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ADMITTED IN KY AND WV

December 16, 2024

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 the information packet for the December 17, 2024 Special 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 Special Board meeting on December 17, 2024.



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WATER DISTRICT
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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 16th day of December, 2024, 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

Special Meeting, Tuesday, December 17, 2024 – 6:00 p.m.
Martin County Government Center (2nd Floor)

- 1) Open Meeting with Prayer and Pledge of Allegiance

- 2) Call the meeting to order

- 3) Review and Consideration to Approve Minutes

- 4) Review and Consideration of Financial Reports
 - A. Review and Consideration to Approve Treasurer's Report
 - B. Review and Consideration to Approve Other Financials

- 5) Review and Consideration to Approve Bills

- 6) Legal
 - A. Any Issues for Discussion with Board Attorney

- 7) Operations
 - A. Alliance Operations Report
 - B. MOR
 - C. Water Loss Report
 - D. Leak Adjustments

- 8) Capital Projects Report
 - A. Project Updates
 - B. 5 Year CIP

- 9) Other Old Business

- 10) Other New Business
 - A. 40 East AML WSRP MOA for Signature
 - B. Xylem Pump Status

- 11) Consider Motion to Convene into Closed Executive Session

12) Consider Motion to Close Executive Session

13) Introduction of Guest-Five (5) Minute Maximum

14) 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
Regular Meeting of the Board of Directors
November 26, 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, Erica Bogenpohl

Guests: Steve Caudill, Madison Mooney

The Regular Meeting of the Martin County Water District was held on November 26, 2024, at the Martin County Government Center, at 42 East Main St (2nd Floor), Inez, Kentucky 41224. Mr. Thoma called the meeting to order at 6:01 p.m.

Mr. Thoma called for review of the November 12, 2024 Board Meeting minutes

- Mr. Hensley motioned to accept the November 12, 2024 minutes
- Mrs. McCoy 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
- Mr. Kirk seconded
- All ayes
- Motion carried
- Mr. Adams presented Other Financials
- Mrs. McCoy motioned to approve Other Financials
- Mr. Hensley seconded
- All ayes
- Motion carried
- Mr. Thoma asked for a motion to approve the Bad Debt Write Off/Collection Agency
- Mr. Robinson motioned to approve the Bad Debt Write Off/Collection Agency
- Mr. Kirk seconded
- All ayes
- Motion carried
- Mr. Thoma asked for a motion to approve the 2025 budget
- Mr. Hensley motioned to approve the 2025 budget

- Mr. Kirk seconded
- All ayes
- Motion carried

Mr. Thoma called for review and consideration to Approve Bills

- Mr. Adams requested that the Board hold off approving the payment to Rain for Rent. He stated they were in conversation with them about some of the charges
- Mr. Hensley motioned to approve the List of Bills except Rain for Rent
- Mr. Kirk seconded
- All ayes
- Motion carried

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

- Mr. Thoma asked for a motion to have the Board Attorney draft a letter to the PSC requesting relief of the quarterly Evans reporting
- Mr. Robinson motioned to approve the Board Attorney drafting a letter to the PSC requesting relief of the quarterly Evans reporting
- Mrs. McCoy seconded
- All ayes
- Motion carried
- Mr. Thoma discussed the RWI correspondence with BSADD. He asked for a motion to have the Board Attorney craft a letter to BSADD asking them to pull Xylem Solutions bond and to pay us from that bond
- Mr. Hensley motioned to approve the Board Attorney crafting a letter to BSADD asking them to pull Xylem Solutions bond and to pay us from that bond
- Mr. Robinson seconded
- All ayes
- Motion carried

Mr. Thoma called for review of the Operations Report

- Mr. May presented the Operations Report
- Alliance Director of Safety Mark Mahler on site to perform training- staff received Flagger and Trench and Shoring competent person training
- WTP to Distribution are down from September to October
- September Average- 1.49 MG Daily
- October Average- 1.31 MG Daily
- WTP is currently averaging 1.26 MG Daily
- New diesel pump from United Rentals\ and bulk tank installed at raw water intake-reservoir was getting close to top of the second screen before new pump installed now back on third screen- estimated to full by end of November

- Fixed 3 long term leaks- estimated water loss 3 MG Monthly
- Leak detection program identified 32 new leaks
- Fixed a total of 38 water leaks in the distribution system for the month of October
- Took apart control valve at 40E pump station & installed new seals (valve not holding and water backflowing thru station)- ordering ASCO valve to correct issue
- Removed 2nd pump at 292 pump station to do cost analysis on rebuild or replace
- 40W pump #2 is going out and is not pumping like it should. Needs a stack kit or replacement- this will be expensive but necessary cost
- Started winterizing all pump stations

Mr. Thoma called for review of the MOR

- Mr. May presented the monthly MOR

Mr. May presented an update of the water loss report

- Water loss was reported at **57.49%** for the month of October 2024
- Mr. Kirk presented the Board with a water loss report for surrounding counties

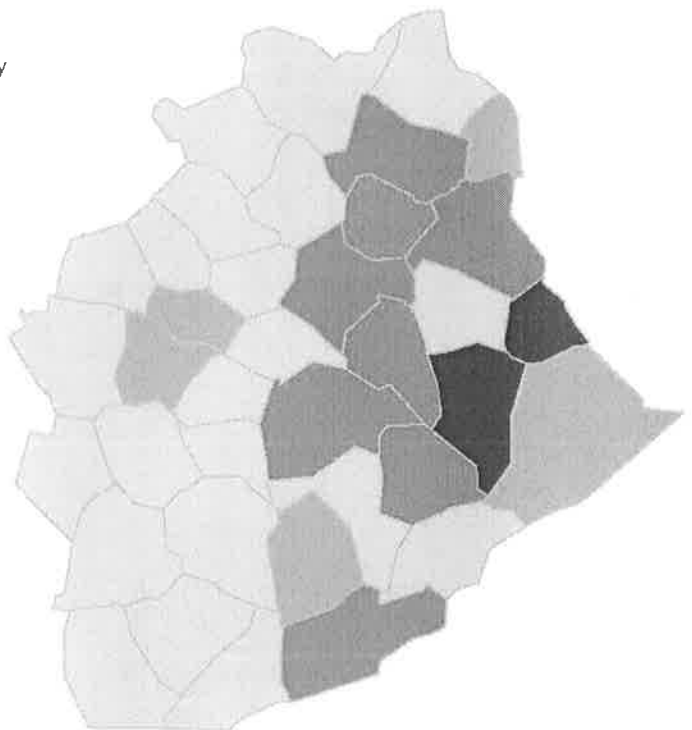
Water Loss in Eastern Kentucky

Found via annual reports filed by water districts to the Kentucky Public Service Commission

https://psc.ky.gov/utility_main.asp?main=reports

- Martin County – Martin County Water District: **57.49% as of October 2024**
- Breathitt County – Breathitt County Water District: 14.16%
- Boyd/Lawrence County – Big Sandy Water District: 39.13%
- Boyd County – Cannonsburg Water District: 20.34%
- Carter County – Rattlesnake Ridge Water District: 42.41%
- Elliott County – Sandy Hook Water District: 9.92%
- Estill County – Estill County Water District: 25.95%
- Floyd County – Southern Water District: 56.69%
- Harlan County – Black Mountain Utility District: 38.10%
- Harlan County – Cawood Water District: 21.60%
- Knott County – Knott County Water District: 11.76%
- Leslie County – Hyden-Leslie County Water District: 18.77%
- Letcher County – Letcher County Water District: 15.54%
- Magoffin County – Magoffin County Water District: 11.76%
- Morgan County – Morgan County Water District: 34.05%
- Pike County – Mountain Water District: 27.81%
- Powell County – Powell's Valley Water District: 18.67%

AVERAGE: 27.94%
 AVERAGE without Martin County: 25.42%
 MEDIAN: 21.60%



Mr. Thoma presented the Board with the August Leak Adjustments

- Mr. Kirk motioned to approve the August Leak Adjustments
- Mr. Hensley seconded

- All ayes
- Motion carried

Mr. Adams presented an update on the capital projects report

- Mr. Adams stated Mr. Caudill was here to go over the project update report, therefore he didn't see a need to double the information provided
- Mr. Thoma discussed the CIP list. He stated that he had sat down with the Alliance and went through the CIP list. They updated it. They met with the judge and this office, went through it and provided BSADD an update on that list. They will be having a meeting on December 4th to vote on the priorities

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

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

- Mr. Thoma advised that tank 292 had a grant for the Telemetry, and he's going to ask a motion from the Board to approve him to sign that grant so that we can complete that 292-telemetry work
- Mr. Cumbo reviewed the document and highlighted one concern specific to whom we have to do the work and make sure this document falls down to them
- Mr. Cumbo advised that section 5B, it provides that the agreement the grant assessment agreement can be terminated without cause with 30 days' notice. Whoever our contractor is, needs to be aware that possibility's out there. The grant assessment folks decide they want to cut us off
- Mr. Thoma advised this agreement would have to flow down its entirety to the sub-contractor doing the work. He asked Brian if that would satisfy the agreement?
- Mr. Cumbo answered, yes it would
- Mr. Thoma asked for a motion from the Board to approve him to sign the grant document
- Mr. Kirk motioned to approve Mr. Thoma to sign the grant document
- Mr. Hensley seconded
- All ayes
- Motion carried
- Mr. Thoma asked for a motion to approve him to sign telemetry contract amendment to close out grant 17P-050
- Mr. Hensley motioned to approve Mr. Thoma to sign the telemetry contract amendment to close out grant 17P-050
- Mr. Robinson seconded
- All ayes
- Motion carried
- Revenue Sufficient Report- Mr. Adams stated that this is a requirement for the KIA loan, you have to submit this document to them by end of year. It lets them see based off of your revenue statement of where you're sitting at for the year. Mr.

Adams noted that the Board would have to have a motion to submit this statement with a letter stating what the Board's goal is to make enough of the deficit on your revenue

- Mr. Thoma stated so that the Board knows what that goal is, our response is simply this; we're going to change out the water meters and that's going to increase our revenue and it's also going to decrease our water loss. In essence, you're seeing a savings on one end and a revenue increase on the other. We don't feel that there's merit in a rate increase at this time. That's basically what our response will be. Mr. Thoma asked if we had a motion to approve to send that letter to the PSC as stated
- Mr. Robinson motioned to approve response letter and revenue sufficient report to the PSC
- Mrs. McCoy seconded
- All ayes
- Motion carried
- Mr. Thoma asked for approval of a special meeting on December 12th for an executive closed session with Alliance
- Mr. Hensley motioned to approve the special meeting on December 12th for an executive closed session with Alliance
- Mr. Kirk seconded
- All ayes
- Motion carried
- Mr. Thoma asked for a motion to reschedule the regular December meeting to December 17th. It's currently scheduled for December 24th.
- Mr. Robinson motioned to reschedule the regular December meeting to December 17th
- Mrs. McCoy seconded
- All ayes
- Motion carried
- RWI & WTP Improvements- Mr. Caudill addressed the Board with the Project Updates. He advised that the plan was to have one of their plan engineers at the meeting, but he had a family emergency and was unable to attend. Because of that, they are going to go ahead and prepare a written summary of the results and forward those to the Board for review. They will be available between this meeting and the next to meet with Alliance, Tim, or anyone else that wants to. They can also give a presentation at next month's meeting on the 17th
- Mr. Thoma asked Mr. Caudill if he could give them a feel for what the contents of that documents going to be and more importantly, in his mind is, what is Bell doing to progress to fixing the problem out there
- Mr. Caudill advised that they have re-ran all the hydraulics and he'll give them all that information. Basically, there should be no problem with the big pump obviously
- Mr. Thoma asked if he meant the big pump meaning the 300hp pump?
- Mr. Caudill answered, no the big pump meaning the 600hp pump
- Mr. Caudill advised they are also reviewing all the documents and if there's any issues with the hp on the pump, we'll work and resolve those for you as quickly as

possible. Also, they're looking at a couple other issues that could potentially be causing some problems out there. Including some problems with prime and a couple other things. They're researching that too and will have some information on that for the Board shortly

- Martin County Master Water Plan Phase 1- Mr. Caudill spoke about how Mr. Thoma had reached out to Mr. Eric Mills, CEO of Thrive Coalition, which has the grant from Toyota. Mr. Caudill had some correspondence with Mr. Mills and he's going to email them the description of the RFQ and what the expectations and deliverables associated with the grant are. At that point we'll work with the Board to prepare a proposal to submit back to Thrive
- Mr. Thoma stated that one of the things he thinks would help this Board is obviously you can't deliver a full plan for the \$50,000, but I figured we'd call it a Phase 1, and that's what were giving to Thrive Coalition. But also, what he would like to know is what can you deliver under Phase 2 and for how much?
- Mr. Caudill advised they would go ahead and prepare the proposal for Eric's request that shows the Phase 1 portion, but then will put in what can be done as part of Phase 2 that would not be funded by this project so that will give you a better idea of what you get and what the cost of that will be
- Collins Creek Area Line Improvements- Mr. Caudill said they did a walk through on November 20th, 2024 and a punch list was prepared and forwarded to the contractor. Those are items he needs to address in order to completely close out the project. Mr. Caudill said he did a good job on the project. The only punch list items were related to seeding and some places associated with the flushing of some hydrants. There are some places that they have asked the contractor to go back and repair and totally re-seed them. Also, they are preparing a closeout certification and all the other documents that we need to make that finalized. Once he's done, they'll start circulating those documents. Lastly, they have forwarded the final amount the contractor's last pay request will be to BSADD. This will give them an exact number on what's left in that project. It appears there will be over \$500,000, but they'll have a more exact number once BSADD gets back with them
- Mr. Thoma asked Mr. Caudill what was the avenue taken with BSADD to re-direct those dollars?
- Mr. Caudill advised he thinks that a lot of it goes to the list that Mr. Adams has been working on, for what the district needs and how much the approximate cost is
- Mr. Caudill stated he would ask to see how it could be revised to pay for different items
- KY 292 Telemetry Project- Working with Alliance, BSADD and the contractor to get two check valves installed when they return to complete the work. Microcomm has been asked to provide an explanation for the taller antenna along with the price if they purchase the check valve with no mark up and have them delivered here and Mr. Adams will install in order to save some money
- Sester Branch Utility Relocation- Pre-construction meeting was held on November 20th, 2024. KYTC staked the right of way for the contractor yesterday. The contractor is scheduled to begin the project next week. The project time is scheduled to be 30 days to substantial completion, that means when you can

utilize it. 45 days to final completion, that means when they are completely done and out of there.

- KY 292 Utility Relocation- Bid for the project should open in December and the project should go to construction early next year. At the last meeting it was asked to provide copies of the contracts between KYTC and the Martin County Water District. Bell has contacted KYTC and requested those. They are currently copying those and said they would forward those as soon as they had them all copied. Mr. Caudill will forward those to the Board as soon as he receives them
- Mr. Adams addressed the Alliance Water Meter Project Update. He stated that at the last meeting the Board voted to standardize with the Mueller meters and to have Alliance do the install. Staff has prepared a document based on the budget amount and that is what is provided on 10F-1 of the Board packet. Page 10F-2 is a sole source letter for Mueller Metrology. To purchase these meters, Consolidated Pipe is the only provider in the state of KY. Page 10F-3 is an actual quote from Consolidated Pipe for the meters to be replaced
- Mr. Thoma asked what would happen if we came under budget with the meter replacement?
- Mr. Adams stated any remaining funds could be used to replace zone meters in the system that are not currently in the original project
- Mr. Thoma asked Mr. Adams if by the next Board meeting, he could provide a quote for the additional meters so they could compare that to the remaining budget?
- Mr. Adams answered, yes
- Review and Consideration for Remaining Funds from the Collins Creek Project- Mr. Adams presented the Board with the list of items based off where we thought, at the time, we could spend that money. It was for items at the plant or the intake. He advised they could revisit this item once Mr. Caudill got confirmation that the money could be spent somewhere else, but right now these are his recommendations
- Mr. Thoma asked for the authorization to sign Sester Branch Specification Contract once himself and Mr. Cumbo review and agree with the contract
- Mr. Hensley motioned to approve the authorization of Mr. Thoma to sign the Sester Branch Specification Contract
- Mr. Kirk seconded
- All ayes
- Motion carried
- Mr. Thoma talked about the discussion of the Prestonsburg Wholesale Contract. Mr. Thoma reviewed the contract and the issue that he noticed was the rate we're charging Prestonsburg. Right now, it's a little over \$4.00 per 1,000 gallons. Right now, our cost is \$4.25 per 1000 gallons?
- Mr. Adams stated it was cost for production and transmission
- Mr. Thoma stated if you do the math, we are loosing around \$7,500 a year. He's asking the Board to authorize himself and Mr. Cumbo to sit down with Prestonsburg and re-negotiate the wholesale value and not any other terms of the agreement

- Mr. Robinson motioned to approve Mr. Thoma and Mr. Cumbo to set down with Prestonsburg to try and re-negotiate the wholesale value part of the contract
- Mr. Hensley seconded
- All ayes
- Motion carried

Executive session not required this meeting

Mr. Thoma inquired if there were any guest requesting to speak.

- Madison Mooney introduced herself to the Board again and her new colleague Natasha Moore. Ms. Mooney asked if the Board had given any thoughts about an all-call system. Harlan County has one and wondered if we could get one? She stated she would reach out to KY Rural Water and see if she could find us any funding for it

Mr. Thoma requested a motion to adjourn.

- Mr. Hensley motioned to adjourn the meeting at 7:19 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
November 30, 2024

	11/30/24	11/30/23
ASSETS		
CURRENT ASSETS		
Checking Account - Operations	\$ 48,909.51	\$ (36,346.20)
Revenue Fund - EFT	7,883.75	2,878.46
Debt Service Surcharge Fund	1,000.09	85,638.19
Management Infrastructure Surcharge Fund	1,000.16	1,000.09
Security Deposits	102,727.76	104,784.59
Cash on Hand	900.00	900.00
Total Cash	162,421.27	158,855.13
Accounts Receivable	385,404.21	361,897.61
Allowance for Doubtful Accounts	(66,755.02)	(79,798.52)
Unbilled Accounts Receivable	46,933.00	80,438.00
Inventory	4,249.44	2,948.14
Prepaid Expenses	11,248.07	7,915.42
Total Current Assets	543,500.97	532,255.78
PROPERTY, PLANT, & EQUIPMENT		
Land	214,713.83	214,713.83
Water Supply & Distribution System	28,460,189.36	28,489,616.26
Buildings	500,263.89	500,263.89
Equipment & Furniture	6,186,445.00	6,362,125.35
Vehicles	47,635.45	69,420.45
Construction Work in Progress	333,133.88	289,477.42
Leased Assets	33,934.71	33,934.71
Less: Accumulated Amortization - ROU leased asset	(27,621.30)	(18,151.14)
Less: Accumulated Depreciation	(19,620,987.22)	(19,124,283.40)
Net Property, Plant, & Equipment	16,127,707.60	16,817,117.37
RESTRICTED CASH		
Grant Fund	63.07	63.07
Sinking Fund - RD	13,241.60	7,274.52
Regions Sinking Fund	98,173.76	95,569.37
KIA Sinking Fund	5,794.61	7,101.97
KACO Sinking Fund	8,485.34	8,264.85
Depreciation Fund	1,022.70	1,022.46
Cost of Issuance Fund 2022	2,098.00	2,098.00
Certificate Fund - 2022 Debt Svc	-	20,195.84
Revenue Fund - 2022	-	3,532.00
Rt 40E Water Improvement Project	100.00	-
Accrued Interest Receivable	390.00	502.00
Total Restricted Cash	129,369.08	145,624.08
 Total Assets	 \$ 16,800,577.65	 \$ 17,494,997.23

Martin County Water District
Balance Sheets
November 30, 2024

	11/30/24	11/30/23
LIABILITIES AND DISTRICT'S EQUITY		
CURRENT LIABILITIES		
Accounts Payable	\$ 310,582.02	\$ 149,218.03
Sales Tax Payable	3,088.71	2,602.64
School Tax Payable	6,514.38	6,472.89
Current Portion of Lease Liabilities	9,869.98	-
Long Term Debt-Current	50,691.96	54,845.14
Accrued Interest Payable	24,749.22	36,498.07
Customer Deposits	103,553.73	98,790.58
Total Current Liabilities	509,050.00	348,427.35
LONG-TERM DEBT		
Lease Liability - Rent	6,948.58	16,769.52
Note Payable - KIA	-	228,875.96
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	15,162.00	15,916.87
Bonds Payable - 2022 B	-	1,110,000.00
Note Payable - KIA WMAF	1,272,931.19	-
Bonds Premium - 2022 B, Net of A/Amort	-	658.65
Current Portion of Lease Liabilities	(9,869.98)	-
Less Current Portion of L-Term Debt	(50,691.96)	(54,845.14)
Other Inflow Resources - Pension	22,451.00	372,879.00
Total Long-Term Debt	2,788,152.79	3,301,476.82
Total Liabilities	3,297,202.79	3,649,904.17
DISTRICT'S EQUITY		
Retained Earnings (Deficit)	14,016,387.87	14,091,210.57
YTD Net Income	(513,013.01)	(246,117.51)
Total District's Equity	13,503,374.86	13,845,093.06
Total Liabilities and District's Equity	\$ 16,800,577.65	\$ 17,494,997.23

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

November, 2024			YTD				
Actual	Budget	P/Yr		Actual	Budget	P/Yr	Annual Budget
			Operating Revenues				
\$ 168,569	\$ 175,833	\$ 179,979	Water Sales - Residential	\$ 1,948,334	\$ 1,934,163	\$ 1,956,963	\$ 2,110,000
37,402	29,167	31,278	Water Sales - Commercial	388,522	320,837	349,022	350,000
6,176	10,417	5,859	Water Sales - Public Authorities	105,865	114,583	126,566	125,000
63	33	39	Bulk Water Sales	530	367	410	400
4,000	2,215	-	Connection Fees - Tap	18,076	24,365	24,543	26,580
6,375	4,583	5,665	Late Charge Fees	71,836	50,413	65,494	55,000
4,017	1,955	733	Reconnect/Meter Sets/Other Fees	31,136	21,510	21,809	23,465
8,617	8,917	8,741	Debt Service Surcharge	95,381	98,087	96,100	107,000
15,465	15,673	15,686	Management Infrastructure Surcharge	171,177	172,408	172,477	188,081
-	-	-	Miscellaneous Income	960	-	1,681	-
250,685	248,793	247,980	Total Operating Revenues	2,831,817	2,736,733	2,815,065	2,985,526
			Operating Expenses				
-	-	-	Employee Benefits	(87)	-	-	-
2	2,500	6,119	Water Purchased	46,615	27,500	24,393	30,000
168,507	168,507	168,507	Management & Operations Contract	1,853,577	1,853,577	1,853,577	2,022,084
24,912	27,917	20,808	Utilities	248,897	307,087	207,596	335,000
2,631	2,500	1,381	Insurance	27,046	27,500	20,222	30,000
44,775	9,167	51,303	Repairs & Maintenance	377,081	100,833	360,452	110,000
-	83	39	Outside Services	407	917	625	1,000
2,328	833	313	Legal Expenses	9,800	9,167	7,250	10,000
-	-	-	Accounting/Audit	8,125	8,000	7,985	8,000
3,750	3,750	4,167	Bad Debts	41,250	41,250	45,833	45,000
-	-	-	Bond Trustee Fees	900	500	900	500
432	385	423	Dues	4,716	4,235	4,311	4,620
951	344	298	Office Expense	6,096	3,786	3,939	4,130
-	833	-	Rent Expense	25	9,163	25	10,000
-	-	-	Regulatory Assess Fees	4,703	-	3,863	-
69	125	134	KY 811 Services	1,797	1,375	1,917	1,500
15	55	259	Miscellaneous Expenses	(559)	605	763	660
303	5	6	Customer Deposit Interest Expense	7,386	60	82	65
248,675	217,004	253,756	Total Operating Expenses	2,637,775	2,395,555	2,543,733	2,612,559
2,010	31,789	(5,777)	Net Income B/4 Other Income (Expenses)	194,043	341,178	271,332	372,967
			Other Income (Expenses)				
-	-	-	Gain (Loss) on Sale of Assets	-	-	1,645	-
-	-	72,703	Capital Contributions	43,355	-	293,605	-
379	-	467	Interest Income	3,356	-	4,473	-
(4,928)	(8,333)	(8,760)	Interest Expense	(58,605)	(91,663)	(97,804)	(100,000)
(726)	62	(397)	Amortization	(7,661)	691	(4,368)	753
(61,000)	(65,000)	(65,000)	Depreciation	(683,000)	(715,000)	(715,000)	(780,000)
-	-	-	Loan Issue Costs	(4,500)	-	-	-
(66,276)	(73,271)	(988)	Total Other Income (Expenses)	(707,056)	(805,972)	(517,450)	(879,247)
\$ (64,266)	\$ (41,482)	\$ (6,764)	Net Income (Loss)	\$ (513,013)	\$ (464,794)	\$ (246,118)	\$ (506,280)

**Martin County Water District
Inez, KY**

Treasury Report

Billing Charges For the Month of:	Nov-24	
Water Revenue		\$ 168,568.97
Water Revenue-Commercial		37,401.99
Water Revenue-Commercial Exempt		6,175.90
Late Charges		6,375.20
Sales Taxes		2,685.89
Debt Service Surcharge		8,617.45
School Tax		6,558.72
Management Infrastructure Surcharge		15,465.48
Returned Check		628.64
Interest on Customer Deposits		(302.89)
Connection Fees		4,000.00
Other Miscellaneous Fees		3,487.62
Deposits Applied		(540.00)
Refund Checks Paid		427.10
Total Billing Charges		\$ 259,550.07
		<hr/>
Gallons Billed		12,764,760
		<hr/>
Customers Billed		3,351
		<hr/>

Accounts Receivable	Nov-24	
Beginning Balance		368,007.03
Billing Charges		259,550.07
Bad Debt (Write Offs) Recoveries		4.84
Accounts Receivable Collections		(242,157.73)
End of Month Accounts Receivable		385,404.21
		<hr/>

Operations Account		
Beginning Balance		\$ 73,253.38
Deposits		
Accounts Receivable Collections		242,157.73
Accounts Receivable Collections - Pmts in EFT Revenue Account		(126,093.58)
Sewer Billing Collections in Water Bank Acct - Due to MCS		64,447.69
Customer Deposits Received		2,340.00
Miscellaneous Income (Tokens,Hydrant Meter)		592.46
Transfers from Other District Accts		129,500.00
Total Deposits		312,944.30
Disbursements:		
Checks Written		(199,936.62)
Pmts made to Sanitation for A/R Collections		(64,012.66)
Transfers to Other District Accts		(42,935.50)
Auto Drafted Utilities		(22,520.97)
Sales and School Tax Payments		(7,817.41)
Returned Checks		(50.01)
Bank Fees		(15.00)
End of Month Balance		\$ 48,909.51
		<hr/>

Cash Receipts Collected To Date in:	Dec-24	119,013.92
Bills Submitted for Payment in:	Dec-24	(225,379.27)
Available Balance	4A-4	(57,455.84)
		<hr/>

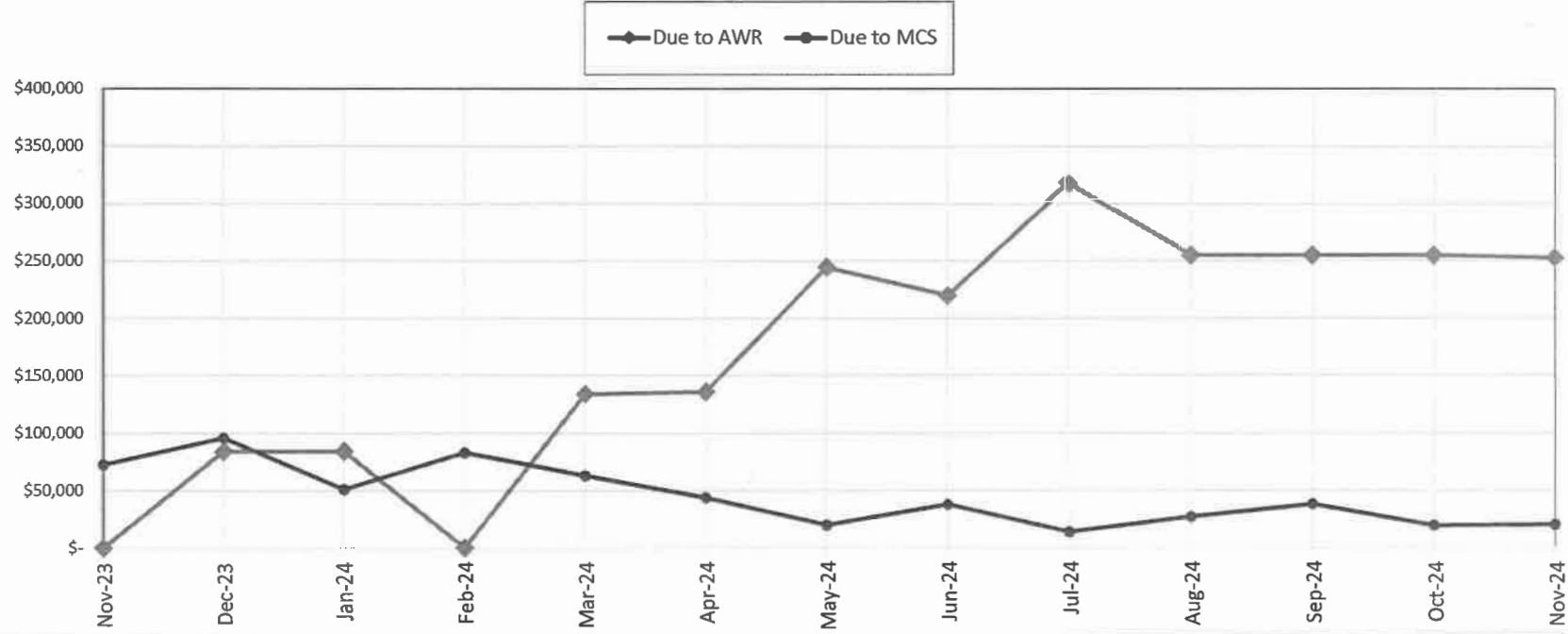
**Martin County Water District
Inez, KY
Treasury Report
Summary of Cash & Investments
November 30, 2024**

Bank Account	Beginning Balance	Deposits	Interest Earned, Net of Fees	Payments	Ending Balance
Operations Account	\$ 73,253.38	312,944.30	-	(337,288.17)	\$ 48,909.51
Revenue EFT Account	11,947.46	126,093.58	-	(130,157.29)	7,883.75
Debt Service Surcharge	1,000.08	8,586.11	0.09	(8,586.19)	1,000.09
Management Infrastructure Surcharge	1,000.13	15,409.39	0.16	(15,409.52)	1,000.16
Security Deposits	101,710.61	1,440.00	4.25	(427.10)	102,727.76
Cash on Hand	900.00	-	-	-	900.00
Total Unrestricted Cash	189,811.66	464,473.38	4.50	(491,868.27)	162,421.27
Restricted Cash					
ARC Grant	63.07	-	-	-	63.07
Rockhouse Project	12,669.83	10,800.00	-	(10,228.23)	13,241.60
Regions Bank-KY 2015E Martin County	87,620.66	10,228.23	324.87	-	98,173.76
KIA Bond & Interest	5,726.99	5,700.00	0.06	(5,632.44)	5,794.61
KY Assoc of Counties Leasing Trust	7,580.91	1,000.00	0.13	(95.70)	8,485.34
Depreciation Reserve	1,022.68	-	0.02	-	1,022.70
Rt 40E Water Improvement Project	100.00	-	-	-	100.00
Cost of Issuance Fund 2022	2,098.00	-	-	-	2,098.00
Total Restricted Cash	116,882.14	27,728.23	325.08	(15,956.37)	128,979.08
Total Cash & Investments	\$ 306,693.80	492,201.61	329.58	(507,824.64)	\$ 291,400.35

**Martin County Water District
Billing Summary**

Date	Billed		Gallons (000'S)	Billed # of Customers	Payments Received
	Revenue	YTD Total			
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
Nov-23	217,116	2,440,483	12,236	3,387	250,247

Martin County Water District



Martin County Water District, Inez KY
List of Bills for Consideration
17-Dec-24

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Operations Account		
1 AEP	Electric (26 bills) Estimated	\$ 22,746.95
2 Big Sandy RECC	Electric (9 bills) Estimated	\$ 1,980.51
3 Paintsville Utilities	Electric for token (10/02/24 to 11//24) Estimated	\$ 42.76
4 Martin County Public Library	Rent (Jan)	\$ 868.08
5 Martin County Water District	Sanitation (Nov)	\$ 141.67
6 Sales tax	11/2024 (estimated)	\$ 2,435.73
7 School tax	11/2024 (estimated)	\$ 6,467.47
8 Alliance Water Resources	12/1/24-12/15/24 O&M services	\$ 84,253.50
9 Alliance Water Resources	12/16/24-12/31/24 O&M services	\$ 84,253.50
10 Brian Cumbo	Legal Fees	\$ 2,327.50
11 Management Inf. Surcharge	Estimated (actual collected will be paid)	\$ 15,409.39
12 Debt Service Surcharge	Estimated (actual collected will be paid)	\$ 8,586.11
13 Kentucky Underground	811 Services (Nov)	\$ 69.00
14 Estech Systems	Phone System (Nov)	\$ 228.19
15 NexBillPay	Fees (Nov)	\$ 8.00
16 H&E Equipment Services	Pump Rental	\$ 739.50
17 Jones Oil Company	Diesel Fuel	\$ 8,322.00
18 Jones Oil Company	Diesel Fuel	\$ 8,834.07
19 Premier Tank Solutions	Tank Rental	\$ 1,000.00
20 Railroad Management Company	License Fee/UG Pipe Pigeon Roost	\$ 659.12
21 Mountain Water District	Purchased Water	\$ 1.72
TOTAL		\$ 249,374.77
Operations Account - Debt Service Funding		Transfer Amounts
1 KIA	Monthly funding for KIA Bond/Loan	\$ 5,600.00
2 KACo	Monthly funding for lease payment	\$ 1,000.00
3 KRW/Regions Bank	Monthly funding for loan	\$ 10,800.00
TOTAL		\$ 17,400.00
TOTAL OPERATIONS		\$ 266,774.77

Security Deposit Account

Customer

1	Michelle Thompson	Deposit refund due to customer	\$	10.05
2	Cynthia Wells	Deposit refund due to customer	\$	95.67
	TOTAL		\$	105.72

WATER RESOURCES®
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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

December 2024

Administrative

Kentucky Rural Water on site to perform CEU training for certified operators

Completed Booster Station Condition Assessment and sent to board via email

Water Treatment

WTP to Distribution

September Average- 1.49 MG Daily

October Average – 1.31 MG Daily

November Average- 1.24 MG Daily

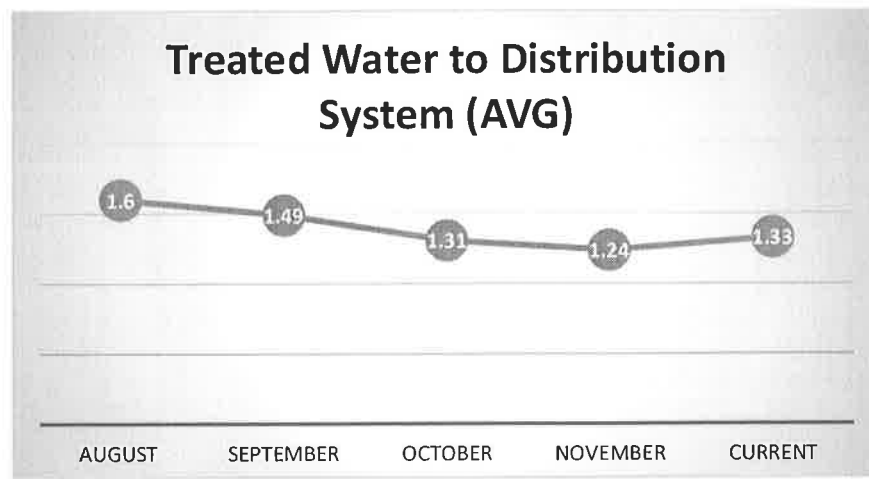
WTP is currently averaging 1.33 MG Daily (Up from recent cold spell)

Installed direct line to 500 gal. diesel tank from bulk tank. The reservoir is full and over top of the 3rd screen. Reduced run times on diesel pump to 10-14 Hrs Avg to maintain level in the Reservoir

Repaired phosphate chemical feed line

4th quarter DBP samples collected and the running avg. is still below MCL

Pumped 309 hours to the Prison in the month of November.



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Martin County Water District

Distribution

Leak detection program identified 7 new leaks – Two of which are long term

Fixed a total of 10 water leaks in the distribution system – Estimated 5.8 MG

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

Removed 2nd pump at 292 pump station to do cost analysis on rebuild or replace. Recommendation is that it was more cost efficient to purchase new (ordered)

Removed water tap at Johnson Btm. – Customer theft of water – Customer had stolen neighbors meter and we removed the meter, then customer installed straight pipe

Added flow pits on Hode Rd. as part of our leak detection program

All pump stations are winterized:

Built new insulated box for Young BPS as part of winterizing

Installed block around Meathouse BPS as part of winterizing

Installed new insulation and gravel inside Bone Hollow BPS as part of winterizing

Installed new GFCI receptacle for Little Blacklog BPS as part of winterizing

Heaters and heat lamps installed in all pump stations with non-working heaters

Replaced air relief valve on 645 distribution line

Installed electrical cover on motor in 40E BPS

WASCON came out to troubleshoot Cassell Br. BPS – Initial thought that a pressure transducer is needed. We sent wiring schematic to both the VFD and control panel. Waiting for them to come back to the site and make repairs.

Sester Br. Relocation project has been started

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

Water Plant Operation
November 2024

Water Pumped	
Raw Water Treated (gallons)	39,300,000
Finished Water Treated (gallons)	37,108,000
Total Water Metered/Billed (gallons)	12,765,000
Water Plant Usage (Gallons)	151,300
Backwash Water Usage (Gallons)	325,000
Raw Water Average Daily Flow Treated (Gallons)	1,310,000
Raw Water Maximum Daily Flow Treated (Gallons)	1,396,000
Fluoride Used (lbs.)	349.1
Chlorine Used (lbs.)	1,445
Lab Tests	3,815

Water Quality Analysis
November 2024

Test	Routine	Special	Repeat
Bacteriological	10 (Pass)	4 (Pass)	0
		Reported	Minimum Limit
Fluoride Plant Sample	30	0.94 mg/l Average	0.6 mg/l
Chlorine Distribution Sample	Total- 32 Free- 32	Low Readings Total - 0.49mg/L Free - 0.41mg/L	0.2 mg/l

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Martin County Water District

Customer Service Request and Work Orders

Meter Reads	3293
Meter Sets	30
Turn offs-Close account	19
Taps	1
Meter Changes	55
Disconnects for Non-payment	68
Boil Notices	3
Line Locates	45
Water Leaks/Breaks	8
Other/Investigates	170



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Martin County Water District

Water Main Breaks & Service Lines

Date	Location of Leak or Line Break	Calculated Loss for Month
11/1/24	401 Fitch Br	932,245
11/5/24	131 Horn Est	820,656
11/11/24	360 Groundhog Hollow	98,479
11/13/24	2875 Hode Rd	738,590
11/15/24	107 Charlie Cline Rd	1,230,984
11/18/24	3140 Blacklog Rd	287,230
11/18/24	Buck Br	1,230,984
11/26/24	5748 Highway 645	275,740
11/26/24	4252 Blacklog Rd	49,239
11/26/24	Eden West	164,131

Total Gallons Lost Due to Line Breaks :	5,828,278
--	------------------

Repair Expenses Ending October 2024

Expended	Actual YTD	Annual Budget	% Budget / Line Item
Bldg. & Grounds Maintenance	\$712	\$5,000	14 %
Vehicle Maintenance	\$34,167	\$20,000	171 %
Water Plant Maintenance	\$6,880	\$7,000	98 %
Distribution System Maintenance	\$149,675	\$50,000	299 %
Water Meter Maintenance	\$6,524	\$10,000	65 %
Street Maintenance	\$0	\$8,000	0%
Totals	\$197,957	\$100,000	198 %

Chemical Expenses Ending October 2024

Expended	Actual YTD	Annual Budget	% Budget / Line Item
Sodium Bisulfite	\$9,113	\$0.00	
Sodium Hydroxide	\$7,643	\$11,000	69 %
Caustic Detergent	\$226	\$0.00	
Polymer	\$2,622	\$15,000	17 %
Alum (DELPAC)	\$37,571	\$30,000	125 %
Chlorine	\$42,425	\$20,000	212 %
Permanganate	\$16,664	\$19,000	88 %
Fluoride	\$5,165	\$7,000	74 %
Chemicals Other - Water	\$11,138	\$8,000	139 %
Totals	\$132,566	\$110,000	120 %

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Professional Water and Wastewater Operations
Martin County Water District

Notes:

- 1) Building & Grounds Maintenance
 - a. Evans Hardware \$25.10
 - b. R&J Building Supply \$46.60

- 2) Vehicle Maintenance
 - a. Advance Auto \$132.56
 - b. Oil Changers \$249.88
 - c. Capital Tire \$881.10
 - d. Samuel DeLong \$293.60

- 3) Water Plant Maintenance
 - a. Evans Hardware \$291.45
 - b. Lowes \$20.12
 - c. Citgo \$25.81

- 4) Well Maintenance
 - a. \$0.00

- 5) Distribution System Maintenance
 - a. Consolidated Pipe & Supply \$2,229.82
 - b. Core & Main \$4,751.44
 - c. Tug Valley Service & Supply \$2,945.04
 - d. Jabo Supply \$1,668.46
 - e. R&J Building Supply \$621.00
 - f. Roy M Kirk II \$800.00
 - g. All Pumps Sales & Service \$778.00
 - h. Evans Hardware \$815.40
 - i. IN Logic 1 \$148.00

- 6) Meter Maintenance
 - a. Consolidated Pipe & Supply \$1,111.94

- 7) Sodium Bisulfite
 - a. CITCO Water \$469.04

- 8) Sodium Hydroxide
 - a. \$0.00

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Professional Water and Wastewater Operations
Martin County Water District

- 9) Caustic Detergent
 - a. \$0.00

- 10) Polymer
 - a. \$0.00

- 11) Alum (DELPAC)
 - a. CITCO Water \$3,284.63

- 12) Chlorine
 - a. CITCO Water \$4,445.86

- 13) Sodium Permanganate
 - a. CITCO Water \$2,083.03

- 14) Fluoride
 - a. Brenntag Mid-South \$1,344.00

- 15) Chemicals Other – Water
 - a. CITCO Water \$889.66

KENTUCKY DIVISION OF WATER

Revised 1/24/21



DRINKING WATER BRANCH
MONTHLY OPERATION REPORT (MOR)--ALL WATER SYSTEMS

MONTH & YEAR (mm/yyyy)

Indicate one with "X"
 SURFACE WATER
 GROUNDWATER
 PURCHASE/DISTRIBUTE ONLY

PWS ID :	<u>KY0800273</u>	PLANT ID: A	PLANT NAME:	<u>Martin County Water Plant</u>
PWS NAME:	<u>Martin Co. Water District</u>	PLANT CLASS:	<u>3</u>	DIST. CLASS: <u>2</u>
AGENCY INTEREST (AI):	<u>2987</u>	DATE MAILED:		
SOURCE NAME:	<u>Crum Reservoir</u>	COUNTY:	<u>Martin</u>	
	<u>Tug Fork</u>			
	OPERATOR(S) RESPONSIBLE / IN-CHARGE	CLASS	CERTIFICATION NUMBER	
WTP SHIFT 1:	<u>Michael Sartin</u>	<u>IV-A</u>	<u>21944</u>	
WTP SHIFT 2:	<u>Kody T Rainwater</u>	<u>IV-A</u>	<u>79751</u>	
WTP SHIFT 3:	<u>Garrett McKinney / Joshua W Vaughan</u>	<u>II-A / II-A</u>	<u>79124 / 84357</u>	
DISTRIBUTION:	<u>Colby May / Justin Staton</u>	<u>III / III</u>	<u>81587 / 78548</u>	

**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):	<u>1667</u>
2. TYPE OF FILTRATION USED:	<u>Dual media</u>
3. DESIGN FILTRATION RATE (gpm/sq. ft.):	<u>2.66</u>
4. PERCENT BACKWASH WATER USED:	<u>0.8%</u>
5. DATE FLOCCULATION BASIN(S) LAST CLEANED:	<u>#1 1/13/24 #2 - 3/18/10 #3 - 9/11/24</u>
6. DATE SETTLING BASIN(S) LAST CLEANED:	<u></u>

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).

Recoverable Signature

X Michael Sartin

Date _____

Signed by: Drinking Water Supv Compliance
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: 11/2024

PAGE 1 OF 11

APPLICABLE TO ALL PLANTS

DAY	RAW WATER TREATED GALLONS	HOURS PLANT OPERATED	COAGULANT Del Pac		COAGULANT		pH ADJUSTMENT		DISINFECTANT		DISINFECTANT	
			LBS	PPM	LBS	PPM	Pre		Pre		Post	
							LBS	PPM	LBS	PPM	LBS	PPM
1	1,378,000	24.0	389.12	33.9	4.20	0.4			24.50	2.1	25.93	2.3
2	1,353,000	24.0	317.44	28.1	4.20	0.4			24.50	2.2	25.93	2.3
3	1,350,000	24.0	389.12	34.6	4.20	0.4			24.50	2.2	25.93	2.3
4	1,267,000	24.0	450.56	42.6	4.20	0.4			24.50	2.3	25.93	2.5
5	1,262,000	24.0	389.12	37.0	4.20	0.4			24.50	2.3	25.93	2.5
6	1,305,000	24.0	368.64	33.9	4.20	0.4			24.50	2.3	25.93	2.4
7	1,365,000	24.0	366.64	32.2	4.20	0.4			24.50	2.2	25.93	2.3
8	1,366,000	24.0	389.12	34.2	4.20	0.4			24.50	2.2	25.93	2.3
9	1,396,000	24.0	378.88	32.5	4.20	0.4			24.50	2.1	25.80	2.2
10	1,302,000	24.0	317.44	29.2	4.20	0.4			21.62	2.0	26.76	2.5
11	1,307,000	24.0	327.68	30.1	4.20	0.4			21.62	2.0	25.93	2.4
12	1,332,000	24.0	378.88	34.1	4.20	0.4			21.62	1.9	27.97	2.5
13	1,338,000	24.0	317.44	28.4	4.20	0.4			21.62	1.9	28.82	2.6
14	1,332,000	24.0	327.68	29.5	4.20	0.4			21.62	1.9	28.82	2.6
15	1,267,000	24.0	317.44	30.0	4.20	0.4			21.62	2.0	28.82	2.7
16	1,281,000	24.0	317.44	29.7	4.20	0.4			21.62	2.0	28.82	2.7
17	1,250,000	24.0	389.12	37.3	4.20	0.4			21.62	2.1	28.82	2.8
18	1,276,000	24.0	389.12	36.6	4.20	0.4			21.62	2.0	28.82	2.7
19	1,291,000	24.0	307.20	28.5	4.20	0.4			21.62	2.0	25.93	2.4
20	1,299,000	24.0	389.12	35.9	4.20	0.4			21.62	2.0	25.93	2.4
21	1,302,000	24.0	194.56	17.9	4.20	0.4			21.62	2.0	25.93	2.4
22	1,301,000	24.0	184.32	17.0	4.20	0.4			19.60	1.8	25.93	2.4
23	1,302,000	24.0	194.56	17.9	4.20	0.4			19.21	1.8	25.93	2.4
24	1,283,000	24.0	194.56	18.2	4.20	0.4			19.21	1.8	25.93	2.4
25	1,256,000	24.0	194.56	18.6	4.20	0.4			19.21	1.8	25.93	2.5
26	1,240,000	24.0	194.56	18.8	4.20	0.4			19.21	1.9	25.09	2.4
27	1,291,000	24.0	245.76	22.8	4.20	0.4			19.21	1.8	24.50	2.3
28	1,342,000	24.0	194.56	17.4	4.20	0.4			19.21	1.7	25.32	2.3
29	1,354,000	24.0	256.00	22.7	4.20	0.4			19.21	1.7	25.93	2.3
30	1,312,000	24.0	256.00	23.4	4.20	0.4			19.21	1.8	25.93	2.4
31												
TOTAL	39,300,000	720.0	9326.6		126.0				653.2		795.1	
AVERAGE	1,310,000	24.0	310.9	28.4	4.2	0.4			21.8	2.0	26.5	2.4
MAX	1,396,000											

NUMBER DAYS IN OPERATION

30

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

PWS ID : KY0800273

PLANT ID: A

REPORT MONTH/YEAR: 11/2024

PAGE 2 OF 11

APPLICABLE TO ALL PLANTS

DAY	CHEMICALS ADDED													
	DISINFECTANT		FLUORIDE		CARBON		pH ADJUSTMENT		KMnO ₄		CORROSION INHIBITOR		Mainstream Copper Sulfate	
	LBS	PPM	LBS	PPM	LBS	PPM	LBS	PPM	LBS	PPM	LBS	PPM	LBS	PPM
1	50.43	4.4	12.62	1.1	125.50	10.9			9.37	0.8			12.67	1.1
2	50.43	4.5	12.62	1.1	125.50	11.1			9.37	0.8			12.67	1.1
3	50.43	4.5	12.62	1.1	125.50	11.1			9.37	0.8			12.67	1.1
4	50.43	4.8	12.62	1.2	125.50	11.9			9.37	0.9			12.67	1.2
5	50.43	4.8	12.62	1.2	125.50	11.9			9.37	0.9			12.67	1.2
6	50.43	4.6	12.62	1.2	125.50	11.5			9.37	0.9			12.67	1.2
7	50.43	4.4	12.62	1.1	125.50	11.0			9.37	0.8			12.67	1.1
8	50.43	4.4	12.62	1.1	125.50	11.0			9.37	0.8			12.67	1.1
9	50.30	4.3	12.62	1.1	125.50	10.8			6.24	0.5			12.67	1.1
10	48.38	4.5	12.62	1.2	125.50	11.6			6.24	0.6			12.67	1.2
11	47.55	4.4	12.62	1.2	125.50	11.5			6.24	0.6			12.67	1.2
12	49.59	4.5	12.62	1.1	125.50	11.3			6.24	0.6			12.67	1.1
13	50.44	4.5	12.62	1.1	125.50	11.2			6.24	0.6			12.67	1.1
14	50.44	4.5	12.62	1.1	125.50	11.3			6.24	0.6			12.67	1.1
15	50.44	4.8	12.62	1.2	125.50	11.9			6.24	0.6			12.67	1.2
16	50.44	4.7	12.62	1.2	125.50	11.7			6.24	0.6			12.67	1.2
17	50.44	4.8	12.62	1.2	125.50	12.0			6.24	0.6			12.67	1.2
18	50.44	4.7	12.62	1.2	125.50	11.8			6.24	0.6			12.67	1.2
19	47.55	4.4	12.62	1.2	125.50	11.7			6.24	0.6			12.67	1.2
20	47.55	4.4	12.62	1.2	125.50	11.6			6.24	0.6			12.67	1.2
21	47.55	4.4	12.62	1.2	125.50	11.6			6.24	0.6			12.67	1.2
22	45.53	4.2	9.32	0.9	125.50	11.6			6.24	0.6			12.67	1.2
23	45.14	4.2	8.99	0.8	125.50	11.6			6.24	0.6			12.67	1.2
24	45.14	4.2	8.99	0.8	125.50	11.7			6.24	0.6			12.67	1.2
25	45.14	4.3	8.99	0.9	125.50	12.0			6.24	0.6			12.67	1.2
26	44.30	4.3	8.99	0.9	125.50	12.1			6.24	0.6			12.67	1.2
27	43.71	4.1	8.99	0.8	125.50	11.7			6.24	0.6			12.67	1.2
28	44.53	4.0	9.84	0.9	125.50	11.2			6.24	0.6			12.67	1.1
29	45.14	4.0	10.04	0.9	125.50	11.1			6.24	0.6			12.67	1.1
30	45.14	4.1	9.89	0.9	125.50	11.5			6.24	0.6			12.67	1.2
31														
TOTAL	1448.3		349.1		3765.0				212.2				380.1	
AVERAGE	48.3	4.4	11.6	1.1	125.5	11.5			7.1	0.6			12.7	1.2

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: 11/2024

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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	7.96	7.95	7.81	151	156	218	212	0.63	0.53	1.99	1.96	2.20	0.40	0.13
2	7.97	7.97	7.84	157	159	220	220	0.69	0.59	2.06	2.01	2.07	0.45	0.13
3	7.97	7.98	7.84	163	157	229	231	0.68	0.60	2.20	2.12	2.25	0.50	0.15
4	8.08	7.98	7.84	161	159	227	231	0.71	0.65	2.11	2.07	2.10	0.42	0.12
5	8.11	7.99	7.87	164	161	229	232	0.75	0.68	2.15	2.10	1.90	0.46	0.12
6	8.05	7.96	7.83	168	166	227	229	0.74	0.68	2.04	2.01	3.09	0.44	0.11
7	7.94	7.89	7.75	166	163	230	232	0.65	0.59	1.92	1.89	1.48	0.62	0.11
8	7.93	7.94	7.82	175	180	255	248	0.66	0.57	2.00	1.98	1.54	0.57	0.11
9	7.93	7.95	7.86	169	177	249	248	0.71	0.59	1.92	1.82	1.35	0.58	0.10
10	8.07	8.07	7.95	183	190	263	258	0.55	0.46	2.02	1.97	1.79	0.42	0.10
11	8.16	7.98	7.87	190	192	262	265	0.49	0.41	1.98	1.84	1.84	0.43	0.11
12	8.03	8.00	7.90	186	190	262	261	0.48	0.40	1.97	1.92	1.57	0.53	0.11
13	8.05	8.00	7.88	182	187	256	257	0.54	0.46	2.07	2.02	1.67	0.54	0.11
14	8.14	8.06	7.91	188	192	262	266	0.45	0.38	2.01	1.98	2.01	0.56	0.11
15	8.15	8.05	7.92	190	199	260	271	0.50	0.41	2.12	2.06	2.22	0.44	0.13
16	8.15	8.05	7.93	187	201	266	268	0.52	0.43	2.10	2.07	2.35	0.50	0.12
17	8.10	8.02	7.91	182	196	273	270	0.58	0.49	2.26	2.22	2.80	0.60	0.13
18	8.06	7.97	7.86	180	192	270	268	0.60	0.52	1.99	1.92	2.15	0.64	0.14
19	8.10	8.01	7.88	183	193	272	271	0.61	0.54	1.93	1.90	2.40	0.58	0.12
20	8.09	7.97	7.88	186	192	274	272	0.56	0.51	1.97	1.91	2.13	0.53	0.12
21	8.07	8.02	7.90	190	194	277	274	0.61	0.55	2.03	2.01	1.47	0.74	0.11
22	8.07	8.04	7.90	174	183	257	255	0.77	0.68	2.05	2.01	1.94	0.83	0.14
23	8.07	8.06	7.95	167	184	249	255	0.62	0.51	2.03	1.99	1.94	0.60	0.15
24	8.08	8.06	7.96	170	178	246	247	0.57	0.49	2.07	2.02	1.77	0.48	0.12
25	8.09	8.08	7.97	172	179	244	245	0.65	0.63	2.08	2.05	1.62	0.41	0.12
26	8.10	8.09	7.97	176	182	250	250	0.66	0.59	2.04	1.99	1.50	0.55	0.13
27	8.05	8.05	7.92	177	182	252	250	0.71	0.66	1.93	1.91	1.52	0.68	0.14
28	8.03	8.06	7.95	168	177	243	250	0.65	0.57	1.80	1.75	1.67	0.69	0.12
29	8.06	8.06	7.97	166	176	242	239	0.75	0.64	2.14	2.01	1.51	0.62	0.11
30	8.13	8.11	8.00	162	168	238	237	0.80	0.65	2.05	1.97	1.64	0.53	0.11
31														
AVERAGE	8.06	8.01	7.89	174.43	180.17	250.07	250.40	0.63	0.55	2.03	1.98	1.92	0.54	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 : 11/2024

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	2.20	0.48	1.29	0.36				0.15	0.14	0.18	0.09	0.11	0.08		0.09
2	2.07	0.56	0.79	0.47				0.15	0.14	0.13	0.09	0.11	0.08		0.08
3	2.25	0.60	0.80	0.55				0.16	0.13	0.13	0.19	0.11	0.08		0.09
4	2.10	0.54	0.58	0.54				0.16	0.13	0.13	0.12	0.11	0.08		0.09
5	1.90	0.63	0.96	0.33				0.16	0.12	0.11	0.10	0.10	0.08		0.08
6	3.09	0.71	0.62	0.28				0.16	0.12	0.10	0.09	0.10	0.07		0.07
7	1.48	0.92	0.85	0.37				0.18	0.10	0.10	0.09	0.10	0.07		0.07
8	1.54	1.07	1.06	0.61				0.15	0.10	0.10	0.08	0.18	0.28		0.08
9	1.35	0.67	0.99	0.97				0.19	0.10	0.09	0.08	0.12	0.06		0.06
10	1.79	0.60	0.58	0.46				0.16	0.14	0.08	0.07	0.10	0.05		0.07
11	1.84	0.53	0.64	0.49				0.15	0.13	0.08	0.07	0.10	0.05		0.07
12	1.57	0.64	0.76	0.78				0.14	0.10	0.08	0.06	0.10	0.05		0.06
13	1.67	0.68	1.01	0.54				0.13	0.12	0.08	0.07	0.10	0.05		0.06
14	2.01	0.66	0.73	0.78				0.17	0.12	0.09	0.07	0.10	0.04		0.06
15	2.22	0.50	0.58	0.64				0.15	0.11	0.09	0.26	0.09	0.04		0.08
16	2.35	0.45	0.56	0.78				0.14	0.12	0.30	0.10	0.09	0.05		0.10
17	2.80	0.56	0.70	0.96				0.15	0.11	0.12	0.10	0.09	0.05		0.08
18	2.15	0.48	0.76	1.08				0.18	0.11	0.11	0.10	0.12	0.08		0.09
19	2.40	0.52	0.54	1.08				0.17	0.10	0.11	0.09	0.10	0.05		0.08
20	2.13	0.43	0.47	1.25				0.18	0.10	0.10	0.09	0.09	0.05		0.07
21	1.47	0.55	0.79	1.48				0.16	0.09	0.10	0.08	0.09	0.04		0.07
22	1.94	0.51	0.83	1.98				0.23	0.09	0.10	0.08	0.09	0.05		0.09
23	1.94	0.56	1.00	1.67				0.19	0.09	0.10	0.08	0.09	0.06		0.09
24	1.77	0.60	0.79	0.40				0.16	0.08	0.10	0.09	0.10	0.04		0.07
26	1.62	0.59	1.17	0.35				0.15	0.08	0.10	0.09	0.08	0.06		0.07
26	1.50	0.70	0.67	0.78				0.17	0.10	0.11	0.15	0.09	0.06		0.08
27	1.52	0.72	0.93	0.79				0.16	0.07	0.09	0.13	0.10	0.10		0.09
28	1.67	0.78	0.95	0.97				0.20	0.07	0.10	0.08	0.09	0.05		0.06
29	1.51	0.61	0.84	0.90				0.18	0.07	0.09	0.07	0.09	0.04		0.06
30	1.64	0.57	0.74	0.95				0.22	0.06	0.08	0.07	0.09	0.05		0.06
31															
AVERAGE	1.92	0.61	0.80	0.79				0.17	0.10	0.11	0.10	0.10	0.07		0.08

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: 11/2024

*Please answer Y/N question below this chart.

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DAY	ANALYTICAL RESULTS (mg/L OR PPM UNLESS OTHERWISE SPECIFIED)									RAINFALL INCHES	WATER TEMP. DEGREES F°/C°
	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	0.25	0.92	0.10	0.00	0.05	0.01			1.70	0.0	17.9
2	0.25	0.83	0.07	0.00	0.04	0.00			1.90	0.0	17.4
3	0.28	0.92	0.11	0.02	0.06	0.01			2.00	0.0	16.8
4	0.34	0.94	0.09	0.01	0.07	0.00			2.03	0.0	17.8
5	0.29	1.04	0.12	0.00	0.07	0.00			1.89	0.0	17.7
6	0.33	0.95	0.08	0.00	0.06	0.00			1.70	0.0	17.9
7	0.35	0.93	0.13	0.01	0.07	0.00			1.80	0.0	18.6
8	0.33	0.99	0.08	0.00	0.03	0.00			1.65	0.0	17.4
9	0.36	0.93	0.02	0.00	0.04	0.02			1.60	0.0	16.8
10	0.25	1.01	0.11	0.01	0.06	0.01			1.75	0.0	17.2
11	0.31	0.97	0.18	0.01	0.04	0.01			1.70	0.2	17.2
12	0.33	0.99	0.07	0.01	0.04	0.01			1.70	0.0	17.0
13	0.30	0.99	0.10	0.01	0.04	0.01			1.85	0.0	17.3
14	0.35	0.96	0.06	0.00	0.04	0.01			1.85	0.6	16.1
15	0.29	0.95	0.17	0.01	0.09	0.01			1.85	0.6	15.9
16	0.31	0.95	0.10	0.00	0.05	0.02			1.80	0.0	15.7
17	0.32	0.91	0.10	0.01	0.03	0.01			1.98	0.0	15.9
18	0.34	0.95	0.07	0.00	0.04	0.01			1.70	0.0	16.1
19	0.29	0.84	0.10	0.01	0.03	0.00			1.70	0.0	16.2
20	0.31	0.99	0.07	0.00	0.04	0.01			1.77	1.0	16.3
21	0.34	0.98	0.11	0.01	0.04	0.00			1.75	0.1	16.2
22	0.45	1.07	0.07	0.01	0.03	0.02			1.60	0.0	13.8
23	0.35	0.91	0.08	0.00	0.03	0.01			1.75	0.0	13.8
24	0.38	0.93	0.07	0.00	0.03	0.01			1.97	0.0	13.6
25	0.33	0.91	0.09	0.00	0.03	0.01			1.88	0.0	14.6
26	0.29	0.99	0.06	0.00	0.03	0.00			1.94	0.4	14.4
27	0.34	0.86	0.08	0.00	0.04	0.00			1.70	0.0	14.2
28	0.34	0.83	0.06	0.08	0.02	0.01			1.80	0.0	13.8
29	0.33	0.94	0.06	0.00	0.02	0.01			1.75	0.0	13.9
30	0.29	0.72	0.05	0.00	0.02	0.01			1.85	0.0	12.9
31											
AVERAGE	0.32	0.94	0.09	0.01	0.04	0.01			Monthly Minimum	Total Rainfall	AVG Temp

	1.60		
Number of readings	30	2.86	16.0
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

APPLICABLE TO ALL PLANTS WITH FILTRATION

PWS ID : KY0800273
 PLANT ID : A

REPORT MONTH/YEAR: 11/2024

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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	20,000					20,000	191.50					
2	0											
3	25,000							25,000	216.00			
4	0											
5	0											
6	0											
7	0											
8	8,000									8,000	307.10	
9	20,000	20,000	216.00									
10	20,000			20,000	288.00							
11	0											
12	0											
13	0											
14	0											
15	24,000							24,000	292.30			
16	25,000					25,000	360.70					
17	0											
18	14,000									14,000	238.60	
19	26,000	26,000	236.50									
20	0											
21	0											
22	20,000			20,000	288.00							
23	0											
24	25,000							25,000	212.80			
25	26,000					26,000	215.10					
26	0											
27	10,000									10,000	216.00	
28	0											
29	0											
30	25,000	25,000	264.00									
31	0											
TOTAL	288,000	71,000	716.50	40,000	576.00	71,000	767.30	74,000	721.10	32,000	761.70	
AVERAGE	18,000	23,667	238.83	20,000	288.00	23,667	255.77	24,667	240.37	10,667	253.90	

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: 11/2024
 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	FILT RUN HRS	AREA (square feet) WASHWATER GALLONS	FILT RUN HRS
1	0										
2	0										
3	0										
4	0										
5	0										
6	0										
7	0										
8	11,000	11,000	307.10								
9	0										
10	0										
11	0										
12	0										
13	0										
14	0										
15	0										
16	0										
17	0										
18	14,000	14,000	238.60								
19	0										
20	0										
21	0										
22	0										
23	0										
24	0										
25	0										
26	0										
27	12,000	12,000	216.00								
28	0										
29	0										
30	0										
31	0										
TOTAL	37,000	37,000	761.70								
AVERAGE	1,194	12,333	253.90								

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: 11/2024
 PAGE 6 OF 11

DAY	FILTER OPERATION										
	TOTAL WASH WATER GALLONS	No: _____		No: _____		No: _____		No: _____		No: _____	
		AREA (square feet)	FILT RUN HRS	AREA (square feet)	FILT RUN HRS	AREA (square feet)	FILT RUN HRS	AREA (square feet)	FILT RUN HRS	AREA (square feet)	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

PWS ID : KY0800273
 PLANT ID : A

ALL WATER SYSTEMS

REPORT MONTH/YEAR: 11/2024

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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					0.74	0.50					
2							1.39	1.15			
3			0.90	0.71							
4					2.73	2.61					
5								1.70	1.54		
6							1.62	1.57			
7			1.06	0.98							
8					0.91	0.84					
9			0.49	0.42							
10							1.40	1.30			
11					0.79	0.64			0.95	0.85	
12									0.95	0.85	
13							1.59	1.57			
14					0.81	0.69					
15			1.20	1.13							
16								1.13	1.08		
17			1.17	1.14							
18					1.25	1.16					
19							1.58	1.53			
20							1.60	1.51			
21			1.24	1.18					0.95	0.82	
22									1.28	1.21	
23			1.14	0.98							
24					0.60	0.41					
25							1.77	1.76			
26			1.14	1.09							
27								0.64	0.59		
28							1.80	1.79			
29								1.40	1.28		
30							1.66	1.65			
31											
AVERAGE			Average	1.04	0.95	1.12	0.98	1.60	1.54	1.13	1.03
TOTAL			Total Minimum	0.49		0.60		1.39		0.64	
			Free Minimum		0.42		0.41		1.15		0.59

Total # Chlorine Samples	8	8	7	7	9	9	8	8
# Less than 0.2 mg/L/0.5 mg/L	1	0	0	0	0	0	0	0

Number of Free Residuals	32	Minimum Monthly Free Residual	0.41
Number of Total Residuals	32	Minimum Monthly Total Residual	0.49
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? **30**

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): 11/2024

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	0.08	0.08	0.08	0.08	0.08	0.09	0.092
2	24.0	6	0.08	0.08	0.08	0.08	0.08	0.08	0.084
3	24.0	6	0.08	0.08	0.08	0.09	0.09	0.09	0.094
4	24.0	6	0.09	0.08	0.08	0.08	0.08	0.08	0.088
5	24.0	6	0.08	0.08	0.08	0.08	0.07	0.07	0.080
6	24.0	6	0.07	0.07	0.07	0.07	0.07	0.07	0.074
7	24.0	6	0.07	0.07	0.06	0.07	0.07	0.06	0.068
8	24.0	6	0.06	0.06	0.06	0.08	0.07	0.06	0.076
9	24.0	6	0.06	0.06	0.06	0.06	0.06	0.06	0.062
10	24.0	6	0.06	0.06	0.06	0.06	0.07	0.07	0.067
11	24.0	6	0.07	0.06	0.06	0.06	0.06	0.06	0.065
12	24.0	6	0.06	0.06	0.06	0.06	0.06	0.06	0.060
13	24.0	6	0.06	0.06	0.06	0.06	0.06	0.06	0.062
14	24.0	6	0.06	0.06	0.06	0.06	0.06	0.06	0.064
15	24.0	6	0.06	0.06	0.06	0.06	0.08	0.07	0.075
16	24.0	6	0.07	0.07	0.07	0.07	0.07	0.10	0.103
17	24.0	6	0.07	0.07	0.08	0.08	0.07	0.08	0.080
18	24.0	6	0.08	0.09	0.09	0.08	0.07	0.08	0.094
19	24.0	6	0.07	0.07	0.07	0.07	0.08	0.07	0.077
20	24.0	6	0.07	0.07	0.07	0.07	0.06	0.06	0.071
21	24.0	6	0.07	0.06	0.06	0.06	0.06	0.06	0.065
22	24.0	6	0.07	0.07	0.07	0.07	0.07	0.09	0.089
23	24.0	6	0.09	0.09	0.09	0.07	0.06	0.07	0.092
24	24.0	6	0.06	0.06	0.06	0.07	0.07	0.06	0.066
25	24.0	6	0.06	0.06	0.06	0.07	0.06	0.06	0.066
26	24.0	6	0.08	0.06	0.07	0.07	0.07	0.08	0.077
27	24.0	6	0.08	0.08	0.09	0.07	0.06	0.06	0.089
28	24.0	6	0.06	0.06	0.06	0.06	0.06	0.06	0.063
29	24.0	6	0.06	0.05	0.05	0.05	0.05	0.06	0.057
30	24.0	6	0.06	0.05	0.05	0.05	0.06	0.06	0.063
31	0.0	0							0.000
Total	720.0	180	TOTAL # OF TURBIDITY SAMPLES TAKEN --					180	0.103

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.

Recoverable Signature

X Michael Sartin

Signed by: Drinking Water Supy Compliance

Signature of Principal Executive Officer or Authorized Agent

Date _____

APPLICABLE TO ALL SURFACE WATER PLANTS WITH FILTRATION

INDIVIDUAL FILTER TURBIDITY EXCEEDANCE REPORT

PWS Name: Martin Co. Water District
 PWS ID: KY0800273
 PLANT ID: A
 Report Period (MM/YYYY): 11/2024

If any filter exceeded any one of the individual filter turbidity triggers below, (also listed on the Summary Sheet), complete the following and submit the appropriate report(s).

PAGE 9 OF 11

Date	Filter Number	Turbidity Reading (NTU)	Trigger Level (see below)	Reason for Exceedance (if known)	Date and Time State was Contacted

Trigger Levels:

- A. Any one filter has a measured turbidity level of greater than 1.0 NTU in 2 consecutive measurements taken 15 minutes apart.
- B. Any one filter has a measured turbidity level of greater than 0.5 NTU in 2 consecutive measurements taken 15 minutes apart at the end of the first 4 hours of operation following a backwash or return to service.
- C. Any one filter has a measured turbidity level of greater than 1.0 NTU in 2 consecutive measurements taken 15 minutes apart at any time in each of 3 consecutive months.
- D. Any one filter has a measured turbidity level of greater than 2.0 NTU in 2 consecutive measurements taken 15 minutes apart at any time in each of 2 consecutive months.

Report Required:

- For Trigger A.:** Filter number, the turbidity measurement, the date of exceedance and filter profile within 7 days of the exceedance, if no obvious reason for the exceedance
- For Trigger B.:** Filter number, the turbidity measurement, the date of exceedance and filter profile within 7 days of the exceedance, if no obvious reason for the exceedance
- For Trigger C.:** Filter number, the turbidity measurement, the date of exceedance and a filter self-assessment within 14 days of the exceedance
- For Trigger D.:** Filter number, the turbidity measurement, the date of exceedance and arrange for a Comprehensive Performance Evaluation (CPE) with the Drinking Water Branch no later than 30 days following the exceedance

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

PWS ID: KY0800273

Plant ID: A

Report Period (MM/YYYY): 11/2024

APPLICABLE TO PLANTS UTILIZING CHLORINE DIOXIDE

DAILY CHLORINE DIOXIDE AND CHLORITE REPORT

PWS Name: Martin Co. Water District Plant ID: A PAGE 10 OF 11

Samples taken at the EPTDS daily

DAY	Chlorine Dioxide (mg/L)	MRDL Exceeded?	DAY	Chlorite (mg/L)	MCL Exceeded?
1			1		
2			2		
3			3		
4			4		
5			5		
6			6		
7			7		
8			8		
9			9		
10			10		
11			11		
12			12		
13			13		
14			14		
15			15		
16			16		
17			17		
18			18		
19			19		
20			20		
21			21		
22			22		
23			23		
24			24		
25			25		
26			26		
27			27		
28			28		
29			29		
30			30		
31			31		

Samples taken in the Distribution System as necessary

Additional chlorine dioxide monitoring following an exceedance of the MRDL at the EPTDS (No booster chlorination in the distribution system)				
DATE	Close to 1st customer-1 hr	Close to 1st customer-6 hr	Close to 1st customer-12 hr	MRDL Exceeded?

Samples taken in the Distribution System as necessary

Additional chlorine dioxide monitoring following an exceedance of the MRDL at the EPTDS (Booster chlorination in the distribution system)				
DATE	Close to 1st customer	Average Residence Time	Maximum Residence Time	MRDL Exceeded?

# of Readings	0	0
Maximum	0.00	0.00
# Exceeding Maximum	0	0

MAKE COPIES AS NEEDED

1. EPTDS (Non-acute violation) chlorine dioxide MRDL exceeded when 2 consecutive daily samples exceed the MRDL of 0.8 mg/L.
2. Distribution (Acute violation) chlorine dioxide MRDL exceeded when an EPTDS exceeds the MRDL and 1 or more of the 3 followup samples taken the following day in the distribution system exceeds the MRDL.
3. Additional distribution chlorite sampling is triggered by exceeding the chlorite MCL of 1.0 mg/L at the EPTDS; the additional sampling must be done by a certified lab and submitted on compliance forms.

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: 11/2024

COLUMN HEADINGS MAY BE CHANGED BASED UPON DATA

PAGE 11 OF 11

DAY	ADDITIONAL DATA										
	Plant to distribution										
1	1.351.000										
2	1.314.000										
3	1.303.000										
4	1.250.000										
5	1.227.000										
6	1.270.000										
7	1.360.000										
8	1.315.000										
9	1.327.000										
10	1.271.000										
11	1.287.000										
12	1.287.000										
13	1.315.000										
14	1.306.000										
15	1.252.000										
16	1.258.000										
17	1.236.000										
18	1.247.000										
19	1.266.000										
20	1.274.000										
21	1.285.000										
22	1.291.000										
23	1.257.000										
24	1.259.000										
25	1.240.000										
26	1.222.000										
27	1.247.000										
28	1.300.000										
29	1.290.000										
30	1.366.000										
31											
TOTAL	37.108.000		0.0		0.0		0.0		0.0		0.0
AVERAGE	1.237.000										

**KENTUCKY DIVISION OF WATER / DRINKING WATER BRANCH
MONTHLY OPERATING REPORT (MOR) PLANT SUMMARY FORM**

PWS ID

KY0800273

MONITORING PERIOD (MMYYYY)

11/2024

NOTE: COMPLETE ALL APPLICABLE FIELDS!!! NOT ALL OF THE FIELDS ARE PRE-POPULATED FOR YOU!!!

PLANT INFORMATION		
APPLICABLE TO ALL PLANTS		
PLANT ID <u>A</u>	TOTAL WATER TREATED (gallons)	<u>39,300,000</u>
PLANT NAME <u>Martin County Water Plant</u>	AVE. DAILY PRODUCTION (gallons)	<u>1,310,000</u>
AGENCY INTEREST <u>2987</u>	MAXIMUM PUMPAGE (gallons per day)	<u>1,396,000</u>

INDIVIDUAL FILTER EFFLUENT TURBIDITY	
APPLICABLE TO ALL PLANTS WITH FILTRATION	
ANALYTE CODE <u>0100</u>	
Was each filter monitored continuously? (Y/N) _____	<input checked="" type="checkbox"/> Y
Were measurements recorded every 15 minutes? (Y/N) _____	<input checked="" type="checkbox"/> Y
Was there a failure of the continuous monitoring equipment? (Y/N) _____	<input type="checkbox"/> N
If Yes, (1) were individual filter effluent turbidity grab samples collected every four hours of operation? (Y/N) _____	<input type="checkbox"/>
(2) was the continuously monitoring equipment repaired within 5 working days? (Y/N) _____	<input type="checkbox"/>
Was individual filter level greater than 1.0 NTU in two consecutive measurements? (Y/N) _____	<input type="checkbox"/> N
Was individual filter level greater than 0.5 NTU in two consecutive measurements after on line for more than four hours? (Y/N) _____	<input type="checkbox"/> N
Was individual filter level greater than 1.0 NTU in two consecutive measurements in three consecutive months? (Y/N) _____	<input type="checkbox"/> N
Was individual filter level greater than 2.0 NTU in two consecutive measurements in two consecutive months? (Y/N) _____	<input type="checkbox"/> N
If any of the last 4 boxes are YES, fill out the Individual Filter Turbidity Sheet and submit with the MOR	

COMBINED FILTER EFFLUENT TURBIDITY		ENTRY POINT RESIDUAL DISINFECTANT CONCENTRATION	
APPLICABLE TO ALL PLANTS WITH FILTRATION		APPLICABLE TO ALL PLANTS	
ANALYTE CODE <u>0100</u>	ANALYTE CODE <u>0999</u>		
Number of hours of plant operation <u>720.0</u>	Number of days of plant operation <u>30</u>		
Were samples taken every 4 hours of plant operation? (Y/N) <input checked="" type="checkbox"/>	Were samples taken each day of operation? (Y/N) <input checked="" type="checkbox"/>		
Number of samples taken <u>180</u>	Number of lowest chlorine samples recorded <u>30</u>		
Highest single turbidity reading <u>0.10</u>	Lowest single chlorine reading <u>1.60</u>		
For all filtration except slow sand filtration:	If less than required:		
Number of samples exceeded 0.1 NTU <u>1</u>	Was residual restored within 4 hours of plant operation? (Y/N) <input type="checkbox"/>		
Number of samples exceeded 0.3 NTU <u>0</u>	<u>Free Chlorine</u> (for all disinfectants except chloramine):		
Number of samples exceeded 1 NTU <u>0</u>	Number of samples under 0.2 mg/L <u>0</u>		
When filtration is slow sand filtration:	<u>Total Chlorine</u> (when disinfectant is Chloramine):		
Number of samples exceeded 1 NTU _____	Number of samples under 0.5 mg/L _____		
Number of samples exceeded 5 NTU _____			

CHLORINE DIOXIDE ENTRY POINT MONITORING		CHLORITE ENTRY POINT MONITORING	
APPLICABLE TO PLANTS UTILIZING CHLORINE DIOXIDE		APPLICABLE TO PLANTS UTILIZING CHLORINE DIOXIDE	
ANALYTE CODE <u>1008</u>	ANALYTE CODE <u>1009</u>		
Number of days of plant operation <u>30</u>	Number of days of plant operation <u>30</u>		
Were samples taken each day of operation? (Y/N) <input type="checkbox"/>	Were samples taken each day of operation? (Y/N) <input type="checkbox"/>		
Number of samples taken <u>0</u>	Number of samples taken <u>0</u>		
Highest single chlorine dioxide reading <u>0.00</u>	Highest single chlorite reading <u>0.00</u>		
Number of chlorine dioxide samples exceeded 0.8 mg/L <u>0</u>	Number of chlorite samples exceeded 1 mg/L <u>0</u>		

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, 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. Violations of 401 KAR Chapter 8 are subject to severe penalties prescribed in KRS 224.99-010, up to \$25,000 fine per day per violation and in some cases a violation may subject the violator to prison.

Recoverable Signature

X Michael Sartin

Date

Signed by: Drinking Water Supv Compliance
Signature of Principal Executive Officer or Authorized Agent

KENTUCKY DIVISION OF WATER / DRINKING WATER BRANCH
MONTHLY OPERATING REPORT (MOR) SUMMARY FORM

PWS ID KY0800273

MONITORING PERIOD (MMYYYY) **11/2024**

AI 2987

NOTE: COMPLETE ALL APPLICABLE FIELDS!!! NOT ALL OF THE FIELDS ARE PRE-POPULATED FOR YOU!!!

PURCHASED		SOLD	
APPLICABLE TO ALL WATER SYSTEMS			
FROM WHOM? (PWS ID)	HOW MUCH? (gallons)	TO WHOM? (PWS ID)	HOW MUCH? (gallons)
<u>WV3303003</u>			
<u>KY0980575</u>			
<u>KY0360358</u>			

DISTRIBUTION RESIDUAL DISINFECTANT CONCENTRATION	
APPLICABLE TO ALL WATER SYSTEMS	

ANALYTE CODE <u>0999</u>	
Number of days of operation _____	<u>30</u>
Were samples taken each day of operation? (Y/N) _____	<input checked="" type="checkbox"/> Y
Number of samples taken:	
FREE _____	<u>32</u>
TOTAL _____	<u>32</u>
Lowest single FREE chlorine reading _____	<u>0.41</u>
Lowest single TOTAL chlorine reading _____	<u>0.49</u>

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, 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. Violations of 401 KAR Chapter 8 are subject to severe penalties prescribed in KRS 224.99-010, up to \$25,000 fine per day per violation and in some cases a violation may subject the violator to prison.

Recoverable Signature

X Michael Sartin _____

Date _____

Signed by: Drinking Water Supv Compliance Agent

Use this page to make note of any unusual condtions

Date

Reference Page

Comments

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: _____

RESIDENTIAL: _____
 COMMERCIAL: _____
 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	
Commercial	
Industrial	
Wholesale	

CONTACT INFORMATION:

	<u>WATER SYSTEM MANAGER/SUPERINT.</u>	<u>PLANT A</u>	<u>PLANT B</u>
NAME	_____	_____	_____
TITLE	_____	_____	_____
OFFICE PHONE	_____	_____	_____
CELL PHONE	_____	_____	_____
AFTER-HOURS PHONE	_____	_____	_____
MAILING ADDRESS	_____	_____	_____
EMAIL ADDRESS	_____	_____	_____
	<u>PLANT C</u>	<u>DISTRIBUTION</u>	<u>MOR CONTACT</u>
NAME	_____	_____	_____
TITLE	_____	_____	_____
OFFICE PHONE	_____	_____	_____
CELL PHONE	_____	_____	_____
AFTER-HOURS PHONE	_____	_____	_____
MAILING ADDRESS	_____	_____	_____
EMAIL ADDRESS	_____	_____	_____

PUBLIC SERVICE COMMISSION

Monthly Water Loss Report

Water Utility: Martin County Water District

For the Month of: November Year: 2024

LINE #	ITEM	GALLONS (Omit 000's)
1	WATER PRODUCED AND PURCHASED	
2	Water Produced	37,108
3	Water Purchased	
4	TOTAL PRODUCED AND PURCHASED	37,108
5		
6	WATER SALES	
7	Residential	9,299
8	Commercial	3,466
9	Industrial	
10	Bulk Loading Stations	
11	Wholesale	
12	Public Authorities	3,546
13	Other Sales (explain)	
14	TOTAL WATER SALES	16,311
15		
16	OTHER WATER USED	
17	Utility and/or Water Treatment Plant	325
18	Wastewater Plant	
19	System Flushing	361
20	Fire Department	
21	Other Usage (explain) plant usage	151
22	TOTAL OTHER WATER USED	837
23		
24	WATER LOSS	
25	Tank Overflows	
26	Line Breaks	5,360
27	Line Leaks	14,600
28	Excavation Damages	
29	Theft	
30	Other Loss	
31	TOTAL WATER LOSS	19,960
32		
33	Note: Line 14 + Line 22 + Line 31 MUST Equal Line 4	
34		
35	WATER LOSS PERCENTAGE	
36	(Line 31 divided by Line 4)	53.79%

MARTIN COUNTY WATER & SANITATION DISTRICT
LEAK ADJUSTMENT REQUESTS
12/10/2024

repaired toilet and replaced hot water heater **COMMERCIAL**

BILLED GALLONS/COST	13,460	161.64
AVG GALLONS/BILL	2,000	41.42
LEAK GALLONS/PURCH COST	11,460	22.92
PAY (avg+leak cost)		64.34
WRITE OFF (billed-avg-purch cost)		97.30
LATE PENALTIES TO ADJ		0.00
SEWER	13,460	202.72
AVG SEWER/BILL	2,000	33.00
LEAK SWR ADJ	11,460	169.72
SWR PAY (AVG-LEAK)		33.00
SWR WRITE OFF		169.72
SWR PENALTIES TO ADJ		0.00

267.02

replaced busted spigot

BILLED GALLONS/COST	8,770	112.44
BILLED GALLONS/COST	3,480	56.95
AVG GALLONS/BILL	2,000	41.42
LEAK GALLONS/PURCH COST	6,770	13.54
LEAK GALLONS/PURCH COST	1,480	2.96
PAY (avg+leak cost)		54.96
WRITE OFF (billed-avg-purch cost)		70.05
LATE PENALTIES TO ADJ		16.77
SEWER	8,770	133.26
SEWER	3,480	54.92
AVG SEWER/BILL	2,000	33.00
LEAK SWR ADJ	6,770	100.26
LEAK SWR ADJ	1,480	21.92
SWR PAY (AVG-LEAK)		66.00
SWR WRITE OFF		122.18
SWR PENALTIES TO ADJ		18.61

227.61

repaired leak between meter and home

BILLED GALLONS/COST	19,050	220.27
BILLED GALLONS/COST	8,390	108.45
AVG GALLONS/BILL	5,000	72.89
LEAK GALLONS/PURCH COST	14,050	28.10
LEAK GALLONS/PURCH COST	3,390	6.78
PAY (avg+leak cost)		100.99
WRITE OFF (billed-avg-purch cost)		148.06
LATE PENALTIES TO ADJ		16.77
SEWER	19,050	285.51

SEWER	8,390	127.64
AVG SEWER/BILL	5,000	77.43
LEAK SWR ADJ	14,050	208.08
LEAK SWR ADJ	3,390	50.21
SWR PAY (AVG-LEAK)		154.86
SWR WRITE OFF		258.29
SWR PENALTIES TO ADJ		18.61

441.73

replaced busted regulator

BILLED GALLONS/COST	35,970	397.77
AVG GALLONS/BILL	5,000	72.89
LEAK GALLONS/PURCH COST	30,970	61.94
PAY (avg+leak cost)		134.83
WRITE OFF (billed-avg-purch cost)		262.94
LATE PENALTIES TO ADJ		0.00

262.94

replaced broken coupling

BILLED GALLONS/COST	6,510	88.73
BILLED GALLONS/COST	2,160	43.10
AVG GALLONS/BILL	2,000	41.42
LEAK GALLONS/PURCH COST	4,510	9.02
LEAK GALLONS/PURCH COST	160	0.32
PAY (avg+leak cost)		92.18
WRITE OFF (billed-avg-purch cost)		48.99
LATE PENALTIES TO ADJ		13.18

62.17

replaced regulator, nipples, connectors, and shut off valve

BILLED GALLONS/COST	51,200	557.53
BILLED GALLONS/COST	7,080	94.71
AVG GALLONS/BILL	2,000	41.42
LEAK GALLONS/PURCH COST	49,200	98.40
LEAK GALLONS/PURCH COST	5,080	10.16
PAY (avg+leak cost)		191.4
WRITE OFF (billed-avg-purch cost)		569.40
LATE PENALTIES TO ADJ		46.64

616.04

repaired line between meter and home

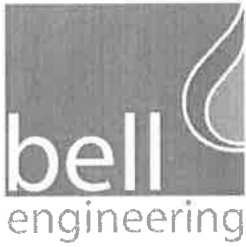
BILLED GALLONS/COST	14,230	169.71
AVG GALLONS/BILL	6,000	83.38
LEAK GALLONS/PURCH COST	8,230	16.46
PAY (avg+leak cost)		99.84
WRITE OFF (billed-avg-purch cost)		69.87
LATE PENALTIES TO ADJ		0.00

69.87

repaired line between meter and home

BILLED GALLONS/COST	126,590	1348.37
AVG GALLONS/BILL	2,000	41.42

LEAK GALLONS/PURCH COST	124,590	249.18	
PAY (avg+leak cost)		290.60	
WRITE OFF (billed-avg-purch cost)		1057.77	
LATE PENALTIES TO ADJ		0.00	1,057.77



MARTIN COUNTY WATER DISTRICT
MARTIN COUNTY, KENTUCKY
December, 2024

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 29th. 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 13th 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. 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)
TOTAL AWARD AMOUNT		\$ 3,473,426.00

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. Bell has rerun the hydraulics for both the large and small pumps. As part of this process, the river level, ground surface high point and discharge points were all reviewed. Various friction factors were also run for the pipe from the intake to the reservoir.
34. Bell is also reviewing the bid documents as it relates to what was provided by Xylem, particularly with the small pump motor and will work to resolve any issue by working with the Area Development District.

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, Buchannan Contracting, and Concurs, 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. All new mainline, service line and meters have been installed.
29. All customers have been moved over to the new line and the old line has been disconnected.
30. A walk through of the project was held on November 20, 2024 and a punch list was subsequently forwarded to the Contractor. The project will be complete when the punch list items have been completed. The project warranty period is one year.
31. Project closeout documents are being finalized and circulated.
32. The final construction amount has been forwarded to the ADD so the exact amount of funds and we will be working with them to determine the exact amount of money remaining in the project.

C. MCWD MASTER WATER PLAN - PHASES 1 & 2

- 1.. A proposal divided into two phases has been prepared and reviewed by the MCWD. Review comments are being addressed.

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.

E. ARC WATERLINE REPLACEMENT/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 26th. 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. They should be back to complete the work as soon as all components have been delivered.
20. 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.

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 25th. 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 3rd, 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 SystemProposed 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. The New Otto Brown Station has been designed and reviewed with Alliance. It will be built near the existing station. New station will be above ground concrete block structure in order to eliminate confined space issues. Final revisions have been made and a final bid form has been assembled. The Division of Water submittal has been prepared. 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. There were a total of nine planholders and five bids were submitted.
 3. The apparent low bid was submitted by Boca Enterprises.
 4. A preconstruction meeting was held on the November 20th for the project and the Notice to Proceed was issued.
 5. The project is under construction.
 6. The contract time is 30 days for substantial completion and 45 days for final completion.
- 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 is preparing the new waterline alignment to accommodate KYTC's latest plans.
- 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 750-HP 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 2nd.
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 District has been advised it will receive funding for this project.

O. COUNTYWIDE METER REPLACEMENT PROJECT

1. Project would replace all meters (residential and commercial) in the Martin County Water District system. The District has been advised it will receive funding for this project.

P. SPICY MOUNTAIN WATER EXTENSION

1. An opinion of probable project cost for delivery of water from the Johnosn 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.

Q. 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 and forwarded it 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.

R. 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.

S. COLDWATER WATER IMPROVEMENT PROJECT

1. Project would replace the existing waterline, service line and meters in the Coldwater area. An opinion of probable project cost has been prepared, entered into the KIA portal and forwarded for funding consideration. Bell is working with the ADD to prepare a revised project budget for \$5,000,000.

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, EFFECENCY 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 TRANSMSSION 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" DR8 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) 50-Foot and 20-Foot Sections of 10-inch DR8 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					\$ 30,487,780		

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 TELEMTRY 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 TELEMTRY 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 TELEMTRY 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

RECURRING PROJECTS	YEAR	COST	COMMENTS
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

TOTAL	\$ 137,000.00
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Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the COMMONWEALTH OF KENTUCKY, ENERGY AND ENVIRONMENT CABINET, DIVISION OF ABANDONED MINE LANDS (KYDAML) (“the Commonwealth”) and the MARTIN COUNTY WATER DISTRICT (MCWD) (“the Subrecipient”) to establish an agreement for the 23100WDLBMLR MARTIN COUNTY 40 EAST AML WATER SUPPLY RESTORATION (WSRP) PROJECT (“the Project”). The initial MOA is effective from September 1, 2024, through June 30, 2028 (“the Agreement Period”).

I. Scope of Services:

A. Purpose and General Definitions:

The project is defined as the design and construction of water service lines to complete upgrades/repairs/replacement of existing service lines and system components that have leaking or failing sections throughout 40 East portion of Martin County. A total of approximately 3,075 linear feet of new lines will be installed which will aid approximately 150 current customers with improved water service.

B. Bipartisan Infrastructure Law (BIL) Program Goals:

Withstanding procurement law in KRS 45A, the following goals are set forth by the Commonwealth:

1. Enter into Memorandum of Agreements (MOAs) with Subrecipients that hire contractors and vendors that provide employment opportunities to current and former employees of the coal industry, when such employees are available to work on projects within applicable regions or local areas. Subrecipients will report on the extent to which current and former employees of the coal industry have been employed in any AML work the Subrecipient has performed through its contractors.
2. Aggregate projects into larger statewide or regional contracts as part of their procurement processes, in order to improve efficiencies in our BIL AML grant funding.
3. Support projects that deliver benefits to disadvantaged communities including the reduction of environmental burdens on such communities in alignment with the overall objectives of the Justice 40 Initiative.
4. Support pre-apprenticeship, registered apprenticeship, and youth training programs that open pathways to employment by collaborating with other Federal, State, Tribal, and local government agencies and non-governmental organizations that have the relevant expertise in these areas, including the Interagency Working Group on Coal and Power Plant Communities and Economic Revitalization. While BIL AML grants may not be used to directly fund pre-apprenticeships, apprenticeships, and training programs, States and Tribes are encouraged to strengthen existing partnerships with governmental agencies and non-governmental entities that provide these types of services and to strategize on ways to promote these types of opportunities for BIL AML projects, including by identifying workforce needs for AML projects.

C. Disbursement of Funds:

The Subrecipient will ensure that the Grant is expended in compliance with this MOA, applicable law, and to the mutual satisfaction of each party to this MOA.

The funding categories authorized for payment under this MOA for the Project may include the following:

1. Design and engineering services;
2. Construction materials;
3. Construction;

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4. Construction Inspection;

5. Other work, closely associated with the funding categories listed above, necessary for the development of the Project, as authorized under this MOA, and approved in writing by the Commonwealth.

7. Financial administration, oversight, and management of the project. The Subrecipient is responsible for the financial administration, oversight, and management of the project for the entire length of the project and/or duration of this MOA as described herein. The Subrecipient may engage a separate agency/entity as project administrator to assist in fulfilling these obligations. Any agency/entity engaged by the Subrecipient shall have the qualifications necessary for fulfilling these responsibilities, and selection of a project administrator shall be in accordance with Kentucky Model Procurement Code KRS Chapter 45A, to the extent applicable. The total maximum allowable fee to be reimbursed with grant funds for project administration services, if procured by the subrecipient, is \$20,000.00. Requests for reimbursement made to the Commonwealth for such services should be made in uniform amounts, as much as possible, in conjunction with the submittal of monthly invoices. A minimum of four (4) payments will be made with the final payment (from the \$20,000 total) equaling \$8,000. This final payment is only payable upon receiving a complete final invoice for the project. These payments are considered full compensation for all financial administration, oversight, and management duties required herein. Requests for payment should include a listing of all financial administration, oversight, and management fees earned to date. Financial administration, oversight, and management includes:

- a. Salaries and fringe benefits for one Manager and one Administrative Assistant;
- b. Incidentals (rent, telephone, office supplies, copies, travel, and other necessary and properly justified and documented expenses);
- c. Attorney's fees as necessary;
- d. Audit fees to comply with required annual federal audit;
- e. Liability insurances as necessary.

The Subrecipient shall obtain prior approval of the Commonwealth for acquisition of any equipment, materials, or services not specifically included under this MOA. Requests for acquisition authorization for such items shall be submitted electronically to the Commonwealth.

All payments from the Grant for the Project are contingent upon the funds being available through the Commonwealth's funding source during the term of this MOA.

Conditions Precedent to Payment:

Payment for any of the above-listed funding categories, except for design/engineering/architectural services and project administration services, are not authorized under this MOA until:

1. Issuance of a formal Authorization to Proceed (ATP) by the OSMRE for the Project.
2. A Report of Compliance (ROC) for the provisions of the Build America, Buy America Act (BABA) (Appendix J.a.) along with any applicable Contractor Certificate of Compliance forms (Appendix J.b.) and vendor documentation have been submitted.
3. A Report of Compliance (ROC) for the provisions of the Davis-Bacon Act (DBA) (Appendix I.g.), along with required certified payroll documentation, has been submitted.
4. Submission of required monthly progress reports have been completed.

D. Activities:

The Subrecipient shall:

1. Establish a non-interest-bearing Project bank account identified as the "Martin County 40 East AML WSRP" ("the Project Bank Account"), for all federal receipts and all payments to contractors and vendors associated with the Project. To ensure that the Grant funds are deposited into the correct Project Bank Account, deposits from the Commonwealth will only be made via Electronic Fund Transfer ("EFT"). An EFT form,

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provided by the Commonwealth, must be completed prior to the execution of this MOA. In summary, all Project-related deposits and payments funded with the Grant, as authorized under this MOA, must occur solely within (to and from) the Project Bank Account. Comingling of funds with any other account is prohibited.

2. Establish a special Project identification code for all work performed under this MOA and shall maintain records, accessed by this code, or by other means, of all related Project work, whether performed by the Subrecipient, other governmental agencies, non-profits, or private companies.
3. Prepare request for proposals, request for quotes, solicitations of bids, and procure all contracts in a manner compliant with applicable Federal and State laws; specifically, the Code of Federal Regulations 2 CFR Part 200, Subpart F, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and the Kentucky Model Procurement Code (KRS Chapter 45A), respectively. The Commonwealth shall approve all Project-related contracts entered into by the Subrecipient prior to formal implementation of any contract.
4. Review for completeness, accuracy, and suitability, all request for proposals, request for quotes, bid documents, contracts, design plans, specifications, and other Project-related information.
5. Submit a tabulation of bids (a chart showing the amount bid by each bidder for each pay item in the contract) or a summary of quotes, as needed, for each service and/or item necessary for the Project.
6. Select appropriate bidders/contractors and vendors with concurrence from the Commonwealth. Part of the Commonwealth's concurrence process consists of performing a Federal Applicant Violator System (AVS) check to determine if applicable bidders/contractors are eligible to receive an AML contract. This requirement is found under OSMRE's regulations at 30 C.F.R. § 874.16 and the review requires that applicable bidders/contractors complete and submit an AML Contractor/Subcontractor Information Form (Appendix A). Requirement Number 2 under the Assurances section (Section IV) of this MOA provides additional information regarding the AVS check. Additionally, the Commonwealth's concurrence process requires that applicable bidders/contractors complete and submit a notarized Campaign Finance Law Compliance Form (Appendix B). This requirement is in accordance with the provisions of KRS Chapter 45A.110 and KRS Chapter 45A.115.
7. Prepare all contract documents and any notices of award, provide completed design plans, technical specifications, proposals, and all other Project-related, and contract documents in electronic format to the Commonwealth.
8. Verify that all entities associated with the Project obtain all required permits or certifications and provide all such documents to the Commonwealth in electronic format.
9. Perform complete Project management to verify that all services and materials for which payment has been made are, or have been, rendered. This includes taking reasonable steps to verify that all necessary inspections and confirmations occur and are documented and that all Project activities are compliant, as needed, with local, State, and Federal building codes and reporting requirements.
10. Perform daily progress (construction/equipment installation) inspections of Project activities and thoroughly and completely document such inspections via inspection report forms (provided by the Subrecipient or contractors/subcontractors). The Subrecipient shall provide daily construction/equipment installation inspection-report forms, or other documentation, demonstrating Project activity to the Commonwealth at the same time as the monthly request for payment (RFP) is made (see Request for Payment Section, paragraphs 15.I-XI below for details). The construction/equipment installation inspection-report forms should document construction/equipment installation activities for the period subject to the request for reimbursement for that month. If no reimbursement is sought for any month, but Project inspections occur, those associated inspection reports must still be submitted with the RFP form.
11. Verify that all work related to the Project is verified and completed, or product delivered, according to final, or agreed-upon changes to, design and construction/equipment installation plans and contract(s). All change orders (COs) associated with the Project and funded pursuant to this MOA must be submitted to, and approved by, the Commonwealth prior to implementation of the work addressed by the CO.

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12. Attend all meetings related to a) request for proposals, request for quotes, and solicitations of bids, b) contract awards, c) Project activity status, and d) change orders. Meeting attendance by the Subrecipient, or their representative(s), at all meetings is mandatory. Failure to abide by this requirement may be grounds for termination of this MOA and may require refunding to the Commonwealth all funds received pursuant to this MOA. In addition, such a violation may prevent the execution of any future MOAs between the Commonwealth and the Subrecipient.
13. Must be equipped to fully comply with all administrative requirements associated with the provisions of the Build America, Buy America Act (BABA) Pub. L. No 117-58, Sects 70901-525. Therefore, Subrecipients must prepare contracts and notices of award to include required BABA language. Subrecipients are also required to perform oversight duties associated with BABA provisions and includes requiring the submission of a Certificate of Compliance with Build America, Buy America (Appendix J.b.) by contractors and subcontractors along with required receipts and supporting documentation. Requirement Number 3 under the Assurances section (Section IV) of this MOA provides additional information regarding DBA requirements.
14. Must be equipped to fully comply with all administrative requirements associated with the provisions of the Davis-Bacon Act (DBA) 29 CFR 5.5 (Appendix D). Therefore, Subrecipients must prepare contracts and notices of award to include required DBA language. Subrecipients are also required to perform oversight duties associated with DBA provisions that includes requiring the weekly submission of certified payrolls by contractors and subcontractors, the review and retention of such payrolls, and the implementation of compliance measures. Requirement Number 4 under the Assurances section (Section IV) of this MOA provides additional information regarding DBA requirements.

Request for Payment (RFP) (also see Section III. Request for Payment below):

15. The Subrecipient shall:
 - I. Require contractors and vendors to submit all invoices to the Subrecipient in a timely manner. The authorized services of contractors and vendors, and the dates recorded on their invoices, must have occurred within the Agreement Period.
 - II. Submit, monthly only, on or before the last day of the following month, a signed and dated Request for Payment (RFP) Form (Appendix C) to the Commonwealth for services and vendor purchases that occurred during the previous month(s). If no payment is being requested, a zero-dollar RFP form must still be submitted for the month along with applicable forms as described below.
 - III. Include, with the RFP Form, a summary list that shows all contractor and vendor invoices listed alphabetically by contractor and vendor name, then by date of each invoice (earliest to most recent). The total dollar amount requested from the Commonwealth shall be shown at the bottom of this summary list.
 - IV. Include, with the RFP Form, all applicable contractor and vendor invoices organized to match the summary list (alphabetically by contractor and vendor name, then by date of the invoice, earliest to most recent).
 - V. Include, with the RFP Form a signed Report of Compliance with Davis-Bacon Labor Standards Provisions (Appendix I.g.) along with any required certified payroll documents that have been received from contractors or subcontractors.
 - VI. Include, with the RFP Form, a signed Report of Compliance with Build America, Buy America (BABA) (Appendix J.a.) along with Certificate of Compliance(s) with Build America, Buy America (Appendix J.b.) and supporting documentation received from contractors or subcontractors.
 - VII. Include, with the RFP Form, a WDLBAML Monthly Project Status Report Form (Appendix E – also see paragraph 23 of the Reports section below) describing the Project status to date. If no RFP is submitted for a month, the WDMBAML Monthly Project Status Report Form must still be submitted for that month. For the final payment of the Project, the WDLBAML Summary Evaluation Report Form (Appendix H – also see paragraph 25 of the Reports section below) must be submitted to the Commonwealth that summarizes implementation to completion of the Project, including a summary itemization of expenditures. The WDLBAML Summary Evaluation Report Form is required to receive

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final payment. In the event of a deficiency, the Subrecipient shall submit a list of such deficiencies to necessary subcontractors, vendors, and the Commonwealth. All deficiencies must be corrected prior to authorization of final payment.

- VIII. Include, with the RFP Form, all construction/equipment installation daily inspection reports forms that coincide with the month for which the submittal is made.
- IX. Include, with the RFP Form, for any final invoice of any contractor paid with the Grant, a notarized Release of Liens and Claims, Affidavit, or similar document that demonstrates each applicable contractor warrants that there are no amounts owed to them and they waive and relinquish all liens, claims, demands, and causes of action whatsoever they might have against the Subrecipient by reason of, or arising out of, any Project-related contract. Furthermore, the notarized Release of Liens and Claims, Affidavit, or similar document must demonstrate that the applicable contractor indemnifies and holds harmless the Subrecipient against all claims or demands arising out of their respective contracts.
- X. Include, with the RFP Form, the preceding monthly bank statement, and copies of issued checks, from the Project Bank Account. This is to show that all preceding months' payments from the Commonwealth were deposited into the Project Bank Account and all payments from said account were made to appropriate contractors and vendors and for the correct amounts. Monthly bank statements and copies of issued checks are required for payment and the Commonwealth recommends that the subrecipient establish on-line banking for the Project bank account to ensure that these documents are obtained as quickly as possible to prevent delays of payment from the Commonwealth.
- XI. Disburse funds, deposited into the Project Bank Account, to contractors and vendors for payment of services and goods. Disbursement of such funds must occur in a timely manner. Disbursements that do not adhere to the contract performance requirements between the Subrecipient and contractors or vendors, in terms of timeliness of payments, for any payments (i.e., non-final or final payments), will be grounds for termination of this MOA and may require refunding to the Commonwealth all funds received pursuant to this MOA. In addition, such a violation may prevent the execution of any future MOAs between the Commonwealth and the Subrecipient.

Recordkeeping Obligations:

- 16. Maintain records in accordance with 2 CFR Part 200, Subpart D § 200.334, which is incorporated into this MOA by reference. The Subrecipient shall retain all records relating to the Project until such records are audited by the Commonwealth, or for three (3) years, after the Commonwealth submits a closeout report to OSMRE, whichever first occurs. In addition, the subrecipient shall maintain all financial records for ten (10) years in accordance with paragraph 18 below. The Subrecipient shall advise the Commonwealth in writing if the Project is to be administered by another entity on its behalf and the Project-related records will be maintained at an alternate site.
- 17. Make, during the Agreement period of this MOA, all financial records of any nature including, but not limited to, those electronically maintained relating to the financial condition of the Subrecipient, and all other records relating to the Subrecipient, available for inspection and copying promptly upon receipt of a written request from the Commonwealth.
- 18. Make, for a period of ten (10) years from the beginning of the Agreement Period, all financial records relating to the Project, including but not limited to those electronically maintained, available for inspection and copying promptly upon receipt of a written request from the Commonwealth. This provision in no way limits the rights of the Commonwealth to inspect and copy any other records pursuant to this MOA.

Audit Obligations:

- 19. Complete and submit as follows:

Subrecipients that spend more than \$750,000 in Federal funds during their fiscal year are required to have an audit performed in accordance with the audit requirements found in the Code of Federal Regulations 2 CFR Part 200, Subpart F, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". The audit must be submitted to the Commonwealth and to the Federal Audit Clearing House. Contact information is as follows:

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Energy and Environment Cabinet
Attention: OAS Federal Audits
300 Building, 3rd Floor – Workstation #4
300 Sower Blvd.
Frankfort, KY 40601

Federal Audit Clearing House
<https://facweb.census.gov/uploadpdf.aspx>
(Follow instructions on web site)

The cost of any such audits shall be borne by the Subrecipient and/or their Project Administrator as determined by their mutual project administration agreement.

Subrecipients in Hardin, Knott, Letcher, and Morgan Counties operate on a calendar year (January 1 – December 31). Audit notification letters will be mailed from the Commonwealth to Subrecipients in these counties in April following the end of their fiscal year in which grant funds were expended. Audits for these Subrecipients are due by June 30. In summary, Subrecipients in Hardin, Knott, Letcher, and Morgan Counties have 6 months to complete and submit their audit for Federal funds spent in excess of \$750,000 between January 1 and December 31.

Subrecipients in counties other than Hardin, Knott, Letcher, and Morgan operate on the State Fiscal Year (July 1 – June 30). Audit notification letters will be mailed from the Commonwealth to Subrecipients from these counties in October following the end of their fiscal year in which grant funds were expended. Audits for these Subrecipients are due by December 31. In summary, Subrecipients in counties other than Hardin, Knott, Letcher, and Morgan have 6 months to complete and submit their audit for Federal funds spent in excess of \$750,000 between July 1 and June 30.

The Subrecipient shall cooperate fully with the Commonwealth to facilitate the obligations set out in this MOA including, but not limited to, allowing the Commonwealth to inspect all records pertaining to the Project at any time after reasonable notice.

Event of Default:

20. Abide by the following:

- a) Upon the occurrence of an Event of Default, the Commonwealth:
 - 1. Has the right to require the Subrecipient to repay to the Commonwealth a portion, or all, of the Grant received pursuant to this MOA; and all funds returned to the Commonwealth will remain designated as BIL Program funds and will be allocated to a new or existing BIL project upon the approval of OSMRE;
 - 2. Has the right to suspend payment of the Grant;
 - 3. Has the right to terminate this MOA and the payment of the Grant pursuant to this MOA, and the Subrecipient shall have no right, title, or interest to the Grant. The rights and remedies of the Commonwealth provided hereunder shall be deemed cumulative and shall be in addition to any other rights or remedies available to the Commonwealth under this MOA or by law or equity.
- b) The occurrence of any of the following shall constitute an Event of Default:
 - 1. Using the Grant provided pursuant to this MOA for any purpose other than as authorized herein;
 - 2. Any breach of any covenant, agreement, provision, or warranty made in this MOA and/or made in the ATP issued by OSMRE for the Project, including any supplementary information provided therewith;
 - 3. Failure to meet the timeframes specified herein.

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Cooperation:

21. Shall make, execute, and deliver, or cause to be made, executed, and delivered, all further instruments, documents as may, in the reasonable opinion of the Commonwealth, be necessary or desirable to effect, complete, perfect, or otherwise to continue and preserve the obligations of the Subrecipient under this MOA. Unless otherwise specified, the obligations of the Subrecipient and the rights of the Commonwealth set forth in this section shall survive the expiration and/or termination of this MOA.

Relationships:

22. Shall include, in all agreements/contracts, a provision that no transfer of the Grant funds shall be deemed an assignment of any rights, benefits, privileges, authorities, or interests of the Subrecipient under this MOA. Nothing contained in this MOA, nor any act of the Commonwealth or Subrecipient, shall be deemed or construed to create any third-party beneficiary relationship or deemed or construed to create any relationship of principal and agent, limited or general partnership, or joint venture, or of any association or relationship involving the Commonwealth.

Reports:

23. Shall electronically submit a WDLBAML Monthly Project Status Report (Appendix E). This report shall cover progress to date, any problems encountered, actions taken, and any anticipated activity and work products expected during the next month. This report shall be submitted as part of the monthly RFP for the Project.
24. Shall electronically submit a WDLBAML Monthly Budget Report Form (Appendix F). This report shall cover Project expenditures to date shall be submitted as part of the monthly RFP for the Project.
25. Shall electronically submit a WDLBAML Summary Evaluation Report (Appendix H). This report shall cover activities and deliverables completed during the Agreement Period. This report shall be submitted as part of the final RFP for the Project. The Commonwealth will not pay the final RFP unless the WDLBAML Summary Evaluation Report is submitted as directed.

Notifications:

26. Shall send electronically all notices, requests, demands, waivers, and other communications given as provided in this Agreement to the following:

Timothy Thoma, Chairman
Martin County Water District (MCWD/Alliance Water Resources)
387 East Main Street, Suite 140
Inez, KY 41224
606-298-3885
tbthoma@hotmail.com
Subrecipient Unique Entity Identifier (UEI): V2WECK7XZE53

Colby May, Manager (MCWD/Alliance Water Resources)
387 East Main Street, Suite 140
Inez, KY 41224
606-298-3885
cmay@alliancewater.com

Joe Jacobs, Economic Development Director
Big Sandy Area Development District (BSADD)
110 Resource Court
Prestonsburg, KY 41653
joe.jacobs@bigsandy.org
606-259-1996

Jim Cable, Director

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Kentucky Division of Abandoned Mine Lands
Energy and Environment Cabinet
300 Sower Blvd., Frankfort, KY 40601
502-782-9913
606-594-4534
James.cable@ky.gov

II. Pricing:

The Commonwealth shall reimburse the Subrecipient up to \$860,000.00 for services and activities as outlined in the Program Budget table below.

Program Budget

Categories	The Commonwealth	Cost Share/ In-kind Match	Total
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Construction	\$720,000.00	\$0.00	\$720,000.00
Supplies	\$0.00	\$0.00	\$0.00
Other: Design, Inspection, Legal, etc.	\$120,000.00	\$0.00	\$120,000.00
Project Administration	\$20,000.00	\$0.00	\$20,000.00
Total Direct Charges	\$860,000.00	\$0.00	\$860,000.00
Indirect Charges (up to 10% of the Commonwealth's Total Direct Charges) **	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Total	\$860,000.00	\$0.00	\$860,000.00
Program Income	\$0.00	\$0.00	\$0.00

A detailed budget template provided by the Commonwealth shall be completed and submitted to jordan.montgomery@ky.gov, deanne.hagedorn@ky.gov, and phil.bowling@ky.gov prior to the start of the project and before the start of each fiscal year.

**** INDIRECT COST: (if applicable)**

If the Subrecipient is receiving state funds the Subrecipient may not charge indirect costs in excess of ten (10) percent of total direct costs. An indirect rate **shall not** be charged on contractual expenditures. Indirect charges exceeding the ten (10) percent shall be considered as cost share provided by the Subrecipient.

If the Subrecipient is receiving federal funds the Subrecipient shall use the indirect rate corresponding with the agreement the Subrecipient has with the federal entity or ten (10) percent. The Subrecipient shall provide a copy of the indirect agreement prior to the federal funds being awarded.

III. Request for Payment (RFP):

The Subrecipient shall:

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Invoice the Commonwealth monthly for authorized expenditures by budget line item using the Request for Payment (RFP) Form (Appendix C).

The RFP must indicate:

1. The Document ID number, which can be found at the top of the MOA/PSC. The Document ID number can be recognized by the beginning letters "PON2" or "SC".
2. RFP number
3. RFP date
4. Dates of service covered
5. Current expenditures with each item listed separately
6. Cumulative expenditures to date
7. Current cost share or match, if identified in the Program Budget
8. Cumulative cost share or match
9. Include a copy of the transaction detail report if available and/or receipt

Backup documentation must be maintained for each RFP, as required by the record retention schedule in Kentucky's Administrative Regulation 725 KAR 1:061 and/or 2 CFR 200.334 through 200.338. The backup documentation can either be submitted with the RFP or kept for inspection by the Commonwealth, if or when requested.

Examples of backup documentation may include:

1. Personnel – payroll spreadsheet showing time worked within the RFP period. Spreadsheet shall contain salary information, name of employee or some identifiable number, percent of time applied to grant, along with the number of hours and fringe benefits per person.
2. Fringe – include in payroll spreadsheet.
3. Travel – travel voucher or invoices showing airfare, hotel expenses, etc.
4. Equipment – receipt marked paid (an invoice shall be submitted after equipment is paid for).
5. Supplies – receipt marked paid (an invoice shall be submitted after supplies are paid for).
6. Contractual – invoice and documentation that item has been paid (Subrecipient shall verify invoice).
7. Construction – invoices, receipts marked paid and any other documents that properly verify expenses.
8. Indirect costs – will be verified not to exceed the allowable rate established in the MOA.
9. Other – invoice and documentation that item has been paid (Subrecipient shall verify invoice).

Final RFP: The final RFP should be clearly marked as "FINAL" to indicate that all funds that will be expended, have been expended.

Where to submit Request for Payments:

All RFPs shall be submitted via email to: jordan.montgomery@ky.gov, deanne.hagedorn@ky.gov, and phil.bowling@ky.gov

The subject line of the email should read: Martin County 40 East AML WSRP RFP [#]

IV. Assurances:

Grant Number: S24AF00034-00

The parties shall abide by all terms of the Grant: S24AF00034-00

Subrecipients shall comply with the following requirements:

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1. BIL AML WSRP Grant funds may not be used, directly or indirectly, to support or oppose union organizing.
2. Bidders for a BIL-funded AML WSRP project contracts cannot be awarded a contract or subcontract or perform any work funded by a BIL WSRP grant, if their company, their owners and controllers, their corporate officers and their shareholders own or control mine operations that have any outstanding uncorrected or unabated violations. Consistent with 30 C.F.R. § 874.16 and § 875.20, every successful bidder for an BIL WSRP contract must be eligible under 30 C.F.R. §§ 773.12, 773.13, and 773.14 at the time of contract award to receive a permit or be provisionally issued a permit to conduct surface coal mining operations. At a minimum, States and Tribes must review the Applicant Violator System (AVS), and the System for Award Management (SAM) and any other available information to verify the eligibility of each bidder before a contract or subcontract is awarded for any work performed and funded under a BIL WSRP grant. This review will occur before any contracts are awarded.
3. Build America, Buy America (BABA): BIL AML WSRP Grant-funded projects are now subject to the Build America, Buy America (BABA) Act that was enacted as part of the Bipartisan Infrastructure Law in 2021. As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this Project.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- A. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- B. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- C. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

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2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- # non-ferrous metals;
- # plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- # glass (including optic glass);
- # lumber; or
- # drywall.

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“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

The Commonwealth will determine whether or not BABA is applicable to the project prior to the start of the project. If the Commonwealth determines that BABA is not applicable to the project, the Report of Compliance with Build America, Buy America (Appendix J.a.) does not have to be submitted.

4. Davis-Bacon Act (DBA): BIL-funded AML construction projects require certain actions on the part of funding recipients (such as state or local agencies) and construction contractors to ensure compliance with Davis-Bacon Related Acts.

Among other requirements, the funding recipients must:

- # ensure that the Davis-Bacon contract clauses and applicable wage determinations are inserted into any construction contracts entered into by themselves or their sub-recipients for projects receiving any federal funding subject to Davis-Bacon labor standards (the required contract clauses are set forth at 29 CFR 5.5 (Appendix D), and general wage determinations and guidance on their application can be found at <https://sam.gov/content/wage-determinations>).
- # provide guidance to sub-recipients and contractors as to Related Act coverage, wage determination applicability, and the classifications of work performed on the contract;
- # conduct sufficient monitoring of sub-recipients and contractors to ensure that laborers and mechanics are being paid the applicable prevailing wages and fringe benefits;
- # receive and review certified payrolls, and, where applicable, forward certified payrolls to the federal funding agency; and upon the written request of the Department of Labor, or on their own initiative, both the federal funding agencies and the funding recipients must withhold payments to the prime contractors in an amount sufficient to cover any unpaid prevailing wages owed to workers, or suspend any further payments until violations of the Davis-Bacon labor standards have ceased.

Failure to take these actions may result in the loss of the federal funding, in accordance with 29 CFR 5.6.

Among other requirements, contractors and subcontractors must:

- # pay at least the Davis-Bacon prevailing wages listed in the applicable wage determinations included in the contract to laborers and mechanics who work on the site of work:
 - o the Davis-Bacon prevailing wage is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination;
 - o contractors can meet this obligation by paying each laborer and mechanic the applicable prevailing wage for the classification of work they perform entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits;
 - o contractors must pay laborers and mechanics the applicable prevailing wages for all hours worked on the site of the work on a weekly basis (except for contributions to bona fide fringe benefit plans, which must be made at least quarterly);
- # maintain an accurate record of hours worked and wages paid, including fringe benefit contributions;
- # submit certified payrolls to the contracting agency/funding recipient each week, within seven days of the payroll date for that workweek; and

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ensure that the required contract clauses and applicable wage determinations are incorporated into any lower-tier subcontracts.

5. For each contractor working on this project and receiving AML WSRP BIL Grant funds, the Subrecipient must require each Contractor to complete a Coal Industry Employee Certification Form (Appendix G). The form must be completed by all contractors and received by the Subrecipient, and then by the Commonwealth, before the Subrecipient awards a contract to the contractor.

Additional Assurances:

Subrecipient terms and conditions can be found via reference to the Applicable Program Regulations, Financial Assistance Regulations, and National Policy Assurances below:

The following are incorporated into this agreement by reference:

1. Applicable Program Regulations at: <https://www.osmre.gov/laws-and-regulations>
2. Financial Assistance Regulations at: <https://www.osmre.gov/resources/grants-resources>
3. National Policy Assurances to be incorporated as Award Terms in effect on date of award at: <https://www.osmre.gov/laws-and-regulations/federal-assistance-manual>
4. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards. <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>
5. The Office of Surface Mining Reclamation and Enforcement (OSMRE) uses the Federal Assistance Manual (FAM) <https://www.osmre.gov/resources/federal-assistance-manual> to show how OSMRE and its grantees manage Federal grants. The FAM details 2 CFR 200, the federal law outlining federal grants. All grantees should become familiar with the FAM and 2 CFR 200.
6. Guidance on the Bipartisan Infrastructure Law Abandoned Mine Land Grant Implementation at: https://www.osmre.gov/sites/default/files/inline-files/BIL_AML_Guidance_7-19-22.pdf

V. Appendices:

- A. Contractor/Subcontractor Information Form
- B. Campaign Finance Law Compliance Form
- C. Request for Payment (RFP) Form
- D. 29 CFR 5.5 (up-to-date as of 02/26/2024)
- E. WDLBAML Monthly Project Status Report Form
- F. WDLBAML Monthly Budget Report Form
- G. Coal Industry Employee Certification Form
- H. WDLBAML Project Summary Evaluation Report Form
- I. AML Davis Bacon Handbook
 - a. Conformance Form SF-1444
 - b. Rate in Effect
 - c. WH-347
 - d. No Work Statement
 - e. Posters WH-1321
 - f. Interview Form
 - g. Form AML-001 – Report of Compliance DBA
 - h. DBA Compliance Checklist
- J. AML Build America, Buy America (BABA) Handbook
 - a. Form AML-002 Report of Compliance BABA
 - b. Form AML-003 Certificate of Compliance BABA

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(The Commonwealth will provide Appendices A-J to the Subrecipient when the Commonwealth transmits this MOA to the Subrecipient for review and signature).

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**MOA/PSC Exception Standard Terms and Conditions
Revised August 2024**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Subrecipient/Contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee (“LRC”). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor’s invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 LRC Policies

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements

This section does not apply to governmental or quasi-governmental entities.

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The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The subrecipient/contractor shall comply with all terms and conditions of the Act.

5.00 Cancellation

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Subrecipient/Contractor by registered or certified mail.

6.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Subrecipient/Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky

This section does not apply to governmental or quasi-governmental entities.

The Subrecipient/Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Subrecipient/Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees

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This section does not apply to governmental or quasi-governmental entities.

The Subrecipient/Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized

This section does not apply to governmental or quasi-governmental entities.

The Subrecipient/Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Subrecipient/Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein

This section does not apply to governmental or quasi-governmental entities.

The Subrecipient/Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Subrecipient/Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Subrecipient/Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications

This section does not apply to governmental or quasi-governmental entities.

The Subrecipient/Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles

This section does not apply to governmental or quasi-governmental entities.

The Subrecipient/Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance

This section does not apply to governmental or quasi-governmental entities.

The Subrecipient/Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Subrecipient/Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

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15.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to subrecipient/contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Subrecipient/Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Subrecipient/Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Social security

This section does not apply to governmental or quasi-governmental entities.

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42

U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

17.00 Violation of tax and employment laws

KRS 45A.485 requires the Subrecipient/Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Subrecipient/Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a subrecipient/contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Subrecipient/Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Subrecipient/Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Subrecipient/Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

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18.00 Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Subrecipient/Contractor agrees as follows:

The Subrecipient/Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Subrecipient/Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Subrecipient/Contractor agrees to provide, upon request, needed reasonable accommodations. The Subrecipient/Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Subrecipient/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Subrecipient/Contractor, the Subrecipient/Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Subrecipient/Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Subrecipient's/Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Subrecipient/Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Subrecipient/Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Subrecipient/Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Subrecipient's/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Subrecipient/Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

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The Subrecipient/Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient/Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Subrecipient/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Subrecipient/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.00 Bidder, Offeror, or Subrecipient/Contractor Mandatory Representations Compliance with Commonwealth Law

The subrecipient/contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

- KRS Chapter 136 (CORPORATION AND UTILITY TAXES)
- KRS Chapter 139 (SALES AND USE TAXES)
- KRS Chapter 141 (INCOME TAXES)
- KRS Chapter 337 (WAGES AND HOURS)
- KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
- KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)
- KRS Chapter 342 (WORKERS' COMPENSATION)

Boycott Provisions

The subrecipient/contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

The subrecipient/contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The subrecipient/contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

AGREED TO BY:

MARTIN COUNTY WATER DISTRICT (MCWD):

Timothy Thoma, Chairman

Date

DEPARTMENT FOR NATURAL RESOURCES:

Gordon Slone, Commissioner

Date

ENERGY AND ENVIRONMENT CABINET:

Rebecca W. Goodman, Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

EEC Office of Legal Services

Date