160	256	257	0.74	0.72	1.86	1.84	1.81	0.63	0.12
7	8.20	8.21	8.06	160	161	252	254	0.73	0.69	1.99	1.98	1.66	0.63	0.12
8	8.17	8.16	8.06	162	164	255	259	0.79	0.73	2.04	2.01	1.51	0.65	0.11
9	8.17	8.14	8.06	162	168	260	262	0.71	0.66	2.02	1.93	1.49	0.62	0.11
10	8.10	8.12	8.03	166	170	262	265	0.65	0.59	1.86	1.81	1.37	0.73	0.11
11	8.14	8.12	8.05	161	164	246	250	0.71	0.67	1.89	1.86	1.43	0.70	0.11
12	8.19	8.20	8.10	160	162	245	249	0.82	0.76	1.95	1.88	1.58	0.58	0.10
13	8.18	8.14	8.06	151	159	238	235	0.73	0.65	1.98	1.95	1.70	0.61	0.11
14	8.12	8.14	8.06	148	155	230	226	0.73	0.65	1.89	1.84	1.96	0.63	0.13
15	8.18	8.16	8.08	149	155	225	227	0.64	0.54	1.97	1.86	2.00	0.69	0.13
16	8.21	8.16	8.09	149	165	225	228	0.77	0.66	2.03	1.98	2.08	0.63	0.12
17	8.13	8.10	8.04	151	163	227	230	0.82	0.75	1.81	1.75	1.77	0.62	0.11
18	8.10	8.10	8.05	153	163	228	231	0.94	0.80	1.98	1.90	1.77	0.70	0.11
19	8.14	8.12	8.05	148	150	217	221	0.81	0.71	2.16	2.07	2.24	0.74	0.12
20	8.11	8.10	8.06	150	151	223	226	0.56	0.55	1.88	1.83	2.62	0.58	0.14
21	8.14	8.08	8.00	141	146	217	216	0.66	0.59	2.01	1.97	2.36	0.62	0.14
22	8.11	8.10	8.01	141	151	218	209	0.57	0.48	2.04	1.97	2.72	0.64	0.13
23	8.11	8.08	8.01	143	150	216	208	0.63	0.59	1.96	1.93	2.44	0.69	0.12
24	8.09	8.06	7.99	144	152	214	210	0.51	0.45	1.77	1.73	2.40	0.66	0.13
25	8.08	8.11	7.99	141	150	212	209	0.57	0.52	1.90	1.87	2.49	0.58	0.12
26	8.12	8.09	8.01	130	143	211	212	0.68	0.57	1.82	1.77	3.38	0.71	0.13
27	8.11	8.04	8.00	135	140	206	207	0.62	0.50	1.85	1.77	2.79	1.28	0.13
28	8.12	8.09	7.99	138	141	207	209	0.67	0.60	1.77	1.71	2.63	1.31	0.12
29	8.10	8.08	7.95	151	139	207	208	0.68	0.61	1.83	1.78	3.22	1.22	0.13
30	7.98	7.94	7.85	149	140	205	207	0.61	0.55	1.81	1.78	2.55	1.10	0.12
31	8.01	7.91	7.81	150	142	206	209	0.65	0.60	1.93	1.89	2.47	1.17	0.11
AVERAGE	8.12	8.10	8.01	151.45	155.81	229.81	230.03	0.69	0.62	1.94	1.89	2.06	0.74	0.12



## Surface Water Plants Only

KENTUCKY DIVISION OF WATER  
DRINKING WATER BRANCH  
WATER TREATMENT PLANT MONTHLY OPERATION REPORT

PWS ID : KY0800273  
PLANT ID: A  
AGENCY INTEREST: 2987  
REPORT MONTH/YEAR: 12/2024

AREA-WIDE OPTIMIZATION PROGRAM TURBIDITY DATA

COPY PAGE AS NEEDED

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ANALYTICAL RESULTS (NTU)															
DAY	RAW DAILY MAXIMUM	SEDIMENTATION BASIN EFFLUENT DAILY MAXIMUM						INDIVIDUAL FILTER EFFLUENT DAILY MAXIMUM							CFE DAILY MAXIMUM
		#1	#2	#3	#4	#5	#6	#1	#2	#3	#4	#5	#6	#7	
1	1.60	0.63	0.57	0.88				0.18	0.06	0.08	0.07	0.08	0.05		0.06
2	1.29	0.77	0.46	0.80				0.17	0.06	0.08	0.07	0.09	0.05		0.06
3	1.44	0.90	0.95	0.75				0.20	0.12	0.08	0.08	0.09	0.08		0.07
4	1.71	1.06	0.85	0.83				0.19	0.06	0.08	0.11	0.10	0.06		0.07
5	1.36	0.94	0.65	0.77				0.19	0.06	0.08	0.10	0.09	0.04		0.07
6	1.81	0.89	0.69	0.77				0.24	0.06	0.08	0.13	0.10	0.05		0.07
7	1.66	0.73	0.59	0.86				0.10	0.06	0.09	0.14	0.08	0.04		0.08
8	1.51	0.73	0.59	0.88				0.10	0.06	0.09	0.14	0.08	0.08		0.07
9	1.49	0.64	0.66	0.88				0.10	0.14	0.18	0.10	0.10	0.06		0.12
10	1.37	1.05	0.67	1.09				0.10	0.13	0.10	0.09	0.08	0.04		0.07
11	1.43	0.89	0.93	1.12				0.09	0.06	0.17	0.09	0.08	0.05		0.06
12	1.58	0.57	0.52	1.04				0.10	0.05	0.12	0.08	0.10	0.05		0.07
13	1.70	0.65	0.62	1.24				0.10	0.05	0.10	0.08	0.10	0.13		0.07
14	1.96	0.62	0.49	1.30				0.11	0.06	0.10	0.08	0.10	0.06		0.08
15	2.00	0.60	0.69	1.82				0.11	0.10	0.13	0.14	0.14	0.05		0.09
16	2.08	0.64	0.56	0.95				0.11	0.09	0.09	0.08	0.09	0.04		0.06
17	1.77	0.60	0.46	1.04				0.09	0.08	0.10	0.08	0.08	0.04		0.06
18	1.77	0.59	0.75	1.22				0.10	0.08	0.10	0.08	0.08	0.04		0.06
19	2.24	0.68	0.63	1.40				0.10	0.08	0.09	0.08	0.08	0.06		0.06
20	2.62	0.76	0.52	1.15				0.15	0.09	0.10	0.08	0.09	0.05		0.08
21	2.36	0.74	0.56	0.94				0.11	0.08	0.09	0.25	0.09	0.04		0.10
22	2.72	0.61	0.63	0.92				0.10	0.07	0.09	0.11	0.21	0.04		0.07
23	2.44	0.74	1.75	1.11				0.09	0.08	0.12	0.09	0.09	0.03		0.06
24	2.40	0.71	0.57	0.95				0.10	0.08	0.13	0.09	0.08	0.04		0.07
25	2.49	0.65	0.51	0.94				0.10	0.13	0.11	0.09	0.08	0.04		0.07
26	3.38	0.95	1.05	1.18				0.10	0.12	0.11	0.09	0.08	0.05		0.08
27	2.79	3.04	0.71	1.00				0.10	0.08	0.12	0.09	0.08	0.05		0.07
28	2.63	3.06	0.70	1.04				0.19	0.09	0.11	0.10	0.08	0.04		0.08
29	3.22	2.81	0.54	0.88				0.14	0.12	0.11	0.23	0.08	0.04		0.08
30	2.55	2.37	0.48	0.80				0.07	0.21	0.09	0.11	0.08	0.04		0.09
31	2.47	2.65	0.62	0.81				0.08	0.07	0.09	0.10	0.07	0.04		0.06
AVERAGE	2.06	1.07	0.68	1.01				0.12	0.09	0.10	0.10	0.09	0.05		0.07

KENTUCKY DIVISION OF WATER - DRINKING WATER BRANCH  
 WATER TREATMENT PLANT - MONTHLY OPERATING REPORT

PWSID: KY0800273  
 PLANT ID: A

APPLICABLE TO ALL PLANTS

REPORT MONTH/YEAR: 12/2024

\*Please answer Y/N question below this chart.

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ANALYTICAL RESULTS (mg/L OR PPM UNLESS OTHERWISE SPECIFIED)											RAINFALL INCHES	WATER TEMP. DEGREES F°/C°
DAY	FLUORIDE		IRON		MANGANESE		PHOSPHATE		Lowest Daily Chlorine Residual Plant Tap On-Line Chlorine Analyzer	FREE / TOTAL		
	RAW	TAP	RAW	TAP	RAW	TAP	RAW	TAP				
1	0.33	0.81	0.06	0.00	0.03	0.02				1.96	0.1	12.0
2	0.29	0.71	0.07	0.00	0.03	0.01				1.81	0.0	12.9
3	0.31	0.89	0.11	0.01	0.04	0.01				1.55	0.0	12.0
4	0.32	0.62	0.08	0.00	0.03	0.01				1.80	0.0	11.8
5	0.34	0.92	0.11	0.01	0.03	0.02				1.60	0.0	11.3
6	0.30	0.93	0.14	0.00	0.04	0.02				1.35	0.0	10.8
7	0.27	0.96	0.09	0.00	0.03	0.02				1.70	0.0	10.2
8	0.24	0.86	0.12	0.01	0.02	0.01				1.95	0.0	10.6
9	0.27	0.81	0.07	0.00	0.03	0.02				1.85	0.4	11.0
10	0.25	0.67	0.10	0.00	0.02	0.02				1.85	0.0	12.4
11	0.31	0.70	0.09	0.01	0.02	0.01				1.65	0.1	13.1
12	0.23	0.84	0.11	0.01	0.03	0.01				2.00	0.0	11.3
13	0.32	0.68	0.08	0.00	0.03	0.01				2.00	0.0	9.8
14	0.34	0.65	0.08	0.00	0.03	0.01				1.75	0.0	10.2
15	0.30	0.79	0.10	0.02	0.03	0.01				1.75	0.0	10.6
16	0.30	1.14	0.10	0.01	0.04	0.01				2.01	0.5	10.3
17	0.32	0.79	0.08	0.00	0.04	0.01				2.00	0.1	12.4
18	0.27	0.72	0.10	0.00	0.03	0.01				1.60	0.1	12.2
19	0.25	0.79	0.11	0.01	0.03	0.01				1.95	0.9	10.6
20	0.30	0.80	0.10	0.02	0.02	0.01				1.35	0.0	10.2
21	0.25	0.71	0.09	0.00	0.03	0.01				1.80	0.1	10.1
22	0.25	0.69	0.09	0.01	0.03	0.02				1.67	0.0	9.9
23	0.27	0.72	0.11	0.01	0.03	0.01				1.66	0.0	10.6
24	0.30	0.66	0.13	0.01	0.03	0.01				1.40	0.0	11.1
25	0.26	0.83	0.10	0.00	0.03	0.02				1.75	0.0	12.6
26	0.32	0.71	0.02	0.00	0.02	0.01				1.50	0.0	10.4
27	0.32	0.77	0.11	0.01	0.04	0.01				1.80	0.0	10.3
28	0.28	0.81	0.11	0.00	0.03	0.01				1.50	0.1	10.2
29	0.27	0.74	0.08	0.00	0.03	0.01				1.55	0.1	10.7
30	0.29	0.81	0.11	0.00	0.03	0.01				1.67	0.1	12.3
31	0.25	0.90	0.09	0.00	0.03	0.01				2.03	0.0	11.6
AVERAGE	0.29	0.79	0.09	0.00	0.03	0.01				Monthly Minimum	Total Rainfall	AVG Temp

	1.35		
Number of readings	31	2.48	11.1
For Free Chlorine, # less than 0.2 mg/L	0		
For Chloramines, # less than 0.5 mg/L			

Disinfectant Chloramines? (Y/N)

N

KENTUCKY DIVISION OF WATER - DRINKING WATER BRANCH  
 WATER TREATMENT PLANT - MONTHLY OPERATING REPORT

PWS ID : KY0800273  
 PLANT ID: A

APPLICABLE TO ALL PLANTS WITH FILTRATION

REPORT MONTH/YEAR: 12/2024

PAGE 6 OF 11

DAY	FILTER OPERATION											
	TOTAL WASH WATER GALLONS	No: 1		No: 2		No: 3		No: 4		No: 5		
		AREA (square feet)	WASHWATER GALLONS	FILT RUN HRS	AREA (square feet)	WASHWATER GALLONS	FILT RUN HRS	AREA (square feet)	WASHWATER GALLONS	FILT RUN HRS	AREA (square feet)	WASHWATER GALLONS
1	0											
2	0											
3	0											
4	17,000									17,000	280.00	
5	18,000	18,000	144.00									
6	25,000							25,000	315.50			
7	0											
8	0											
9	0											
10	0											
11	18,000					18,000	383.40					
12	0											
13	0											
14	0											
15	51,000			30,000	552.00					21,000	264.00	
16	0											
17	0											
18	0											
19	0											
20	25,000	25,000	372.00									
21	30,000							30,000	360.00			
22	24,000									24,000	182.70	
23	26,000					26,000	287.50					
24	0											
25	0											
26	25,000			25,000	240.00							
27	0											
28	22,000	22,000	192.00									
29	25,000							25,000	195.80			
30	24,000			24,000	115.00							
31	0											
TOTAL	330,000	65,000	708.00	79,000	907.00	44,000	670.90	80,000	871.30	62,000	726.70	
AVERAGE	20,625	21,667	236.00	26,333	302.33	22,000	335.45	26,667	290.43	20,667	242.23	

KENTUCKY DIVISION OF WATER - DRINKING WATER BRANCH  
 WATER TREATMENT PLANT - MONTHLY OPERATING REPORT

APPLICABLE TO ALL PLANTS WITH FILTRATION

PWS ID : KY0800273  
 PLANT ID: A

REPORT MONTH/YEAR: 12/2024

PAGE 6 OF 11

DAY	FILTER OPERATION											
	TOTAL WASH WATER GALLONS	No: <u>6</u>		No: _____		No: _____		No: _____		No: _____		
		AREA (square feet)	WASHWATER GALLONS	FILT RUN HRS	AREA (square feet)	WASHWATER GALLONS	FILT RUN HRS	AREA (square feet)	WASHWATER GALLONS	FILT RUN HRS	AREA (square feet)	WASHWATER GALLONS
1	0											
2	0											
3	0											
4	15,000	15,000	280.00									
5	0											
6	0											
7	0											
8	0											
9	0											
10	0											
11	0											
12	0											
13	22,000	22,000	214.60									
14	22,000	22,000	24.00									
15	0											
16	0											
17	0											
18	0											
19	23,000	23,000	102.80									
20	0											
21	0											
22	0											
23	0											
24	0											
25	0											
26	21,000	21,000	168.00									
27	0											
28	0											
29	0											
30	0											
31	0											
TOTAL	103,000	103,000	789.40									
AVERAGE	3,323	20,600	157.88									

KENTUCKY DIVISION OF WATER - DRINKING WATER BRANCH  
 WATER TREATMENT PLANT - MONTHLY OPERATING REPORT

APPLICABLE TO ALL PLANTS WITH FILTRATION

PWS ID : KY0800273

PLANT ID: A

REPORT MONTH/YEAR: 12/2024

PAGE 6 OF 11

DAY	FILTER OPERATION										
	TOTAL WASH WATER GALLONS	No: _____ AREA (square feet)		No: _____ AREA (square feet)		No: _____ AREA (square feet)		No: _____ AREA (square feet)		No: _____ AREA (square feet)	
		WASHWATER GALLONS	FILT RUN HRS	WASHWATER GALLONS	FILT RUN HRS	WASHWATER GALLONS	FILT RUN HRS	WASHWATER GALLONS	FILT RUN HRS	WASHWATER GALLONS	FILT RUN HRS
1	0										
2	0										
3	0										
4	0										
5	0										
6	0										
7	0										
8	0										
9	0										
10	0										
11	0										
12	0										
13	0										
14	0										
15	0										
16	0										
17	0										
18	0										
19	0										
20	0										
21	0										
22	0										
23	0										
24	0										
25	0										
26	0										
27	0										
28	0										
29	0										
30	0										
31	0										
TOTAL	0										
AVERAGE	0										

KENTUCKY DIVISION OF WATER - DRINKING WATER BRANCH  
 WATER TREATMENT PLANT - MONTHLY OPERATING REPORT

ALL WATER SYSTEMS

PWS ID : KY0800273  
 PLANT ID: A

REPORT MONTH/YEAR: 12/2024

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DAY	DISTRIBUTION SYSTEM OPERATION										
	CHEMICALS ADDED			TEST RESULTS							
	CHLORINE BOOSTER	CHLORINE BOOSTER		TOTAL (T) AND FREE (F) CHLORINE RESIDUAL (ppm)							
				NORTH		SOUTH		EAST		WEST	
LBS	LBS		T	F	T	F	T	F	T	F	
1										1.19	1.10
2								1.58	1.53		
3						1.16	1.08				
4				1.68	1.59						
5						1.06	0.97				
6								1.74	1.70		
7										1.56	1.54
8				1.27	1.18						
9								1.57	1.51		
10								1.55	1.54		
11										1.60	1.48
12				1.19	1.14						
13						0.95	0.78				
14								1.60	1.49		
15										1.59	1.41
16				0.68	0.58						
17						1.18	1.13				
18								1.73	1.62		
19				1.36	1.25			1.68	1.64	1.43	1.41
20				1.51	1.31						
21										1.71	1.60
22										1.71	1.60
23						1.34	1.30				
24								1.61	1.57		
25				1.15	1.08						
26				1.16	1.04						
27						0.92	0.81				
28										1.63	1.58
29								1.49	1.48		
30						0.65	0.57				
31										1.43	1.33
AVERAGE			Average	1.25	1.15	1.04	0.95	1.62	1.56	1.54	1.45
TOTAL			Total Minimum	0.68		0.65		1.49		1.19	
			Free Minimum		0.58		0.57		1.48		1.10

Total # Chlorine Samples	8	8	7	7	9	9	9	9
# Less than 0.2 mg/L/0.5 mg/L	0	0	0	0	0	0	0	0

Number of Free Residuals	33	Minimum Monthly Free Residual	0.57
Number of Total Residuals	33	Minimum Monthly Total Residual	0.65
Total # Less than 0.2 mg/L	0		
Total # Less than 0.5 mg/L			

Disinfectant Chloramines? (Y/N) **N**  
 Number of days of operation? **31**

**KENTUCKY DIVISION OF WATER - DRINKING WATER BRANCH**  
**WATER TREATMENT PLANT - MONTHLY OPERATING REPORT**

**PWS ID :** KY0800273  
**PLANT ID:** A

**TURBIDITY REPORT**

**APPLICABLE TO ALL PLANTS WITH FILTRATION**

**Report Period (MM/YYYY):** 12/2024

**PAGE:**  
**8 OF 11**

**PWS Name:** Martin Co. Water District

DAY	Hours Plant Operated	# of Turbidity Samples Required*	Mid - 4 am	4 am - 8 am	8 am - Noon	Noon - 4 pm	4 pm - 8 pm	8 pm - Mid	Daily Maximum
1	24.0	6	0.06	0.06	0.06	0.05	0.06	0.05	0.056
2	24.0	6	0.06	0.06	0.06	0.06	0.06	0.06	0.060
3	24.0	6	0.06	0.06	0.06	0.06	0.06	0.07	0.066
4	24.0	6	0.07	0.07	0.07	0.07	0.07	0.07	0.070
5	24.0	6	0.07	0.06	0.06	0.06	0.06	0.07	0.073
6	24.0	6	0.07	0.07	0.07	0.07	0.07	0.07	0.073
7	24.0	6	0.08	0.07	0.07	0.07	0.07	0.07	0.079
8	24.0	6	0.07	0.06	0.06	0.06	0.06	0.06	0.066
9	23.0	6	0.06	0.06	0.06	0.06	0.06	0.12	0.120
10	24.0	6	0.07	0.06	0.06	0.06	0.06	0.06	0.068
11	24.0	6	0.06	0.06	0.06	0.06	0.06	0.06	0.063
12	24.0	6	0.06	0.06	0.06	0.06	0.06	0.07	0.065
13	24.0	6	0.07	0.07	0.07	0.07	0.07	0.07	0.070
14	24.0	6	0.07	0.07	0.07	0.08	0.08	0.08	0.084
15	24.0	6	0.09	0.09	0.07	0.06	0.06	0.07	0.093
16	24.0	6	0.06	0.06	0.06	0.06	0.06	0.06	0.062
17	24.0	6	0.06	0.06	0.06	0.06	0.06	0.06	0.061
18	24.0	6	0.06	0.06	0.06	0.06	0.06	0.06	0.062
19	24.0	6	0.06	0.06	0.06	0.06	0.06	0.06	0.064
20	24.0	6	0.06	0.06	0.06	0.06	0.08	0.07	0.080
21	24.0	6	0.07	0.07	0.07	0.08	0.10	0.07	0.100
22	24.0	6	0.07	0.07	0.07	0.07	0.07	0.07	0.073
23	24.0	6	0.06	0.06	0.06	0.06	0.06	0.06	0.064
24	24.0	6	0.07	0.07	0.07	0.07	0.07	0.07	0.071
25	24.0	6	0.07	0.06	0.07	0.06	0.07	0.07	0.073
26	24.0	6	0.08	0.07	0.07	0.07	0.07	0.07	0.076
27	24.0	6	0.07	0.07	0.07	0.07	0.07	0.07	0.073
28	24.0	6	0.06	0.06	0.06	0.06	0.07	0.08	0.083
29	24.0	6	0.07	0.07	0.08	0.07	0.06	0.08	0.077
30	24.0	6	0.07	0.06	0.06	0.09	0.06	0.06	0.087
31	24.0	6	0.06	0.06	0.06	0.06	0.06	0.06	0.061
<b>Total</b>	<b>743.0</b>	<b>186</b>	<b>TOTAL # OF TURBIDITY SAMPLES TAKEN --</b>					<b>186</b>	<b>0.120</b>

**ARE YOU USING EITHER CONVENTIONAL or DIRECT FILTRATION? (Y/N)** Y

(Any type of filtration besides slow sand)

**Number of samples exceeding ---->**      0.1 NTU 1      0.3 NTU 0      1 NTU 0

**For slow sand filtration, the number of samples exceeding --->**      1 NTU \_\_\_\_\_      5 NTU \_\_\_\_\_

\*NOTE: The "Number of Turbidity Samples Required" is the number of hours the plant operated divided by 4 rounded up to the next whole number.

I certify that the above turbidity readings were taken every 4 hours during plant operation and in the time frames noted above.

X \_\_\_\_\_

\_\_\_\_\_

Signature of Principal Executive Officer or Authorized Agent

Date \_\_\_\_\_







KENTUCKY DIVISION OF WATER - DRINKING WATER BRANCH  
 WATER TREATMENT PLANT - MONTHLY OPERATING REPORT

APPLICABLE TO ALL PLANTS

PWS ID : KY0800273

PLANT ID: A

REPORT MONTH/YEAR: 12/2024

COLUMN HEADINGS MAY BE CHANGED BASED UPON DATA

PAGE 11 OF 11

ADDITIONAL DATA												
DAY	Plant to Distribution											
	1	1.238.000										
2	1.267.000											
3	1.403.000											
4	1.486.000											
5	1.275.000											
6	1.309.000											
7	1.315.000											
8	1.296.000											
9	1.279.000											
10	1.425.000											
11	1.384.000											
12	1.361.000											
13	1.359.000											
14	1.439.000											
15	1.440.000											
16	1.358.000											
17	1.422.000											
18	1.363.000											
19	1.272.000											
20	1.286.000											
21	1.305.000											
22	1.233.000											
23	1.309.000											
24	1.420.000											
25	1.341.000											
26	1.308.000											
27	1.344.000											
28	1.355.000											
29	1.356.000											
30	1.273.000											
31	1.163.000											
TOTAL	41.403.000		0.0		0.0		0.0		0.0		0.0	
AVERAGE												





**Use this page to make note of any unusual conditions**

<b>Date</b>	<b>Reference Page</b>	<b>Comments</b>
12/27/2024	Page 4 AWOP	Unit 1 sludge rake drive chain broke . . . in order to sludge rake causes sludge blanket to fall which causes higher NTU on top

PWS ID :  
PLANT ID :

KY0800273  
A  
Martin County Water Plant  
2987

AGENCY INTEREST:

## ANNUAL WATER SYSTEM DATA APPLICABLE TO ALL WATER SYSTEMS

TO BE SUBMITTED WITH DECEMBER MOR

NUMBER OF METERS: \_\_\_\_\_ SYSTEM POPULATION: 8,094

RESIDENTIAL: 3,009

COMMERCIAL: 287

INDUSTRIAL: \_\_\_\_\_

TOTAL POPULATION SERVED IN CONSECUTIVE SYSTEMS: (REFER TO TABLE BELOW) \_\_\_\_\_

**CONSECUTIVE SYSTEM POPULATIONS:**  
(INFORMATION ON THE SYSTEMS/AREA TO WHOM YOU SELL WATER)

PWSID #	# OF METERS	PWSID #	# OF METERS

**WATER SOLD (Gallons)**

Residential	9,335,380
Commercial	2,325,090
Industrial	
Wholesale	

**CONTACT INFORMATION:**

**WATER SYSTEM  
MANAGER/SUPERINT.**

NAME Colby May

TITLE Local Manager

OFFICE PHONE 606-298-3885

CELL PHONE 606-548-4018

AFTER-HOURS PHONE 606-548-4018

MAILING ADDRESS 387 E Main Street  
Inez KY 41224

EMAIL ADDRESS cmay@alliancewater.com

**PLANT A**

Michael Sartin

Chief Operator

606-298-7439

606-626-5797

606-395-1188

14 Flat Hollow Rd  
Inez KY 41224

msartin@alliancewater.com

**PLANT B**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PLANT C**

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

OFFICE PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

AFTER-HOURS PHONE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**DISTRIBUTION**

Justin Staton

Distribution Supervisor

606-298-3885

606-548-2251

606-548-2251

14 Flat Hollow Rd  
Inez KY 41224

staton@alliancewater.com

**MOR CONTACT**

Michael Sartin

Chief Operator

606-298-7439

606-626-5797

606-395-1188

14 Flat Hollow Rd  
Inez KY 41224

msartin@alliancewater.com

# PUBLIC SERVICE COMMISSION

## Monthly Water Loss Report

Water Utility:

For the Month of:  Year:

LINE #	ITEM	GALLONS (Omit 000's)
1	<b>WATER PRODUCED AND PURCHASED</b>	
2	Water Produced	41,403
3	Water Purchased	
4	<b>TOTAL PRODUCED AND PURCHASED</b>	<b>41,403</b>
5		
6	<b>WATER SALES</b>	
7	Residential	8,969
8	Commercial	2,753
9	Industrial	
10	Bulk Loading Stations	
11	Wholesale	
12	Public Authorities	3,055
13	Other Sales (explain)	
14	<b>TOTAL WATER SALES</b>	<b>14,777</b>
15		
16	<b>OTHER WATER USED</b>	
17	Utility and/or Water Treatment Plant	590
18	Wastewater Plant	
19	System Flushing	102
20	Fire Department	20
21	Other Usage (explain) plant usage	157
22	<b>TOTAL OTHER WATER USED</b>	<b>869</b>
23		
24	<b>WATER LOSS</b>	
25	Tank Overflows	
26	Line Breaks	4,941
27	Line Leaks	20,816
28	Excavation Damages	
29	Theft	
30	Other Loss	
31	<b>TOTAL WATER LOSS</b>	<b>25,757</b>
32		
33	<b>Note:</b> Line 14 + Line 22 + Line 31 <b>MUST</b> Equal Line 4	
34		
35	<b>WATER LOSS PERCENTAGE</b>	
36	(Line 31 divided by Line 4)	62.21%

# PUBLIC SERVICE COMMISSION

## Monthly Water Loss Report

Water Utility: Martin County Water District

For the Month of: Annual Year: 2024

LINE #	ITEM	GALLONS (Omit 000's)
1	<b>WATER PRODUCED AND PURCHASED</b>	
2	Water Produced	529,864
3	Water Purchased	12,290
4	<b>TOTAL PRODUCED AND PURCHASED</b>	<b>542,154</b>
5		
6	<b>WATER SALES</b>	
7	Residential	118,139
8	Commercial	39,942
9	Industrial	
10	Bulk Loading Stations	
11	Wholesale	
12	Public Authorities	11,009
13	Other Sales (explain)	10,805
14	<b>TOTAL WATER SALES</b>	<b>179,895</b>
15		
16	<b>OTHER WATER USED</b>	
17	Utility and/or Water Treatment Plant	3,725
18	Wastewater Plant	
19	System Flushing	1,037
20	Fire Department	168
21	Other Usage (explain)	699
22	<b>TOTAL OTHER WATER USED</b>	<b>5,629</b>
23		
24	<b>WATER LOSS</b>	
25	Tank Overflows	
26	Line Breaks	105,383
27	Line Leaks	251,247
28	Excavation Damages	
29	Theft	
30	Other Loss	
31	<b>TOTAL WATER LOSS</b>	<b>356,630</b>
32		
33	<b>Note:</b> Line 14 + Line 22 + Line 31 <b>MUST</b> Equal Line 4	
34		
35	<b>WATER LOSS PERCENTAGE</b>	
36	(Line 31 divided by Line 4)	<b>65.78%</b>



**MARTIN COUNTY WATER & SANITATION DISTRICT**  
**LEAK ADJUSTMENT REQUESTS**  
**1/23/2025**

replaced pop off valve on hot water heater

BILLED GALLONS/COST	147,500	1567.66	
AVG GALLONS/BILL	14,000	167.24	
LEAK GALLONS/PURCH COST	133,500	267.00	
<b>PAY (avg+leak cost)</b>		434.24	
<b>WRITE OFF (billed-avg-purch cost)</b>		1133.42	
LATE PENALTIES TO ADJ		0.00	
SEWER	147,500	2187.86	
AVG SEWER/BILL	14,000	210.72	
LEAK SWR ADJ	133,500	1977.14	
SWR PAY (AVG-LEAK)		210.72	
SWR WRITE OFF		1,977.14	
SWR PENALTIES TO ADJ		0.00	<b>3,110.56</b>

replaced leak in service line

BILLED GALLONS/COST	42,500	465.92	
BILLED GALLONS/COST	19,500	229.89	
AVG GALLONS/BILL	13,000	156.81	
LEAK GALLONS/PURCH COST	29,500	59.00	
LEAK GALLONS/PURCH COST	6,500	13.00	
<b>PAY (avg+leak cost)</b>		215.81	
<b>WRITE OFF (billed-avg-purch cost)</b>		310.19	
LATE PENALTIES TO ADJ		22.99	
SEWER	42,500	632.81	
SEWER	19,500	292.18	
AVG SEWER/BILL	13,000	195.91	
LEAK SWR ADJ	29,500	436.90	
LEAK SWR ADJ	6,500	96.27	
SWR PAY (AVG-LEAK)		391.82	
SWR WRITE OFF		533.17	
SWR PENALTIES TO ADJ		29.22	<b>895.57</b>

repaired leak in line

BILLED GALLONS/COST	12,950	156.91	
AVG GALLONS/BILL	3,000	51.91	
LEAK GALLONS/PURCH COST	9,950	19.90	
<b>PAY (avg+leak cost)</b>		71.81	
<b>WRITE OFF (billed-avg-purch cost)</b>		85.10	
LATE PENALTIES TO ADJ		0.00	
SEWER	12,950	195.17	
AVG SEWER/BILL	3,000	47.81	
LEAK SWR ADJ	9,950	147.36	

SWR PAY (AVG-LEAK)		47.81
SWR WRITE OFF		147.36
SWR PENALTIES TO ADJ		0.00

232.46

repaired cracked service line in 2 spots

BILLED GALLONS/COST	29,580	330.73
BILLED GALLONS/COST	24,790	280.49
AVG GALLONS/BILL	14,000	167.30
LEAK GALLONS/PURCH COST	15,580	31.16
LEAK GALLONS/PURCH COST	10,790	21.58
<b>PAY (avg+leak cost)</b>		387.34
<b>WRITE OFF (billed-avg-purch cost)</b>		276.62
LATE PENALTIES TO ADJ		0.00

276.62

replaced hot water tank

BILLED GALLONS/COST	26,160	294.86
BILLED GALLONS/COST	23,020	261.92
AVG GALLONS/BILL	6,000	83.38
LEAK GALLONS/PURCH COST	20,160	40.32
LEAK GALLONS/PURCH COST	17,020	34.04
<b>PAY (avg+leak cost)</b>		241.12
<b>WRITE OFF (billed-avg-purch cost)</b>		390.02
LATE PENALTIES TO ADJ		26.19

416.21

repaired leak

BILLED GALLONS/COST	17,300	201.92
AVG GALLONS/BILL	5,000	72.89
LEAK GALLONS/PURCH COST	12,300	24.60
<b>PAY (avg+leak cost)</b>		97.49
<b>WRITE OFF (billed-avg-purch cost)</b>		104.43
LATE PENALTIES TO ADJ		0.00

104.43

installed new service line from meter to home

BILLED GALLONS/COST	59,010	639.45
BILLED GALLONS/COST	43,480	476.55
AVG GALLONS/BILL	15,000	177.79
LEAK GALLONS/PURCH COST	44,010	88.02
LEAK GALLONS/PURCH COST	28,480	56.96
<b>PAY (avg+leak cost)</b>		265.81
<b>WRITE OFF (billed-avg-purch cost)</b>		615.44
LATE PENALTIES TO ADJ		0.00
SEWER	59,010	877.32
SEWER	43,480	647.32
AVG SEWER/BILL	15,000	225.53
LEAK SWR ADJ	44,010	651.79
LEAK SWR ADJ	28,480	421.79
SWR PAY (AVG-LEAK)		451.06

SWR WRITE OFF		1,073.58	
SWR PENALTIES TO ADJ		0.00	1,689.02

adj no fault to customer; has 2 accounts and meters were switched

BILLED GALLONS/COST	87,010	1020.71	
BILLED GALLONS/COST	11,320	139.19	
AVG GALLONS/BILL	7,000	93.87	
LEAK GALLONS/PURCH COST	80,010	160.02	
LEAK GALLONS/PURCH COST	4,320	8.64	
<b>PAY (avg+leak cost)</b>		356.4	
<b>WRITE OFF (billed-avg-purch cost)</b>		1035.61	
LATE PENALTIES TO ADJ		0.00	1,035.61

adj no fault to customer; has 2 accounts and meters were switched

BILLED GALLONS/COST	87,010	933.11	
AVG GALLONS/BILL	11,000	135.83	
LEAK GALLONS/PURCH COST	76,010	152.02	
<b>PAY (avg+leak cost)</b>		287.85	
<b>WRITE OFF (billed-avg-purch cost)</b>		645.26	
LATE PENALTIES TO ADJ		0.00	
SEWER	87,010	1292.00	
AVG SEWER/BILL	11,000	166.29	
LEAK SWR ADJ	76,010	1125.71	
SWR PAY (AVG-LEAK)		166.29	
SWR WRITE OFF		1,125.71	
SWR PENALTIES TO ADJ		0.00	1,770.97

repaired leak near pressure regulator

BILLED GALLONS/COST	12,960	156.39	
BILLED GALLONS/COST	10,150	126.91	
AVG GALLONS/BILL	5,000	72.89	
LEAK GALLONS/PURCH COST	7,960	15.92	
LEAK GALLONS/PURCH COST	5,150	10.30	
<b>PAY (avg+leak cost)</b>		172	
<b>WRITE OFF (billed-avg-purch cost)</b>		137.52	
LATE PENALTIES TO ADJ		0.00	137.52

repaired broken service line

BILLED GALLONS/COST	15,990	188.18	
AVG GALLONS/BILL	4,000	62.40	
LEAK GALLONS/PURCH COST	11,990	23.98	
<b>PAY (avg+leak cost)</b>		86.38	
<b>WRITE OFF (billed-avg-purch cost)</b>		101.80	
LATE PENALTIES TO ADJ		18.82	120.62

repaired leak in line between meter and home

BILLED GALLONS/COST	33,210	368.81	
---------------------	--------	--------	--

AVG GALLONS/BILL	3,000	51.91
LEAK GALLONS/PURCH COST	30,210	60.42
<b>PAY (avg+leak cost)</b>		112.33
<b>WRITE OFF (billed-avg-purch cost)</b>		256.48
LATE PENALTIES TO ADJ		36.88

293.36

repaired broken service line in yard

BILLED GALLONS/COST	20,870	239.37
AVG GALLONS/BILL	4,000	62.40
LEAK GALLONS/PURCH COST	16,870	33.74
<b>PAY (avg+leak cost)</b>		96.14
<b>WRITE OFF (billed-avg-purch cost)</b>		143.23
LATE PENALTIES TO ADJ		0.00

143.23

repaired broken service line under home

BILLED GALLONS/COST	7,290	96.91
AVG GALLONS/BILL	2,000	41.42
LEAK GALLONS/PURCH COST	5,290	10.58
<b>PAY (avg+leak cost)</b>		52.00
<b>WRITE OFF (billed-avg-purch cost)</b>		44.91
LATE PENALTIES TO ADJ		0.00

44.91

leak at setter; no fault to customer

BILLED GALLONS/COST	14,090	168.24
AVG GALLONS/BILL	4,000	62.40
LEAK GALLONS/PURCH COST	10,090	20.18
<b>PAY (avg+leak cost)</b>		82.58
<b>WRITE OFF (billed-avg-purch cost)</b>		85.66
LATE PENALTIES TO ADJ		0.00

85.66

repaired leak under home

BILLED GALLONS/COST	7,320	97.23
BILLED GALLONS/COST	6,060	84.01
AVG GALLONS/BILL	2,000	41.42
LEAK GALLONS/PURCH COST	5,320	10.64
LEAK GALLONS/PURCH COST	4,060	8.12
<b>PAY (avg+leak cost)</b>		101.6
<b>WRITE OFF (billed-avg-purch cost)</b>		98.40
LATE PENALTIES TO ADJ		18.12

116.52

repaired leak in yard

BILLED GALLONS/COST	70,170	756.52
AVG GALLONS/BILL	8,000	104.36
LEAK GALLONS/PURCH COST	62,170	124.34
<b>PAY (avg+leak cost)</b>		228.70
<b>WRITE OFF (billed-avg-purch cost)</b>		527.82
LATE PENALTIES TO ADJ		75.65

603.47

repaired leak

BILLED GALLONS/COST	50,470	549.87
BILLED GALLONS/COST	21,490	245.87
AVG GALLONS/BILL	3,000	51.91
LEAK GALLONS/PURCH COST	47,470	94.94
LEAK GALLONS/PURCH COST	18,490	36.98
<b>PAY (avg+leak cost)</b>		235.74
<b>WRITE OFF (billed-avg-purch cost)</b>		691.92
LATE PENALTIES TO ADJ		54.99

746.91

repaired leak in service line

BILLED GALLONS/COST	8,930	114.12
AVG GALLONS/BILL	2,000	41.42
LEAK GALLONS/PURCH COST	6,930	13.86
<b>PAY (avg+leak cost)</b>		55.28
<b>WRITE OFF (billed-avg-purch cost)</b>		58.84
LATE PENALTIES TO ADJ		0.00

58.84

leak in basement; rubber line came loose on toilet, repaired

BILLED GALLONS/COST	70,770	762.82
AVG GALLONS/BILL	3,000	51.91
LEAK GALLONS/PURCH COST	67,770	135.54
<b>PAY (avg+leak cost)</b>		187.45
<b>WRITE OFF (billed-avg-purch cost)</b>		575.37
LATE PENALTIES TO ADJ		0.00

575.37

busted meter, no fault to customer

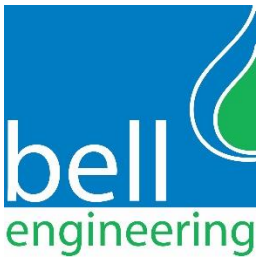
BILLED GALLONS/COST	10,660	132.26
AVG GALLONS/BILL	5,000	72.89
LEAK GALLONS/PURCH COST	5,660	11.32
<b>PAY (avg+leak cost)</b>		84.21
<b>WRITE OFF (billed-avg-purch cost)</b>		48.05
LATE PENALTIES TO ADJ		13.23

61.28

repaired leak

BILLED GALLONS/COST	167,860	1781.29
BILLED GALLONS/COST	70,450	759.46
AVG GALLONS/BILL	5,000	72.89
LEAK GALLONS/PURCH COST	162,860	325.72
LEAK GALLONS/PURCH COST	65,450	130.90
<b>PAY (avg+leak cost)</b>		602.4
<b>WRITE OFF (billed-avg-purch cost)</b>		2394.97
LATE PENALTIES TO ADJ		254.08

2,649.05



**MEETING AGENDA**  
**PROGRESS MTG #59**  
**MARTIN COUNTY WATER DISTRICT**  
**MARTIN COUNTY, KENTUCKY**  
**January 14, 2025**

**LOCATION:** Via Teams  
**TIME:** 3:30 PM  
**Present:** Announcement of Those Present

**SUMMARY OF PROJECT FUNDING:**

<u>Source</u>	<u>Amount</u>	<u>Associated Project(s)</u>
AMLER (2017)	\$3,450,000	A,B,C
COE 531 Partnership (25% Match)	\$1,869,718	B,C
ARC Grant	\$1,200,000	D
AMLER (2018)	\$2,000,000	E
FEMA/STATE	\$1,201,000	K
COE 531 Partnership	<u>\$1,500,000</u>	B
<b>TOTAL GRANT</b>	<b>\$11,220,718</b>	

**A. RWI&WTP IMPROVEMENTS**

1. The WTP and RWI sites were surveyed.
2. Basins were documented for condition assessment.
3. The Preliminary Engineering Report for the project was completed and distributed.
4. The Phase I Environmental Site Assessment required by the Corps of Engineers was completed and submitted.
5. Vendor proposals for replacement equipment were requested and reviewed.
6. Plans and specifications were developed.
7. Project mapping for NEPA purposes was submitted to AML on February 6, 2020.
8. Project description and Opinion of Probable Construction Costs were submitted to AML on February 17, 2020.
9. Project was submitted for DOW review on March 13, 2020. DOW Construction Permit issued on June 3, 2020.
10. Project was submitted for a COE 4345 Permit Application review on March 20, 2020. Permit was issued on June 8, 2020.
11. The AML Authorization to Proceed was granted on July 31, 2020.
12. The Project was submitted to DOW for a Permit to Construct Along or Across a Stream on April 14, 2020. The DOW requested a public notice be run in the

- Mountain Citizen newspaper. The notice ran on June 24th, July 1st and July 8th. The period for public comments or objections related to the project ran through July 29<sup>th</sup>. The permit was issued on August 13, 2020.
13. Project was submitted to Corps of Engineers for Plan and Specification Review March 20, 2020. Corps provided review comments on April 28, 2020. Final plans and specifications including all electrical and structural components of the project were forwarded to the Corps of Engineers for final review during the week of July 13th. The Corps of Engineers completed its review of the final plans / specifications including the opinion of probable cost and certified the package.
  14. The Corps of Engineers advertised the Draft Environmental Assessment (DEA) and Finding of No Significant Impact (FONSI) for the project on August 4, 2020 for the 30-day public comment period. KY SHPO requested further consultation. The FONSI was issued October 29, 2020.
  15. Project was sent out for bidding on November 11, 2020.
  16. A pre-bid meeting for interested contractors was held @ 1:00 p.m. on December 1, 2020.
  17. Bids for the project were originally received on December 15, 2020 at 1:00 p.m. Only one bid was received (submitted by Pace Contracting). The project bid was in excess of the available funds.
  18. The project was rebid.
  19. Bids for the project rebid were opened on April 13<sup>th</sup> at 1:00 p.m. at the office of the Big Sandy Area Development District. There were four plan holders for the rebid. Only one bid was received (submitted by Pace Contracting).
  20. The bid submitted by Pace was \$3,858,387.00.
  21. The base bid of \$3,858,387.00 submitted compares to a base bid of \$3,396,220.00 submitted by Pace in December 2020. The difference was \$462,167.00 between the bids.
  22. The combined base bids for the RWI/WTP Project and Water Line Replacement in the Beauty/Lovely Project exceeded the funds available for construction activities. Given the grave condition of the Raw Water Intake and Water Treatment Plant, the MCWD took the following actions:
    - A. Deferred the construction of the Water Line Replacement in the Beauty / Lovely area until a later date and use the funds budgeted for this project for construction of the RWI/WTP Project.
    - B. Continued submitting funding requests in an effort to obtain funding to construct the Water Line Replacement Project in the Beauty / Lovely area as soon as possible.

- C. Awarded the Raw Water Intake / Water Treatment Plant Project to Pace Contracting based on the base bid received with the deletions outlined in Table 1.

**TABLE 1**

DESCRIPTION	PRIORITY TO ADD BACK	AMOUNT
Base Bid submitted by Pace Contracting, Inc.	N/A	\$3,858,387.00
Delete - Backup Generator	1	\$ (175,000.00)
Delete - Roof Replacement over Garage	2	\$ (31,818.00)
Delete - 60' & 20' Sections of 10-Inch Pipe	3	\$ (11,143.00)
Delete - Cash Allowance for Second Trailer	4	\$ (20,000.00)
Delete - Temporary Piping	N/A	\$ (10,000.00)
Change - Augur Cast Piles to Micro Piles	N/A	\$ (17,000.00)
Change - Buried Conduit from Rigid to PVC	N/A	\$ (20,000.00)
Reduce - Pace Markup	N/A	\$ (50,000.00)
Reduce - Various Unit Price Items	N/A	\$ (50,000.00)
<b>TOTAL AWARD AMOUNT</b>		<b>\$ 3,473,426.00</b>

23. A letter awarding the project to Pace under the conditions outlined in Table 1 and subject to concurrence of all the state and federal agencies was sent to Pace on July 9, 2021.
24. Authorization to Proceed was received from AML on September 1, 2021. The USACE had previously granted approval.
25. Executed contract books and bonds were received from Pace on September 8, 2021.
26. A preconstruction meeting was held on September 22, 2021 at the offices of the Big Sandy Area Development District.
27. Contract books were signed and dated by the Big Sandy Area Development District at the preconstruction meeting.
28. A Notice to Proceed (NTP) was issued at the preconstruction meeting. The contract required the contractor be given ten days from the issuance of the NTP before the contract time started.
29. The Contract time began on October 4, 2021.
30. Generator start-up and training have been performed.
31. Programming of Treatment Unit 1 has been performed.
32. Units 1, 2 and 3 at the plant are operating and producing water.
33. At the raw water intake, the intent is to perform the following:
  - Replace the 300 HP motor on small pump with 400 HP motor and associated VFD.
  - Pay Xylem Solutions for repairs and repair the large pump and VFD.
  - Deliver and install the large motor and VFD.
  - Correct ASME and NEC code issues.



## **B. WARFIELD AREA LINE IMPROVEMENTS**

1. Bell was able to locate several sets of As-Built Drawings of the water distribution system. Bell scanned copies of all plan sets and returned to MCWD with digital copies of plan sets for MCWD future use.
2. Bell and MCWD personnel have been in the field multiple times locating existing lines, surveying existing meters, valves and fire hydrants and determining routing of new water lines.
3. Location of features affecting alignment of the waterline have been completed.
4. The Phase I Environmental Site Assessment required by the Corps of Engineers was completed and submitted.
5. Plans and specifications have been developed.
6. Project mapping for NEPA purposes was submitted to AML on February 10, 2020.
7. Project description and Opinion of Probable Construction Costs were submitted to AML on February 17, 2020.
8. Project was submitted for DOW review on March 13, 2020. DOW Construction Permit was issued on April 27, 2020.
9. Project submitted to Corps of Engineers Plan and Specification Review March 20, 2020. Corps provided review comments on April 28, 2020. Bell responded to comments and resubmitted plans/specifications on May 7, 2020. The Corps of Engineers completed its review of the final plans / specifications including the opinion of probable cost and certified the package.
10. Project was submitted to KYTC on April 6, 2020 for review. KYTC Encroachment Permit was issued on May 13, 2020.
11. Submitted to DOW for Permit to Construct Along or Across a Stream April 14, 2020. The permit was issued on June 17, 2020.
12. The AML Authorization to Proceed was granted on July 31, 2020.
13. The Corps of Engineers advertised the Draft Environmental Assessment (DEA) and Finding of No Significant Impact (FONSI) for the project on August 4, 2020 for the 30-day public comment period. KY SHPO requested further consultation. The FONSI was issued October 29, 2020.
14. Project was sent out for bidding on November 11, 2020.
15. A pre-bid meeting for interested contractors was held @ 11:00 a.m. on December 1, 2020.
16. Bids for the project were originally received on December 15, 2020 at 11:00 a.m. Five bids were received.
17. The project was rebid.
18. Bids for the project rebid were opened on March 30, 2021 at 11:00 a.m. at the office of the Big Sandy Area Development District. There were six plan

- holders for the rebid. Three bids were received (BP Pipeline, Buchanan Contracting, and Conkurs, LLC).
19. The low bid was submitted by Conhurst with a base bid of \$910,810.00 and a total bid with alternate of \$1,744,066.00.
  20. \$1.5M in additional project funding through the Corps of Engineers is available for the project. Changes have been made to the plans in order to better align the proposed scope with available funds. The revised plans have been reviewed with representatives of Alliance.
  21. Locations of new valves in the Warfield area, a tie-in of the line along Firehouse Lane to Route 282, and valving in the Groundhog Lane area on both the sideline/mainline have been added.
  22. Permission to bid the project has been received from the Corps of Engineers.
  23. The project was advertised for bidding through both the local paper (December) and Lynn Imaging (November and December). A total of eight (8) Contractors picked up project plans.
  24. Bids were opened on December 20, 2023. The low bid was determined by the base bid (Collins Creek). Only Collins Creek was awarded for construction.
  25. The District accepted the bid submitted by Boca Enterprises and awarded the job to Boca.
  26. Contract books have been executed.
  27. Construction began on July 1, 2024.
  28. A walkthrough was held on November 20, 2024.
  29. Project closeout documents have been circulated.

**C. WATER SYSTEM ASSESSMENT & STRATEGIC PLAN-PHASES 1 & 2**

- 1.. A proposal divided into two phases has been prepared and reviewed by the MCWD. The document has been forwarded to the Thrive Community Coalition for consideration.

**D. WATER SYSTEM HYDRAULIC MODELING**

1. Document is required by PSC
2. Bell has completed field review of RWI, WTP, Storage Tanks, Pumping Stations and PRV's.
3. Bell & UK met in Martin County on June 21, 2019 to coordinate collection of field data the week of July 8, 2019. This effort was for calibration of the Hydraulic Model.
4. UK professors and 3 students traveled to Martin County on July 8, 2019 to begin effort of collecting field data (pressures and flows) at key points throughout the water distribution system. Bell had a team of four individuals that were to join the UK team on July 10, 2019; however, MCWD had some major line breaks on July 9, 2019 and were unable to recover water supply during the week to allow flowing water from hydrants.

5. The effort to collect flow data was rescheduled for August 6 and 7, 2019, however, on August 5, 2019 MCWD has a failure of a PRV which would not allow the flowing of the hydrants.
6. The collection of the field data was rescheduled and occurred on August 14 and 15, 2019.
7. Field data has been reviewed. UK returned to the field in an effort to repeat two tests for the Hazen Williams coefficient that appeared suspect.
8. Money is in place to pay for the Hydraulic Model through AML 2017 Grant. OSM refused to allow for payment of the CIP through the 2018 Grant. The funds associated with that have been realigned toward additional waterline replacement.
9. UK delivered testing forms to Bell.
10. PRVs, tanks, lines, etc. have been input into the model.
11. Alliance Resources provided usage data and address information for each customer to effectively distribute demand throughout the system.
12. Model was calibrated using field collected data.
13. Bell has been working with UK to coordinate modeling efforts.
14. A Zoom meeting was held between the Kentucky Division of Water, University of Kentucky and Bell on July 1, 2020 to discuss the modeling. A second Zoom meeting was held on July 7, 2020 between UK and Bell to further discuss items that are needed.
15. Data has been shared between UK and Bell.
16. A trip to obtain additional field data was made in mid-July 2020.
17. The hydraulic model is operational and has been checked against previously recorded field observations. The results being output by the model are consistent with the observations obtained in the field.
18. Bell and UK are sharing model information.
19. It was discussed that the proposed Capital Improvement Plan had been deleted from the project due to OSM declining to allow funds to be used for this purpose. See Item 8 above.

**E. TELEMETRY PROJECT**

1. Bell received the signed contract on August 2, 2019.
2. Bell and MCWD personnel have been in the field multiple times locating existing lines, surveying existing meters, valves and fire hydrants and determining routing of new water lines.
3. Location of all features affecting alignment of the waterline has been completed including gas lines.
4. Plans and specifications have been developed.
5. Project was submitted for DOW review on March 27, 2020. DOW Construction Permit issued April 27, 2020.

6. Project was submitted to KYTC on April 6, 2020 for review. KYTC Encroachment Permit was issued April 24, 2020.
7. Bids for the project were opened on May 29, 2020. Three bids were received for the project. The low bid in the amount of \$390,725.00 was submitted by Boca Enterprises, Inc.
8. A conversation was held with DLG representative on June 8, 2020 concerning using the remaining funds to continue laying additional mainline & service lines, along with, installing new meters in the Lovely area. ARC approved allowing the funds to be used to replace additional mainline, service line and water meters.
9. Issues were resolved with the Contractor concerning contract time associated with the additional construction activities.
10. The Contract has been executed and the Contractor has submitted the required performance and payment bonds.
11. A preconstruction meeting was held on September 9, 2020 at the offices of Alliance Water Resources.
12. Project construction was completed.
13. Record Drawings have been forwarded to the MCWD. Bell received the final signed Contractor pay request, the release of liens and claims and consent of surety. This information was forwarded on to the District and Big Sandy Area Development District for execution and processing.
14. The original project is closed.
15. There is \$85,832 in unspent funds from this project. The district is adding telemetry to the KY 292 Pumping Station and KY 292 South Tank with these funds. This will allow the district to monitor tank levels and water usage remotely and respond in a timely manner to breaks in the line.
16. Bids were received for the telemetry on October 26<sup>th</sup>. The single bid received was submitted by Microcomm in the amount of \$47,246.00. Microcomm equipment is currently what the District utilizes and it was a contract requirement that the equipment supplied maintain continuity of the telemetry system.
17. Project was awarded to Microcomm.
18. The Contract for the project was executed by the District and Microcomm.
19. Microcomm has been onsite twice installing equipment.
20. Working toward getting a new control panel and two 3" check valves installed.

**F. OTTO BROWN PUMP STATION AND LINE REPLACEMENT PROJECT**

1. Project budget was revised and sent to AML on September 19, 2019.
2. The Memorandum of Agreement between AML and BSADD was signed by BSADD on September 25<sup>th</sup>. The MOA was signed by AML on October 1, 2019.

3. A contract for engineering services has been executed by the Big Sandy Area Development District.
4. Bell and MCWD personnel went to the field to review potential tank and pump station sites.
5. The Preliminary Engineering Report for the project is complete and has been distributed.
6. Plans have been prepared for the 250,000-gallon water storage tank.
7. Bell, Alliance and MCWD coordinated with the mineral lease holder and the surface owner concerning location of the proposed tank and pump station. BSADD, Bell and Alliance representatives met with the property owner on January 30, 2020.
8. On March 3<sup>rd</sup>, the property owner advised most of the property is permitted with only a phase one bond release.
9. Bell and Alliance met on-site with the property owner on May 5, 2020 and permission to move forward was granted.
10. The site was surveyed on May 27, 2020 and topographic mapping was developed.
11. At the request of the MCWD, work on this project was previously paused.
12. A request was submitted to AML asking that the project scope be revised. Components that would remain in the project include:
  - Upgrade of the existing Davella Pumping Station
  - Construction of a Master Meter
  - Construction of a Booster Chlorination System
 Proposed revised scope components:
  - Relocate the proposed Pump Station so that it replaces the existing Otto Brown Station. This station is beyond its useful life and subject to confined space constraints.
  - Replace existing waterline in the vicinity of the Otto Brown Station that is subject to leaks.
  - Provide Modifications to the Middle Fork Tank rather than construct a new tank.
13. The request was approved by OSM.
14. Replacement water lines have been designed and reviewed with Alliance. We are revising the pump station to a prefabricated above ground station. Project will then be submitted to the Division of Water after final review with Alliance. Plans have been submitted to AML for environmental review.

**G. WATER LINE RELOCATION HUNTER'S LANE**

1. Met on-site with Bizzack Construction, Alliance Water Resources and representatives of other utilities.
2. A scope of work for the project has been developed.
3. Project is on hold.

**H. KY 908 GUARDRAIL PROJECT**

1. Met on-site with KYTC multiple times.
2. KYTC has advised additional funds have been requested to perform this work. They will release the project for design when those funds are approved.

**I. SESTER BRANCH UTILITY RELOCATION**

1. Bids for the project were opened on October 3, 2024.
2. The project is complete with the exception of installing a couple valve collars and performing the final walkthrough.

**J. REPLACE BRIDGE ON KY 40 OVER BUCK CREEK**

1. Met with KYTC to review proposed work. Both Engineering and construction related costs will be paid by KYTC.
2. Bell prepared the new waterline alignment to accommodate KYTC's latest plans and forwarded an opinion of cost to them.

**K. HIGH SCHOOL PUMP STATION CHECK VALVE**

1. Project to move forward when funded. An updated project cost has been provided to Alliance.

**L. FEMA BACKUP GENERATOR PROJECT**

1. FEMA funded a project that includes the following:
  - One Generator to operate small or large VFD Controlled RWI Pump
  - Two Generators to operate 60-HP VFD Controlled Pumping Stations
2. The district received a letter in April from FEMA advising of award in the amount of \$1,140,300.
3. Project design is ongoing tracking toward completion when interim project funding is secured.

**M. KY 292 UTILITY RELOCATION**

1. Representatives of KYTC, Alliance and Bell Engineering met onsite to discuss the project.
2. Bell has been onsite to survey the property.
3. Bell prepared relocation plans and reviewed with Alliance.
4. An Opinion of Construction Cost, relocation plans and proposed engineering contract were all sent to KYTC.
5. KYTC sent Notice to Proceed with final design on February 2<sup>nd</sup>.
6. The project is currently out for bid.

**N. TURKEY TANK REHABILITATION**

1. Bell finalized and forwarded an opinion of probable cost to rehabilitate the Turkey Tank. The project has been funded.

**O. COUNTYWIDE METER REPLACEMENT PROJECT**

1. Project would replace all meters (residential and commercial) in the Martin County Water District system.
2. The District has been advised it is receiving funding for the project. Alliance will move forward with the replacement.

**P. COLDWATER WATER IMPROVEMENT PROJECT**

1. Project would replace the existing waterline, service line and meters in the Coldwater area. Project has been awarded \$5,000,000.

**Q. SPICY MOUNTAIN WATER EXTENSION**

1. An opinion of probable project cost for delivery of water from the Johnson County side of the Mountain along with an interconnect with Johnson County has been prepared. A revised project profile has also been submitted to the ADD.

**R. INEZ UTILITY REPLACEMENT**

1. Met to discuss options for replacing the utilities in Inez. Since the streets will be torn up to replace these utilities, we are attempting to incorporate some economic development components as the streets are built back. These could include wayfinding signs, trails, parks, pavilions and streetscape improvements. Bell has finalized a contract for preliminary work that will be forwarded to the Martin County Water District for consideration. The district has forwarded it to the City of Inez and Martin County Fiscal Court for consideration.

**S. 40E WATER IMPROVEMENT PROJECT**

1. Project would remove existing water connections from a waterline that is leaking and move them to a 10" parallel line. The leaking line would then be removed from service. An opinion of probable project cost has been prepared, entered into the KIA portal and forwarded to AML for funding consideration. An updated project cost was prepared at the request of AML.

**T. OLD ROUTE 3 WATER IMPROVEMENT PROJECT**

1. Project would replace the existing waterline, service line and meters in the Old Route 3 area of the county. An opinion of probable project cost has been prepared, entered into the KIA portal and forwarded to AML for funding consideration.

**U. WATER IMPROVEMENT PROJECT BETWEEN WTP AND TURKEY TANK**

1. Project would replace the existing waterline, service line and meters between the WTP and the Turkey Tank. An opinion of probable project cost has been prepared, entered into the KIA portal and forwarded to AML for funding consideration.

**V. PREPARED OPINION OF PROBABLE PROJECT COSTS FOR THE FOLLOWING PROJECTS**

- Bell has prepared two different scopes for the project with associated opinions of probable project cost. ADD intends to prepare an AMLER grant application.
- An updated project cost was prepared at the request of the Martin County Water District.
- Distribution Building and Pipe Yard
- 292 Booster Station and Water Line Replacement
- Big Elk Water Line Replacement and Booster Station Rehabilitation
- Buffalo Horn Water Line Replacement and Booster Pump Station Rehabilitation
- 645 Water Line Replacement and Booster Station Rehabilitation
- Wolf Creek/Pigeon Roost Water Line Replacement
- Meathouse Water Line Replacement and Booster Station Rehabilitation
- Hode Water Line Replacement
- Cassell Branch Water Line Replacement and Booster Pump Station Rehabilitation
- Creek Crossing Replacement Project
- Valve Insertion Project
- Big Lick Water Line Replacement and Booster Station Rehabilitation
- Peter Cave Water Line Replacement and Booster Pump Station Rehab
- Kermit Water Line Connection



MARTIN COUNTY WATER DISTRICT 5 YEAR CAPITAL ITEMS							
CAPITAL PROJECTS IN GRANT PROCESS	Pnum	PRIORITY	GRANT PORTAL YEAR	CONSTRUCTION YEAR	COST	FUNDING SOURCE	COMMENTS
RT 40E - WATER IMPROVEMENT PROJECT	WX21159019	1	2023		\$ 975,000	IN GRANT PORTAL	MOVING 50+ CUSTOMERS TO NEWER 10" LINE AND ELIMINATING OLD 6" LINE THAT IS BELIEVED TO BE LEAKING
TURKEY WATER LINE REPLACEMENT	WX21159026	2	2023		\$ 6,822,000	IN GRANT PORTAL	REPLACING LINE FROM THE WATER PLANT TO THE TURKEY TANK. THIS LINE HAS HAD MULTIPLE LEAKS OVER THE YEARS AND IS A CRITICAL POINT FOR A LARGE SERVICE AREA IN THE SYSTEM.
COLDWATER LINE REPLACEMENT	WX21159023	2	2023		\$ 8,419,000	IN GRANT PORTAL	UP TO 4 WATER LINES IN THE SAME AREA WITH MANY WEAK POINTS
WATER PLANT CLARIFIER III REHAB		1	2020	2023	\$ 250,000	AML	THIS PROJECT WILL BE COMPLETED AS PART OF A LARGER PROJECT CURRENTLY UNDERWAY. RAKE DRIVE BEARING IS OUT.
TURKEY STORAGE TANK REHAB	WX21159025	1	2023		\$ 681,000	IN GRANT PORTAL	TANK IS ONE OF THE OLDEST AND IN THE WORST CONDITION IN OUR SYSTEM
Project 113-19-03 Replace Existing Mainline, Water Meters, Service Line, Valves & Hydrants in the Warfield Area	WX21159006	3	2019		\$ 1,260,658	AML	EXISTING PROJECT BIDDING SOON
Projects 113-19-05 & 113-19-06 Rehabilitation of Otto Brown Booster Station, Line replacement to Middlefork Tank, Upgrade of Davella Booster Station		1	2019 Scope changed 2022		\$ 750,000		REPLACING FAILING UNDERGROUND BOOSTER STATION IN THE SYSTEM TO ASSIST IN PROVIDING WATER TO THE AIRPORT, PRISON AND DAVELLA REGION.
FEMA BACKUP GENERATOR PROJECT	WX21159015	1	2022		\$ 1,320,000	FEMA	WILL BE GENERATOR AT 40E AND 40W BOOSTER STATIONS AND THE RAW WATER INTAKE
METER REPLACEMENT PROJECT	WX21159013	1	2023		\$ 2,000,000	IN GRANT PORTAL	REDUCE WATER LOSS, EFFECIENCY IN OPERATIONS AND ELIMINATION OF HUMAN ERROR IN METER READING
HIGH SCHOOL PUMP STATION CHECK VALVE		1	2022		\$ 81,000.00		ENABLE THE DISTRICT TO USE THE HIGH SCHOOL TANK TO PROVIDE WATER TO OTHER AREAS OF THE SYSTEM BESIDES THE HIGHSCHOOL. THIS PROJECT WILL REQUIRE A PIT INSTALLED IN THE GROUND ALONG WITH THE CHECK VALVE.
OLD ROUTE 3 - WATER IMPROVEMENT PROJECT	WX21159024	1	2023		\$ 5,066,000.00	IN GRANT PORTAL - UNFUNDED	THIS PROJECT WILL REPLACE TRANSMISSION LINE, SERVICE LINE AND METERS ALONG OLD ROUTE 3. A LINE THAT TYPICALLY SEES A LOT OF LINE LEAKS. IT WILL INSTALL VALVES EVERY 500' FOR FUTURE LEAK DETECTION.
MARTIN COUNTY WATER DISTRICT - LEAD SERVICE LINE INVENTORY	WX21159018	3	2023		\$ 299,250.00	IN GRANT PORTAL - UNFUNDED	This project is for the Utility to conduct a Lead Service Line Inventory as required under 40 CFR 141.84. This project consists of a system wide Lead Service Line (LSL) Inventory. This shall include a comprehensive inventory of each service connection within the system to determine the service line material on both sides of the meter.
WATER SYSTEM CONTROLS AND RAW WATER MODIFICATIONS PHASE III	WX21159018	3	2022		\$ 2,563,852.00	IN GRANT PORTAL - UNFUNDED	1) Replacement of Treatment Unit No. 2's Sludge Collector Drive, 2) An additional 20-Foot Section of the 10-inch DR 11 HDPE 4710 Pipe and an additional 20-Foot Section of 12" DR11 HDPE Pipe, 3) Paving of the Access Road at the Raw Water Intake Site, 4) Replacement of Carbon Steel Tube Settler Supports with 304/304L Stainless Steel Supports, 5) 60-Foot and 20-Foot Sections of 10-inch DR11 HDPE 4710 Flanged Pipe, 6) A second Pump Trailer, 7) Various Unit Price Items, 8) The project will replace existing main lines, service lines, and hydrants in an area that has been a perpetual source of leaks and breaks for the MCWD. The project will replace approximately 14,500 LF of the mainline, associated service line, and appurtenances
TOTAL					\$ 30,487,760		

MARTIN COUNTY WATER DISTRICT CAPITAL ITEMS				
PROJECTS NOT IN GRANT PROCESS	PRIORITY	YEAR	COST	COMMENTS
INEZ WATER LINE AND VALVE REPLACEMENT	1		\$ 5,318,000.00	OLDEST SECTION OF THE SYSTEM CONSISTING OF AC LINE AND OLD SERVICES. 90% WATER LOSS
DISTRIBUTION BUILDING AND PIPE YARD	3		\$ 897,000.00	CURRENT STAFF USE THE WATER PLANT PARKING LOT FOR STORAGE OF VEHICLES AND PARTS. THE CURRENT EQUIPMENT AND VEHICLES ARE LEFT IN THE ELEMENTS WHICH CAUSE DAMAGE OVER TIME
292 BOOSTER STATION AND WATER LINE REPLACEMENT	1		\$ 9,293,000.00	BOOSTER STATION IS UNDERGROUND AND SUBJECT TO FLOODING. ONLY 1 PUMP IS OPERATIONAL. A MASTER METER NEEDS INSTALLED AT THE PUMP STATION FOR LEAK DETECTION.
BIG ELK WATER LINE REPLACEMENT AND BOOSTER STATION REHABILITATION	2		\$ 2,433,000.00	BOOSTER STATION IS UNDERGROUND AND SUBJECT TO FLOODING. ONLY 1 PUMP IS OPERATIONAL. A MASTER METER NEEDS INSTALLED AT THE PUMP STATION FOR LEAK DETECTION.
BUFFALO HORN WATER LINE REPLACEMENT AND BOOSTER STATION REHABILITATION	2		\$ 2,186,000.00	BOOSTER STATION IS UNDERGROUND AND SUBJECT TO FLOODING. ONLY 1 PUMP IS OPERATIONAL AND THE CHECK VALVES HAVE FAILED. THIS AREA CURRENTLY HAS 65% WATER LOSS AND A MASTER METER NEEDS INSTALLED AT THE PUMP STATION FOR LEAK DETECTION.
645 WATER LINE REPLACEMENT AND BOOSTER STATION REHABILITATION	3		\$ 1,255,000.00	BOOSTER STATION IS UNDERGROUND AND SUBJECT TO FLOODING. THIS STATION NEEDS EQUIPPED WITH A MASTER METER FOR LEAK DETECTION IN THIS AREA.
WOLF CREEK/PIGEON ROOST WATER LINE REPLACEMENT	2		\$ 1,315,000.00	THE WATER LINE IN THIS AREA IS SUBJECT TO MULTIPLE BREAKS EACH YEAR AND CURRENTLY HAS 60% WATER LOSS. NEW LINE IN THIS AREA WITH VALVES WILL REDUCE WATER LOSS AND AID IN LEAK DETECTION IN OTHER LARGE PORTIONS OF THE SYSTEM.
MEATHOUSE WATER LINE REPLACEMENT AND BOOSTER STATION REHABILITATION	3		\$ 7,652,000.00	THIS WATER LINE IS THE FARTHEST AWAY FROM THE SYSTEM AND AN AREA THAT HAS SHOWN POTENTIAL FOR DBP ISSUES. THE BOOSTER STATION ONLY HAS ONE OPERATIONAL PUMP THAT MUST BE MANUALLY OPERATED CAUSING OPERATIONAL ISSUES. THIS STATION IS SUBJECT TO MULTIPLE POWER OUTAGES AND HAS NOT BACKUP POWER.
HODE WATER LINE REPLACEMENT	2		\$ 5,226,000.00	THIS AREA HAS BEEN SUBJECT TO MULTIPLE LEAKS. IT CURRENTLY

CASSELL BRANCH WATER LINE REPLACEMENT AND BOOSTER STATION REHABILITATION	3		\$ 1,574,000.00	EXISTING BOOSTER STATION ONLY HAS 1 FUNCTIONAL PUMP. NO TELEMETRY TO PLANT AND NO BACK UP POWER. SEVERAL HYDRAULIC ISSUES WITH THE WATER LINES THAT HAVE LED TO LOW PRESSURE FOR CUSTOMERS AND MANY LEAKS.
CREEK CROSSING REPLACEMENT	2		\$ 1,000,000.00	STATISTICALLY CREEK CROSSINGS CAN BE A MAJOR AREA FOR WATER LOSS THAT IS DIFFICULT TO FIND. NEW CREEK CROSSINGS IN STRATEGIC AREAS WOULD HELP REDUCE WATER LOSS AND INCREASE THE LONGEVITY OF THE SYSTEM.
VALVE INSERTION	2		\$ 750,000.00	MANY VALVES IN THE SYSTEM ARE INOPERABLE AND IN NEED OF REPLACEMENT. ADDITIONALLY, VAVLES ARE NEEDED FOR CONTINUED LEAK DETECTION
WATER PLANT HIGH SERVICE PUMP REPLACEMENT	1		\$ 850,000.00	BOTH PUMPS HAVE BEEN IN SERVICE FOR A LONG TIME AND ARE IN MUCH NEED OF REPLACEMENT
PASSENGER TRUCK 4X4	1	2024	\$ 60,000.00	CURRENT VEHICLES ARE INOPERABLE
1 ton 4x4 tool truck with Hoist, Generator, and Compressor	1	2023	\$ 120,000.00	CURRENT TRUCK IS OWNED BY SANITATION DISTRICT
ROAD BORE MACHINE	1		\$ 15,000.00	WOULD ALLOW THE DISTRICT TO DO ITS OWN TAPS AND BORES FOR WATER LINE INSTEAD OF CONTRACTING IT OUT.
ONLINE TURBIDIMETERS AND CONTROLLER	2		\$ 22,626.00	CURRENT TURBIDIMETERS ARE OBSOLETE
BIG LICK WATER LINE REPLACEMENT AND BOOSTER STATION REHAB	3		\$ 1,877,000.00	EXISTING BOOSTER STATION ONLY HAS 1 FUNCTIONAL PUMP. NO TELEMETRY TO PLANT AND NO BACK UP POWER. SEVERAL HYDRAULIC ISSUES WITH THE WATER LINES THAT HAVE LED TO LOW PRESSURE FOR CUSTOMERS AND MANY LEAKS.
PETER CAVE WATER LINE REPLACEMENT AND BOOSTER STATION REHAB	3		\$ 1,457,000.00	EXISTING BOOSTER STATION IS STRUCTURALLY UNSOUND AND ONLY HAS 1 FUNCTIONAL PUMP. NO TELEMETRY TO PLANT AND NO BACK UP POWER. SEVERAL HYDRAULIC ISSUES WITH THE WATER LINES THAT HAVE LED TO LOW PRESSURE FOR CUSTOMERS.
KERMIT WATER LINE CONNECTION				
TOTAL			\$ 43,300,626.00	

**MARTIN COUNTY WATER DISTRICT ANNUAL CAPITAL ITEMS**

<b>RECURRING PROJECTS</b>	<b>YEAR</b>	<b>COST</b>	<b>COMMENTS</b>
10% METER REPLACEMENT	ANNUALLY	\$ 80,000.00	AS REQUIRED BY PSC
TANK INSPECTIONS/CLEANING	ANNUALLY	\$ 7,000.00	1 TANK PER YEAR SHOULD HAVE THEM INSPECTED EVERY 10 YEARS
VEHICLE REPLACEMENT	ANNUALLY	\$50,000.00	ROUTINE FLEET MAINTENANCE AND CHANGE OUT NOT EQUIPMENT EXPENSE

<b>TOTAL</b>	<b>\$ 137,000.00</b>
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**MARTIN COUNTY WATER DISTRICT  
SUBCONTRACTOR PROFESSIONAL SERVICES AGREEMENT**

This Agreement ("Agreement") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ ("CONSULTANT") and MARTIN COUNTY WATER DISTRICT ("CLIENT"), a Kentucky quasi government agency, according to the following terms and conditions

**1. SERVICES:** CONSULTANT agrees to perform for the CLIENT certain professional services ("Services") described in Proposal No. \_\_\_\_\_ which is attached hereto as Exhibit A and further described as follows:

\_\_\_\_\_

\_\_\_\_\_

The Services are to be rendered in accordance with the following terms and conditions.

**2. FEES, INVOICES AND PAYMENTS:**

The Services will be performed on a firm-fixed price, time and materials, or guaranteed maximum price basis as defined in Exhibit A (CONSULTANT Proposal) with compensation due for all goods and services provided by CONSULTANT, computed in accord with CONSULTANT's current rates for Time & Material work OR as defined by schedule of values agreed upon by the parties. CONSULTANT's particular applicable T & M Rate Sheet and/or schedule of values for the Services is/are attached hereto as Exhibit B. Other compensation provisions are as follows: Invoices will be submitted by CONSULTANT no more frequently than once per month, with payment due within 14 days of payment receipt by Pioneer and upon CLIENT'S acceptance of invoice. Payment shall be in U.S. Dollars.

**3. CLIENT'S COOPERATION:** To assist CONSULTANT in performing the Services, CLIENT shall (i) provide CONSULTANT with relevant material, data, and information in its possession pertaining to the specific project or activity, (ii) consult with CONSULTANT when requested, (iii) permit CONSULTANT reasonable access to relevant CLIENT sites, (iv) ensure reasonable cooperation of CLIENT's employees in CONSULTANT's activities, and (v) notify and report to all regulatory agencies and/or governmental entities and subdivisions as required.

**4. CONFIDENTIALITY:** In the course of performing Services, to the extent that CLIENT discloses to CONSULTANT, business or technical information that CLIENT clearly marks in writing as confidential or proprietary, CONSULTANT will exercise reasonable efforts to avoid the disclosure of such information to others. Nonetheless, CLIENT shall treat as confidential all information and data furnished to it by CONSULTANT in connection with this Agreement including, but not limited

to, CONSULTANT's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party.

Nothing herein is meant to prevent nor shall be interpreted as preventing either party from disclosing and/or using any information or data (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party, (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; (iii) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereto; (iv) where a written release is obtained by the receiving party from the transmitting party; (v) three (3) years from the date of receipt of such information; or (vi) when required by process of law; provided, however, upon service of such process, the recipient thereof shall use reasonable efforts to notify the other party and afford it an opportunity to resist such process.

**5. RIGHT TO USE INFORMATION AND DOCUMENTS:** CLIENT may use any final reports of findings, feasibility studies, industrial hygiene and safety, engineering work or other work performed or prepared by CONSULTANT under this Agreement for its internal purposes in connection with the project and/or location indicated in the Services for which such work was prepared, but CONSULTANT reserves all other rights with respect to such documents and all other documents produced in performing the Services. CLIENT shall obtain prior written consent from CONSULTANT for any other use, distribution, or publication of such reports or work results. Unless otherwise expressly agreed to in writing, nothing in this Agreement shall be interpreted to prevent CONSULTANT from application and use of any information learned by it from the Services (subject to the provisions of Section 4). All reports will be delivered subject to CONSULTANT's then current limitations and disclaimers.

**6. PATENTS AND CONFIDENTIAL INFORMATION:** CONSULTANT shall retain all right and title to all patentable and unpatentable inventions including any and all knowledge developed by CONSULTANT in the process of performing the Services. However, CONSULTANT hereby grants to CLIENT a royalty-free, nonexclusive, non-assignable license as to such inventions and knowledge to use the same in any of CLIENT's facilities. Information submitted to CLIENT by CONSULTANT hereunder is not intended nor shall such submission constitute inducement and/or contribution to infringe any patent(s) owned by a third party, and CONSULTANT specifically disclaims any liability therefore.

**7. DELAYS AND CHANGES IN CONDITIONS:** If CONSULTANT is delayed or otherwise in any way hindered or impacted at any time in performing the Services by

(i) an act, failure to act or neglect of CLIENT or CLIENT's employees or any third parties; (ii) changes in the scope of the work; (iii) unforeseen, differing or changed circumstances or conditions including differing site conditions, acts of force majeure (such as fires, floods, riots, and strikes); (iv) changes in government acts or regulations; (v) delay authorized by CLIENT and agreed to by CONSULTANT; or (vi) any other cause beyond the reasonable control of CONSULTANT, then 1) the time for completion of the Services shall be extended based upon the impact of the delay, and 2) CONSULTANT shall receive an equitable compensation adjustment. Any such equitable adjustment shall be based on CONSULTANT's then current Time and Material Rates, as may be provided in a Rate sheet attached hereto.

**8. INSURANCE:** CONSULTANT shall maintain Commercial Liability and Automobile Liability Insurances (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage. CONSULTANT shall also maintain Professional Liability Insurance (in the amount of \$2,000,000 combined single limit). Insurance certificates will be furnished to Client prior to the start of services and name CLIENT additionally insured. CONSULTANT shall also maintain Worker's Compensation Insurance, as required by law. If the CLIENT requires further insurance coverage, CONSULTANT will endeavor to obtain said coverage.

**9. RISK ALLOCATION -** CONSULTANT hereby agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and considering CLIENT's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for CONSULTANT's agreement to perform the Services on the terms and at the price herein provided for, CONSULTANT SPECIFICALLY AGREES THAT CLIENT'S LIABILITY SHALL BE STRICTLY LIMITED AS PROVIDED IN SECTIONS 10 THROUGH 12 OF THIS AGREEMENT.

**10. WARRANTY:** CONSULTANT is an independent contractor and, except as otherwise provided herein, CONSULTANT's Services will be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted professional practices and standards governing recognized firms in the area engaged in similar work. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.

**11. INDEMNITIES:**

a. CONSULTANT shall defend, indemnify and hold harmless CLIENT from and against loss or damage to tangible property, or injury to persons, to the extent arising from the negligent acts or omissions or willful misconduct of CONSULTANT, its subcontractors, and their respective employees and agents acting in the course and scope of their employment; provided, however, CONSULTANT shall indemnify CLIENT from and against any loss or damage in the handling or management of any hazardous or radioactive material, or any pollution, contamination, or release of hazardous or radioactive materials, only to the extent resulting from CONSULTANT's gross negligence or willful misconduct.

b. CLIENT (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) shall defend, indemnify and save harmless CONSULTANT (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against (i) acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents, or of third parties; (ii) any allegations that CONSULTANT is the owner, operator, manager, or person in charge of all or any portion of a site addressed by the services, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, transportation or disposal site for, any material with respect to which Services are provided, and (iii) any pollution, contamination or release of hazardous or radioactive materials, including all adverse health effects thereof, except for any portion thereof which results from CONSULTANT's gross negligence or willful misconduct. Further, no indemnity by CONSULTANT shall not apply to any such loss, damage, injury or liability.

**12. LIMITATIONS OF LIABILITY:**

a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY CONSULTANT SHALL BE TO REQUIRE CONSULTANT TO RE-PERFORM ANY DEFECTIVE SERVICES. CONSULTANT'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, THE LESSER OF THE AMOUNT OF COMPENSATION FOR THE SERVICES (WHICH AMOUNT INCLUDES ANY FEES AND COSTS INCURRED IN RE-PERFORMING SERVICES). THE REMEDIES IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES. ALL CLAIMS, INCLUDING THOSE FOR NEGLIGENCE OR ANY OTHER



CAUSE WHATSOEVER SHALL BE DEEMED WAIVED UNLESS SUIT THEREON IS FILED WITHIN ONE (1) YEAR AFTER THE EARLIER OF (1) CONSULTANT'S SUBSTANTIAL COMPLETION OF THE SERVICES OR (2) THE DATE OF CONSULTANT'S FINAL INVOICE.

13. **GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the State of Kentucky.

14. **TERMINATION:** Either party may terminate this Agreement with or without cause upon twenty (20) days' written notice to the other party. Upon such termination, CLIENT shall pay CONSULTANT for all ACCEPTED Services performed hereunder up to the date of such termination. In addition, if CLIENT terminates, CLIENT shall pay CONSULTANT all reasonable costs and expenses incurred by CONSULTANT in effecting the termination, including, but not limited to non-cancelable commitments and demobilization costs.

15. **ASSIGNMENT:** Neither CONSULTANT nor CLIENT shall assign any right or delegate any duty under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Services may be performed by any subsidiary or affiliate of CONSULTANT., or other person designated by CONSULTANT, and, CONSULTANT may, upon notice to CLIENT, assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement.

16. **MISCELLANEOUS:**

a. **ENTIRE AGREEMENT, PRECEDENCE, ACCEPTANCE MODIFICATIONS:** This Agreement, together with all attachments and supporting documents, as well as the terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provisions of the Services by CONSULTANT to the CLIENT. All previous proposals, offers, and other communications relative to the provisions of these Services by CONSULTANT, whether oral or written, are hereby superseded, except to the extent that they have been expressly incorporated by reference herein. In the event of conflict, the 7 pages of this Agreement shall govern. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing CONSULTANT to begin work. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgement or other document issued by the CLIENT is hereby expressly objected to by CONSULTANT and shall not operate to modify the Agreement.

b. **DISPUTES, ATTORNEY FEES** – Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be first submitted for non-binding mediation with a person to be mutually agreed upon by the Corporation and the party or parties involved.

c. **WAIVER OF TERMS AND CONDITIONS** - The failure of CONSULTANT or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in the Agreement or the waiver by CONSULTANT or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

d. **NOTICES** – Any notices required hereunder may be sent by orally confirmed US Mail, courier service (e.g. FedEx), orally confirmed telecopy (fax) or orally confirmed email (further confirmed by US Mail) to the addresses set forth below.

e. **SEVERABILITY AND SURVIVAL** - Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement.

Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. For example, if the gross negligence standard in Section 11 is unenforceable under an applicable “anti-indemnity” statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therefor. The terms and conditions set forth herein shall survive the termination of this Agreement.

CLIENT and CONSULTANT agree to the foregoing (**INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 9-12**) and have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Executed on the date first printed above.

**CONSULTANT**

Name: \_\_\_\_\_

By (Sign): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

EIN: \_\_\_\_\_

**MARTIN COUNTY WATER DISTRICT**

By (Sign): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_