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ADMITTED IN KY AND WV

December 16, 2024

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

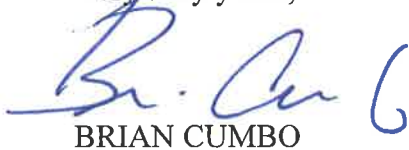
RE: Martin County Water District  
PSC Case No. 2020-00154

To Whom It May Concern:

Enclosed please find Martin County Water District's Notice of Filing a revised 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 revised information packet for the Martin District Special Board meeting on December 17, 2024.

  
BRIAN CUMBO  
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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 (2<sup>nd</sup> 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
  - A. KIA Loan
  - B. Utility Relocation Agreements
  
- 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 (2<sup>nd</sup> Floor), Inez, Kentucky 41224. Mr. Thoma called the meeting to order at 6:01 p.m.

**Mr. Thoma called for review of the November 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 2<sup>nd</sup> 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%20water/master/mastersearch.aspx>

- 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 4<sup>th</sup> 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 12<sup>th</sup> for an executive closed session with Alliance
- Mr. Hensley motioned to approve the special meeting on December 12<sup>th</sup> 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 17<sup>th</sup>. It's currently scheduled for December 24<sup>th</sup>.
- Mr. Robinson motioned to reschedule the regular December meeting to December 17<sup>th</sup>
- 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 17<sup>th</sup>
- 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 20<sup>th</sup>, 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 20<sup>th</sup>, 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
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
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
<b>Total Cash</b>	<b>162,421.27</b>	<b>158,855.13</b>
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
<b>Total Current Assets</b>	<b>543,500.97</b>	<b>532,255.78</b>
<b>PROPERTY, PLANT, &amp; EQUIPMENT</b>		
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)
<b>Net Property, Plant, &amp; Equipment</b>	<b>16,127,707.60</b>	<b>16,817,117.37</b>
<b>RESTRICTED CASH</b>		
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
<b>Total Restricted Cash</b>	<b>129,369.08</b>	<b>145,624.08</b>
 <b>Total Assets</b>	 <b>\$ 16,800,577.65</b>	 <b>\$ 17,494,997.23</b>

## Martin County Water District

### Balance Sheets

November 30, 2024

	11/30/24	11/30/23
<b>LIABILITIES AND DISTRICT'S EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
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
<b>Total Current Liabilities</b>	<b>509,050.00</b>	<b>348,427.35</b>
<b>LONG-TERM DEBT</b>		
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
<b>Total Long-Term Debt</b>	<b>2,788,152.79</b>	<b>3,301,476.82</b>
<b>Total Liabilities</b>	<b>3,297,202.79</b>	<b>3,649,904.17</b>
<b>DISTRICT'S EQUITY</b>		
Retained Earnings (Deficit)	14,016,387.87	14,091,210.57
YTD Net Income	(513,013.01)	(246,117.51)
<b>Total District's Equity</b>	<b>13,503,374.86</b>	<b>13,845,093.06</b>
<b>Total Liabilities and District's Equity</b>	<b>\$ 16,800,577.65</b>	<b>\$ 17,494,997.23</b>

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

November, 2024			YTD				
Actual	Budget	P/Yr		Actual	Budget	P/Yr	Annual Budget
			<b>Operating Revenues</b>				
\$ 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	-
<b>250,685</b>	<b>248,793</b>	<b>247,980</b>	<b>Total Operating Revenues</b>	<b>2,831,817</b>	<b>2,736,733</b>	<b>2,815,065</b>	<b>2,985,526</b>
			<b>Operating Expenses</b>				
-	-	-	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
<b>248,675</b>	<b>217,004</b>	<b>253,756</b>	<b>Total Operating Expenses</b>	<b>2,637,775</b>	<b>2,395,555</b>	<b>2,543,733</b>	<b>2,612,559</b>
<b>2,010</b>	<b>31,789</b>	<b>(5,777)</b>	<b>Net Income B/4 Other Income (Expenses)</b>	<b>194,043</b>	<b>341,178</b>	<b>271,332</b>	<b>372,967</b>
			<b>Other Income (Expenses)</b>				
-	-	-	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)	-	-	-
<b>(66,276)</b>	<b>(73,271)</b>	<b>(988)</b>	<b>Total Other Income (Expenses)</b>	<b>(707,056)</b>	<b>(805,972)</b>	<b>(517,450)</b>	<b>(879,247)</b>
<b>\$ (64,266)</b>	<b>\$ (41,482)</b>	<b>\$ (6,764)</b>	<b>Net Income (Loss)</b>	<b>\$ (513,013)</b>	<b>\$ (464,794)</b>	<b>\$ (246,118)</b>	<b>\$ (506,280)</b>

**Martin County Water District  
Inez, KY**

**Treasury Report**

<b>Billing Charges For the Month of:</b>	<b>Nov-24</b>	
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
<b>Total Billing Charges</b>		<b>\$ 259,550.07</b>
<b>Gallons Billed</b>		<b>12,764,760</b>
<b>Customers Billed</b>		<b>3,351</b>

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

<b>Operations Account</b>		
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
<b>Total Deposits</b>		<b>312,944.30</b>
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)
<b>End of Month Balance</b>		<b>\$ 48,909.51</b>

Cash Receipts Collected To Date in:	<b>Dec-24</b>	119,013.92
Bills Submitted for Payment in:	<b>Dec-24</b>	(225,379.27)

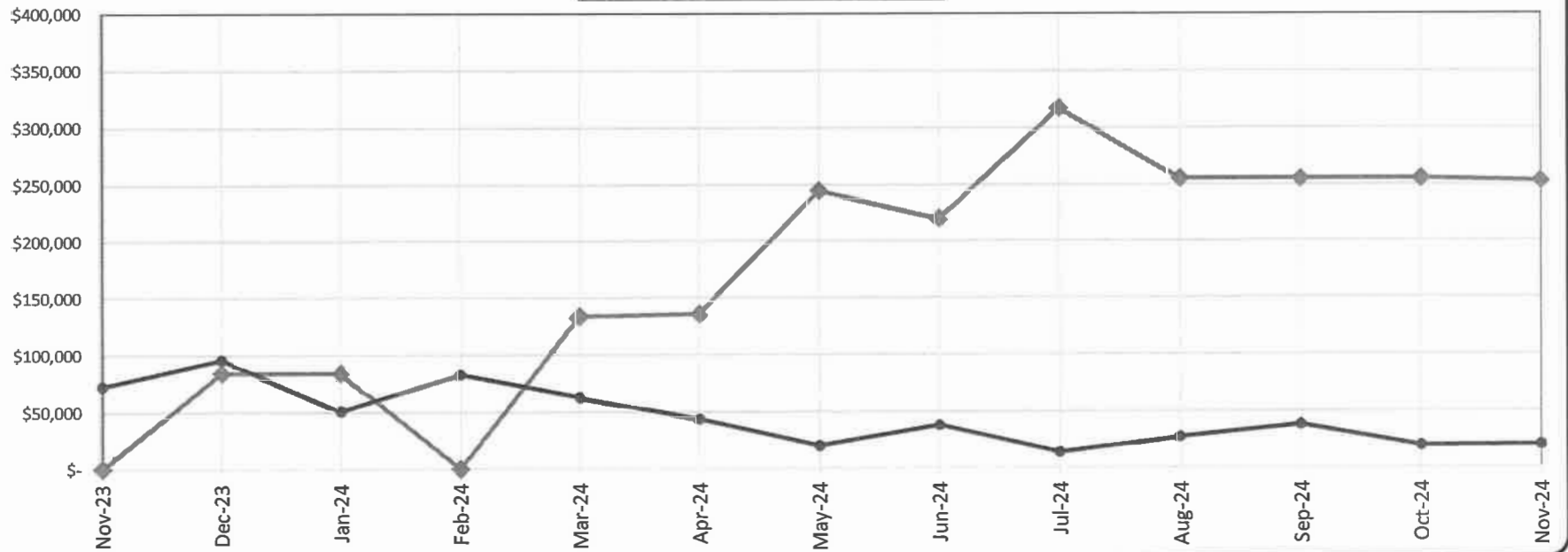
**Martin County Water District**  
**Inez, KY**  
**Treasury Report**  
**Summary of Cash & Investments**  
**November 30, 2024**

<b>Bank Account</b>	<b>Beginning Balance</b>	<b>Deposits</b>	<b>Interest Earned, Net of Fees</b>	<b>Payments</b>	<b>Ending Balance</b>
Operations Account	\$ 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
<b>Total Unrestricted Cash</b>	<b>189,811.66</b>	<b>464,473.38</b>	<b>4.50</b>	<b>(491,868.27)</b>	<b>162,421.27</b>
<b>Restricted Cash</b>					
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
<b>Total Restricted Cash</b>	<b>116,882.14</b>	<b>27,728.23</b>	<b>325.08</b>	<b>(15,956.37)</b>	<b>128,979.08</b>
<b>Total Cash &amp; Investments</b>	<b>\$ 306,693.80</b>	<b>492,201.61</b>	<b>329.58</b>	<b>(507,824.64)</b>	<b>\$ 291,400.35</b>

**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>
<b>Operations Account</b>		
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
<b>TOTAL</b>		<b>\$ 249,374.77</b>

<b>Operations Account - Debt Service Funding</b>		<b>Transfer Amounts</b>
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
<b>TOTAL</b>		<b>\$ 17,400.00</b>

**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
<b>TOTAL</b>			<b>\$</b>	<b>105.72</b>



Professional Water and Wastewater Operations

## 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

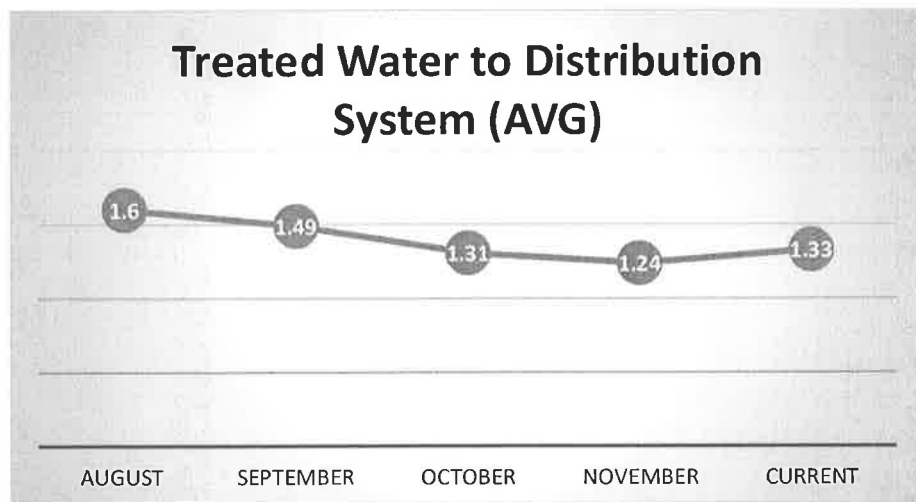
WTP is currently averaging 1.33 MG Daily (Up from recent cold spell)

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

Repaired phosphate chemical feed line

4<sup>th</sup> quarter DBP samples collected and the running avg. is still below MCL

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



**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 2<sup>nd</sup> 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

<b>Water Pumped</b>	
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
		<b>Reported</b>	<b>Minimum Limit</b>
Fluoride Plant Sample	30	0.94 mg/l Average	0.6 mg/l
Chlorine Distribution Sample	Total- 32 Free- 32	<b>Low Readings</b> Total - 0.49mg/L Free - 0.41mg/L	0.2 mg/l

## 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



Professional Water and Wastewater Operations

## 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

<b>Total Gallons Lost Due to Line Breaks :</b>	<b>5,828,278</b>
--	------------------

### 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%
<b>Totals</b>	<b>\$197,957</b>	<b>\$100,000</b>	<b>198 %</b>

### 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 %
<b>Totals</b>	<b>\$132,566</b>	<b>\$110,000</b>	<b>120 %</b>



WATER RESOURCES®  
**Alliance**  
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



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"

<input checked="" type="checkbox"/>	SURFACE WATER
<input type="checkbox"/>	GROUNDWATER
<input type="checkbox"/>	PURCHASE/DISTRIBUTE ONLY

PWS ID :	<u>KY0800273</u>	PLANT ID: <u>A</u>	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:	<u></u>	
SOURCE NAME:	<u>Crum Reservoir</u>	COUNTY:	<u>Martin</u>	
	<u>Tug Fork</u>		<u></u>	
	<u>OPERATOR(S) RESPONSIBLE / IN-CHARGE</u>	<u>CLASS</u>	<u>CERTIFICATION NUMBER</u>	
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

APPLICABLE TO ALL PLANTS

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

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											

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

PWS ID : KY0800273

PLANT ID: A

REPORT MONTH/YEAR: 11/2024

APPLICABLE TO ALL PLANTS

PAGE 2 OF 11

DAY	CHEMICALS ADDED													
	DISINFECTANT		FLUORIDE		CARBON		pH ADJUSTMENT		KMnO <sub>4</sub>		CORROSION INHIBITOR		Mainstream Copper Sulfate	
	LBS	PPM	LBS	PPM	LBS	PPM	Post		LBS	PPM	LBS	PPM	LBS	PPM
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	<b>1.29</b>	0.36				<b>0.15</b>	<b>0.14</b>	<b>0.18</b>	0.09	<b>0.11</b>	0.08		0.09
2	2.07	0.56	0.79	0.47				<b>0.15</b>	<b>0.14</b>	<b>0.13</b>	0.09	<b>0.11</b>	0.08		0.08
3	2.25	0.60	0.80	0.55				<b>0.16</b>	<b>0.13</b>	<b>0.13</b>	<b>0.19</b>	<b>0.11</b>	0.08		0.09
4	2.10	0.54	0.58	0.54				<b>0.16</b>	<b>0.13</b>	<b>0.13</b>	<b>0.12</b>	<b>0.11</b>	0.08		0.09
5	1.90	0.63	0.96	0.33				<b>0.16</b>	<b>0.12</b>	<b>0.11</b>	0.10	0.10	0.08		0.08
6	3.09	0.71	0.62	0.28				<b>0.16</b>	<b>0.12</b>	<b>0.10</b>	0.09	0.10	0.07		0.07
7	1.48	0.92	0.85	0.37				<b>0.18</b>	<b>0.10</b>	0.10	0.09	0.10	0.07		0.07
8	1.54	<b>1.07</b>	<b>1.06</b>	0.61				<b>0.15</b>	0.10	0.10	0.08	<b>0.18</b>	<b>0.28</b>		0.08
9	1.35	0.67	0.99	0.97				<b>0.19</b>	0.10	0.09	0.08	<b>0.12</b>	0.06		0.06
10	1.79	0.60	0.58	0.46				<b>0.16</b>	<b>0.14</b>	0.08	0.07	0.10	0.05		0.07
11	1.84	0.53	0.64	0.49				<b>0.15</b>	<b>0.13</b>	0.08	0.07	0.10	0.05		0.07
12	1.57	0.64	0.76	0.78				<b>0.14</b>	<b>0.10</b>	0.08	0.06	0.10	0.05		0.06
13	1.67	0.68	<b>1.01</b>	0.54				<b>0.13</b>	<b>0.12</b>	0.08	0.07	0.10	0.05		0.06
14	2.01	0.66	0.73	0.78				<b>0.17</b>	<b>0.12</b>	0.09	0.07	0.10	0.04		0.06
15	2.22	0.50	0.58	0.64				<b>0.15</b>	<b>0.11</b>	0.09	<b>0.26</b>	0.09	0.04		0.08
16	2.35	0.45	0.56	0.78				<b>0.14</b>	<b>0.12</b>	<b>0.30</b>	0.10	0.09	0.05		<b>0.10</b>
17	2.80	0.56	0.70	0.96				<b>0.15</b>	<b>0.11</b>	<b>0.12</b>	0.10	0.09	0.05		0.08
18	2.15	0.48	0.76	<b>1.08</b>				<b>0.18</b>	<b>0.11</b>	<b>0.11</b>	0.10	<b>0.12</b>	0.08		0.09
19	2.40	0.52	0.54	<b>1.08</b>				<b>0.17</b>	0.10	<b>0.11</b>	0.09	0.10	0.05		0.08
20	2.13	0.43	0.47	<b>1.25</b>				<b>0.18</b>	0.10	<b>0.10</b>	0.09	0.09	0.05		0.07
21	1.47	0.55	0.79	<b>1.48</b>				<b>0.16</b>	0.09	<b>0.10</b>	0.08	0.09	0.04		0.07
22	1.94	0.51	0.83	<b>1.98</b>				<b>0.23</b>	0.09	0.10	0.08	0.09	0.05		0.09
23	1.94	0.56	1.00	<b>1.67</b>				<b>0.19</b>	0.09	0.10	0.08	0.09	0.06		0.09
24	1.77	0.60	0.79	0.40				<b>0.16</b>	0.08	0.10	0.09	0.10	0.04		0.07
25	1.62	0.59	<b>1.17</b>	0.35				<b>0.15</b>	0.08	<b>0.10</b>	0.09	0.08	0.06		0.07
26	1.50	0.70	0.67	0.78				<b>0.17</b>	0.10	<b>0.11</b>	<b>0.15</b>	0.09	0.06		0.08
27	1.52	0.72	0.93	0.79				<b>0.16</b>	0.07	0.09	<b>0.13</b>	0.10	0.10		0.09
28	1.67	0.78	0.95	0.97				<b>0.20</b>	0.07	0.10	0.08	0.09	0.05		0.06
29	1.51	0.61	0.84	0.90				<b>0.18</b>	0.07	0.09	0.07	0.09	0.04		0.06
30	1.64	0.57	0.74	0.95				<b>0.22</b>	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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ANALYTICAL RESULTS (mg/L OR PPM UNLESS OTHERWISE SPECIFIED)												
DAY	FLUORIDE		IRON		MANGANESE		PHOSPHATE		Lowest Daily Chlorine Residual Plant Tap On-Line Chlorine Analyzer FREE / TOTAL	RAINFALL INCHES	WATER TEMP. DEGREES F°/C°	
	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
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	TOTAL WASH WATER GALLONS	FILTER OPERATION									
		No: _____ AREA (square feet)		No: _____ AREA (square feet)		No: _____ AREA (square feet)		No: _____ AREA (square feet)		No: _____ AREA (square feet)	
		WASHWATER GALLONS	FILT RUN HRS	WASHWATER GALLONS	FILT RUN HRS	WASHWATER GALLONS	FILT RUN HRS	WASHWATER GALLONS	FILT RUN HRS	WASHWATER GALLONS	FILT RUN HRS
1	0										
2	0										
3	0										
4	0										
5	0										
6	0										
7	0										
8	0										
9	0										
10	0										
11	0										
12	0										
13	0										
14	0										
15	0										
16	0										
17	0										
18	0										
19	0										
20	0										
21	0										
22	0										
23	0										
24	0										
25	0										
26	0										
27	0										
28	0										
29	0										
30	0										
31	0										
TOTAL	0										
AVERAGE	0										

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

ALL WATER SYSTEMS

PWS ID : KY0800273  
 PLANT ID : A

REPORT MONTH/YEAR: 11/2024

PAGE 7 OF 11

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	
<b>Total</b>	<b>720.0</b>	<b>180</b>	TOTAL # OF TURBIDITY SAMPLES TAKEN --						<b>180</b>	<b>0.103</b>

ARE YOU USING EITHER CONVENTIONAL or DIRECT FILTRATION? (Y/N) Y  
 (Any type of filtration besides slow sand)

Number of samples exceeding ----> 0.1 NTU 1 0.3 NTU 0 1 NTU 0  
 For slow sand filtration, the number of samples exceeding ----> 1 NTU \_\_\_\_\_ 5 NTU \_\_\_\_\_

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

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

Recoverable Signature  
X Michael Sartin

Signed by: Drinking Water Supv. Compliance

Signature of Principal Executive Officer or Authorized Agent

Date \_\_\_\_\_





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)	
(2) was the continuously monitoring equipment repaired within 5 working days? (Y/N)	
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
<b>If any of the last 4 boxes are YES, fill out the Individual Filter Turbidity Sheet and submit with the MOR</b>	

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"/> Y	Were samples taken each day of operation? (Y/N)	<input checked="" type="checkbox"/> Y
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	<u>0</u>	Number of samples under 0.5 mg/L	<u>0</u>
Number of samples exceeded 5 NTU	<u>0</u>		

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



Use this page to make note of any unusual conditions

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:

For the Month of:  Year:

LINE #	ITEM	GALLONS (Omit 000's)
1	<b>WATER PRODUCED AND PURCHASED</b>	
2	Water Produced	37,108
3	Water Purchased	
4	<b>TOTAL PRODUCED AND PURCHASED</b>	<b>37,108</b>
5		
6	<b>WATER SALES</b>	
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	<b>TOTAL WATER SALES</b>	<b>16,311</b>
15		
16	<b>OTHER WATER USED</b>	
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	<b>TOTAL OTHER WATER USED</b>	<b>837</b>
23		
24	<b>WATER LOSS</b>	
25	Tank Overflows	
26	Line Breaks	5,360
27	Line Leaks	14,600
28	Excavation Damages	
29	Theft	
30	Other Loss	
31	<b>TOTAL WATER LOSS</b>	<b>19,960</b>
32		
33	<b>Note:</b> Line 14 + Line 22 + Line 31 <b>MUST</b> Equal Line 4	
34		
35	<b>WATER LOSS PERCENTAGE</b>	
36	(Line 31 divided by Line 4)	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
<b>PAY (avg+leak cost)</b>		64.34
<b>WRITE OFF (billed-avg-purch cost)</b>		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
<b>PAY (avg+leak cost)</b>		54.96
<b>WRITE OFF (billed-avg-purch cost)</b>		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
<b>PAY (avg+leak cost)</b>		100.99
<b>WRITE OFF (billed-avg-purch cost)</b>		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
<b>PAY (avg+leak cost)</b>		134.83
<b>WRITE OFF (billed-avg-purch cost)</b>		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
<b>PAY (avg+leak cost)</b>		92.18
<b>WRITE OFF (billed-avg-purch cost)</b>		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
<b>PAY (avg+leak cost)</b>		191.4
<b>WRITE OFF (billed-avg-purch cost)</b>		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
<b>PAY (avg+leak cost)</b>		99.84
<b>WRITE OFF (billed-avg-purch cost)</b>		69.87
LATE PENALTIES TO ADJ		0.00

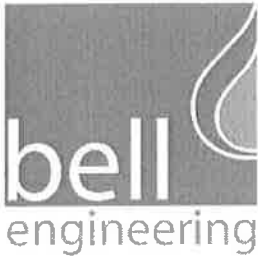
69.87

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	
<b>PAY (avg+leak cost)</b>		290.60	
<b>WRITE OFF (billed-avg-purch cost)</b>		1057.77	
LATE PENALTIES TO ADJ		0.00	<b>1,057.77</b>





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 13<sup>th</sup> at 1:00 p.m. at the office of the Big Sandy Area Development District. There were four plan holders for the rebid. Only one bid was received (submitted by Pace Contracting).
20. The bid submitted by Pace was \$3,858,387.00.
21. The base bid of \$3,858,387.00 submitted compares to a base bid of \$3,396,220.00 submitted by Pace in December 2020. The difference was \$462,167.00 between the bids.
22. The combined base bids for the RWI/WTP Project and Water Line Replacement in the Beauty/Lovely Project exceeded the funds available for construction activities. Given the grave condition of the Raw Water Intake and Water Treatment Plant, the MCWD took the following actions:
  - A. Deferred the construction of the Water Line Replacement in the Beauty / Lovely area until a later date and use the funds budgeted for this project for construction of the RWI/WTP Project.
  - B. Awarded the Raw Water Intake / Water Treatment Plant Project to Pace Contracting based on the base bid received with the deletions outlined in Table 1.

**TABLE 1**

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

23. A letter awarding the project to Pace under the conditions outlined in Table 1 and subject to concurrence of all the state and federal agencies was sent to Pace on July 9, 2021.
24. Authorization to Proceed was received from AML on September 1, 2021. The USACE had previously granted approval.
25. Executed contract books and bonds were received from Pace on September 8, 2021.
26. A preconstruction meeting was held on September 22, 2021 at the offices of the Big Sandy Area Development District.
27. Contract books were signed and dated by the Big Sandy Area Development District at the preconstruction meeting.
28. A Notice to Proceed (NTP) was issued at the preconstruction meeting. The contract required the contractor be given ten days from the issuance of the NTP before the contract time started.
29. The Contract time began on October 4, 2021.
30. Generator start-up and training have been performed.
31. Programming of Treatment Unit 1 has been performed.
32. Units 1, 2 and 3 at the plant are operating and producing water.
33. 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, Buchanan 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 26<sup>th</sup>. The single bid received was submitted by Microcomm in the amount of \$47,246.00. Microcomm equipment is currently what the District utilizes and it was a contract requirement that the equipment supplied maintain continuity of the telemetry system.
17. Project was awarded to Microcomm.
18. The Contract for the project was executed by the District and Microcomm.
19. Microcomm has been onsite twice installing equipment. 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 25<sup>th</sup>. The MOA was signed by AML on October 1, 2019.
3. A contract for engineering services has been executed by the Big Sandy Area Development District.

4. Bell and MCWD personnel went to the field to review potential tank and pump station sites.
5. The Preliminary Engineering Report for the project is complete and has been distributed.
6. Plans have been prepared for the 250,000-gallon water storage tank.
7. Bell, Alliance and MCWD coordinated with the mineral lease holder and the surface owner concerning location of the proposed tank and pump station. BSADD, Bell and Alliance representatives met with the property owner on January 30, 2020.
8. On March 3<sup>rd</sup>, the property owner advised most of the property is permitted with only a phase one bond release.
9. Bell and Alliance met on-site with the property owner on May 5, 2020 and permission to move forward was granted.
10. The site was surveyed on May 27, 2020 and topographic mapping was developed.
11. At the request of the MCWD, work on this project was previously paused.
12. A request was submitted to AML asking that the project scope be revised.

Components that would remain in the project include:

- Upgrade of the existing Davella Pumping Station
- Construction of a Master Meter
- Construction of a Booster Chlorination System

Proposed revised scope components:

- Relocate the proposed Pump Station so that it replaces the existing Otto Brown Station. This station is beyond its useful life and subject to confined space constraints.
- Replace existing waterline in the vicinity of the Otto Brown Station that is subject to leaks.
- Provide Modifications to the Middle Fork Tank rather than construct a new tank.

13. The request was approved by OSM.
14. Replacement water lines have been designed and reviewed with Alliance. 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 20<sup>th</sup> 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 2<sup>nd</sup>.
6. The project is currently out for bid.

**N. TURKEY TANK REHABILITATION**

1. Bell finalized and forwarded an opinion of probable cost to rehabilitate the Turkey Tank. The 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 Johnson County side of the Mountain along with an interconnect with Johnson County has been prepared. A revised project profile has also been submitted to the ADD.

**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, EFFICIENCY IN OPERATIONS AND ELIMINATION OF HUMAN ERROR IN METER READING
HIGH SCHOOL PUMP STATION CHECK VALVE		1	2022		\$ 81,000.00		ENABLE THE DISTRICT TO USE THE HIGH SCHOOL TANK TO PROVIDE WATER TO OTHER AREAS OF THE SYSTEM BESIDES THE HIGHSCHOOL. THIS PROJECT WILL REQUIRE A PIT INSTALLED IN THE GROUND ALONG WITH THE CHECK VALVE.
OLD ROUTE 3 - WATER IMPROVEMENT PROJECT	WX21159024	1	2023		\$ 5,066,000.00	IN GRANT PORTAL - UNFUNDED	THIS PROJECT WILL REPLACE TRANSMISSION LINE, SERVICE LINE AND METERS ALONG OLD ROUTE 3. A LINE THAT TYPICALLY SEES A LOT OF LINE LEAKS. IT WILL INSTALL VALVES EVERY 500' FOR FUTURE LEAK DETECTION.
MARTIN COUNTY WATER DISTRICT - LEAD SERVICE LINE INVENTORY	WX21159018	3	2023		\$ 299,250.00	IN GRANT PORTAL - UNFUNDED	This project is for the Utility to conduct a Lead Service Line inventory as required under 40 CFR 141.84. This project consists of a system wide Lead Service Line (LSL) inventory. This shall include a comprehensive inventory of each service connection within the system to determine the service line material on both sides of the meter.
WATER SYSTEM CONTROLS AND RAW WATER MODIFICATIONS PHASE III	WX21159018	3	2022		\$ 2,563,852.00	IN GRANT PORTAL - UNFUNDED	1) Replacement of Treatment Unit No. 2's Sludge Collector Drive, 2) An additional 20-Foot Section of the 10-inch DR 11 HDPE 4710 Pipe and an additional 20-Foot Section of 12" DR11 HDPE Pipe, 3) Paving of the Access Road at the Raw Water Intake Site, 4) Replacement of Carbon Steel Tube Settler Supports with 304/304L Stainless Steel Supports, 5) 60-Foot and 20-Foot Sections of 10-inch DR11 HDPE 4710 Flanged Pipe, 6) A second Pump Trailer, 7) Various Unit Price Items, 8) The project will replace existing main lines, service lines, and hydrants in an area that has been a perpetual source of leaks and breaks for the MCWD. The project will replace approximately 14,500 LF of the mainline, associated service line, and appurtenances.
<b>TOTAL</b>					<b>\$ 30,487,760</b>		

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

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

**MARTIN COUNTY WATER DISTRICT ANNUAL CAPITAL ITEMS**

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

<b>TOTAL</b>	<b>\$ 137,000.00</b>
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**KENTUCKY INFRASTRUCTURE AUTHORITY**

**Andy Beshear**  
Governor

100 Airport Road  
Frankfort, Kentucky 40601  
(502) 573-0260  
kia.ky.gov

**Sandy Williams**  
Executive Director

December 20, 2023

Mr. Jimmy Kerr, Chairman  
Martin County Water District  
387 East Main St.  
Inez, KY 41221

**KENTUCKY INFRASTRUCTURE AUTHORITY  
WATER MANAGEMENT ASSISTANCE FUND  
CONDITIONAL COMMITMENT LETTER (B324-001)**

Dear Mr. Kerr:

The Kentucky Infrastructure Authority ("the Authority") commends your efforts to improve public service facilities in your community. On December 7, 2023, the Authority approved your loan subject to the conditions stated in Attachment A to this letter.

An Assistance Agreement will be executed between the Authority and the Martin County Water District upon satisfactory performance of the conditions set forth in Attachment A. You must meet the conditions set forth in Attachment A and enter into an Assistance Agreement by December 20, 2024 (twelve months from the date of this letter). Funds will be available for disbursement only after execution of the Assistance Agreement.

Please inform the Authority of any changes in your financing plan as soon as possible. We wish you every success with these loan proceeds which will benefit both your community and the Commonwealth as a whole.

Sincerely,

A handwritten signature in cursive script that reads "Sandy Williams".

Sandy Williams  
Executive Director

Attachments

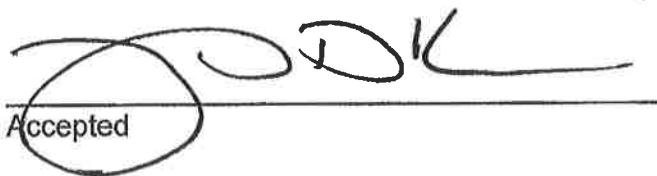


An Equal Opportunity Employer M/F/D



Mr. Jimmy Kerr  
December 20, 2023  
Page 2

Please sign and return a copy of this letter indicating your acceptance of this commitment and its terms. Complete the attached "Authorization for Electronic Deposit of Vendor Payment Form" and the "ACH Debit Authorization Form" and return to the US Bank address at the bottom of each form. Also included are the "Legal Counsel Certification Letter" sample and the "Statement of Approval of Projections of Revenue and Expenses" for you to complete at the appropriate time. These forms and an SRF loan checklist guide can be found in Attachment C of this letter.

  
Accepted

1/9/2024  
Date

## ATTACHMENT A

### Conditions

#### Martin County Water District B324-001

The Assistance Agreement and this commitment shall be subject, but not limited to, the following terms:

1. The Authority loan shall not exceed \$1,323,623.15.
2. The loan shall bear interest at the rate of 0% per annum commencing with the first draw of funds.
3. The loan shall be repaid over a period not to exceed 20 years from the date of the last draw of funds.
4. The first payment shall be due on March 1, 2024. KIA requires the use of Automated Clearing House (ACH) debits for payment of all balances due on the loan. This will ensure that payments are credited timely to your account without the risk of incurring late payment fees. If the due date falls on a weekend or holiday your account will be debited on the next business day. Please complete and return the authorization form in Attachment C of this letter to U.S. Bank for processing.
5. No loan servicing fee shall be payable to the Authority.
6. Loan funds will only be disbursed after execution of the Assistance Agreement.
7. The Authority requires that an annual financial audit be provided for the life of the loan.
8. The final Assistance Agreement must be approved by ordinance or resolution, as applicable, of the city council or appropriate governing board.
9. The borrower should target a maintain a 1.1 debt coverage ratio throughout the life of the KIA loan. All borrowers are subject to at least an annual financial review.

The following is a list of the standard conditions to be satisfied prior to execution of the Assistance Agreement or incorporated in the Assistance Agreement. Any required documentation must be submitted to the party designated.

1. The loan must undergo review by the Capital Projects and Bond Oversight Committee of the Kentucky Legislature prior to the state's execution of the Assistance Agreement. The Committee meets monthly. Any special conditions listed in Attachment B must be satisfied before the loan is presented before the Committee.
2. Any required adjustment in utility service rates shall be adopted by ordinance, municipal order or resolution by the appropriate governing body of the Borrower. Public hearings as required by law shall be held prior to the adoption of the service rate ordinance, order, or resolution. Any required approvals by the Kentucky Public Service Commission shall be obtained.
3. The Borrower must complete and return the "Authorization for Electronic Deposit of Borrower Payment" form in Attachment C of this letter to U.S. Bank.
4. The Borrower will implement the Kentucky Uniform System of Accounting (KUSoA), or an alternative approved by the Authority and assure that rates and charges for services are based upon the cost of providing such service.

Any special conditions listed in Attachment B must be resolved.

**ATTACHMENT B**

**Special Consideration**

**Martin County Water District  
B324-001**

**Special Consideration**

**KIA will provide 50% principal forgiveness on the outstanding loan balance as of July 1, 2027 if the following two goals are met:**

- 1. Martin County Water District has not had a loan default on this loan through June 30, 2027; and**
- 2. Martin County Water District has remained in compliance with its agreements with the Public Service Commission through June 30, 2027.**

**ATTACHMENT C**

**Forms  
See Attached**

**Martin County Water District  
B324-001**

## LOAN CONDITIONS CHECKLIST

Congratulations on receiving a conditional commitment of funding from KIA's Water Assistance Management Fund Loan Program. Borrowers will now be assigned a Compliance Analyst to help guide them through the rest of the loan process based on which Area Development District (ADD) they are located. Please submit all documents to one of the following contacts:

- Julie Bickers ([Julie.Bickers@ky.gov](mailto:Julie.Bickers@ky.gov), 502-892-3455): Purchase, Pennyrite, Green River, Barren River, Lake Cumberland, Cumberland Valley, Big Sandy, Kentucky River
- Debbie Landrum ([Debbie.Landrum@ky.gov](mailto:Debbie.Landrum@ky.gov), 502-892-3454): Lincoln Trail, KIPDA, Northern KY, Bluegrass, Buffalo Trace, Gateway, FIVCO

After all of the conditions of the Conditional Commitment Letter have been fulfilled, KIA will initiate the Assistance Agreement with the borrower. The Assistance Agreement must be fully executed before any funds may be disbursed. The following is a list of items needed to process your loan (forms can be found here <https://kia.ky.gov/FinancialAssistance/Pages/Forms.aspx>):

Submit For:		
KIA	<input type="checkbox"/>	Conditional Commitment Letter (this letter is sent to the borrower via email shortly following KIA board approval and is to be signed by the authorizing official)
USBANK	<input type="checkbox"/>	Authorization for Electronic Deposit/Debit of Borrower Disbursements/ Payment (these forms are attached to the loan commitment letter sent after KIA board approval and are to be signed by the authorizing official and forwarded to US Bank)
KIA	<input type="checkbox"/>	Public Service Commission (PSC) approval, (CPCN and Authorization to Incur Debt) if applicable.
KIA	<input type="checkbox"/>	Proof of compliance with any special condition identified in the Conditional Commitment Letter (e.g. adopted ordinance).

**ACH DEBIT AUTHORIZATION FORM**

**AUTHORIZATION AGREEMENT FOR PRE-ARRANGED PAYMENTS  
(DEBITS)**

The undersigned hereby authorizes U.S. Bank National Association Corporate Trust Department ("U.S. Bank") to initiate debit entries to the Checking  Savings  (specify type) account indicated below at the bank named below:

BANK NAME First State Bank BRANCH Inez  
CITY Inez STATE\_ZIP CODE 41224  
BANK TRANSIT/ABA NO. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

This authority is to remain in full force and effect until U.S. Bank has received written notification from the undersigned of its termination in such time and in such manner as to afford U.S. Bank a reasonable opportunity to act. The undersigned has the right to stop payment of a debit entry by reasonable prior written notification to U.S. Bank. After the above account has been charged, the undersigned has the right to have the amount of any erroneous debit immediately credited to its account by U.S. Bank up to 30 days following issuance of a statement.

NAME OF ENTITY: Martin County Water District  
ADDRESS 387 E. Main Street, Suite 140 Inez, KY 41224  
TAX IDENTIFICATION NUMBER: \_\_\_\_\_

By Cassandra Moore Dated 01/09/2024  
Authorized Signer

Send to: U.S. Bank via Email  
KentuckyInfrastructureAuth@usbank.com

**AUTHORIZATION FOR ELECTRONIC DEPOSIT  
OF BORROWER PAYMENT  
KENTUCKY INFRASTRUCTURE AUTHORITY  
KIA Loan # B324-001**

**Borrower Information:**

Name: Martin County Water District  
Address: 387 E. Main Street, Suite 140  
City: Inez State: KY Zip: 41224  
Federal I.D. #: \_\_\_\_\_ Telephone: (606) 298-3885  
Contact Name: Cassandra Moore  
Email: cmoore@alliancewater.com

**Financial Institution Information:**

Bank Name: First State Bank  
Branch: Inez Telephone: (606) 298-3885  
City: Inez State: KY Zip: 41224  
Transit / ABA No: \_\_\_\_\_  
Account Name: Martin County Water District KIA Bond & Interest  
Account Number: \_\_\_\_\_

I, the undersigned, authorize payments directly to the account indicated above and to correct any errors which may occur from the transactions. I also authorize the Financial Institution to post these transactions to that account.

Signature: *Cassandra Moore* Date: 01/09/2024  
Name Printed: Cassandra Moore Job Title: Office Manger/District Clerk

Send to: U.S. Bank via Email  
KentuckyInfrastructureAuth@usbank.com



Reviewer: John Brady  
 Date: December 7, 2023  
 Loan Number: B324-001

**KENTUCKY INFRASTRUCTURE AUTHORITY  
 WATER MANAGEMENT ASSISTANCE FUND (WMAF)  
 MARTIN COUNTY WATER DISTRICT  
 PROJECT REVIEW**

**I. PROJECT DESCRIPTION**

The Martin County Water District (MCWD) is requesting a Water Management Assistance Fund loan in the amount of \$1,323,623.15 to consolidate outstanding debt owed by the MCWD. Funding will be utilized to restructure KIA Loan B293-02 in the amount of \$219,313.49 and a Kentucky Rural Water Finance Corporation Flexible Term Finance Program note in an amount of \$1,104,309.66. This loan will assist the MCWD by reducing current payments and provide it more operating capital for necessary repairs.

The MCWD currently serves 3,043 residential customers and 281 commercial customers.

**II. PROJECT BUDGET**

	Total
KRWFC Note	\$1,104,309.66
KIA Loan B290-02	219,313.49
<b>Total</b>	<b>\$1,323,623.15</b>

**III. PROJECT FUNDING**

	Amount	%
WMAF Loan (B324-001)	\$1,323,623.15	100%
<b>Total</b>	<b>\$1,323,623.15</b>	<b>100%</b>

**IV. KIA DEBT SERVICE**

KIA Loan	\$1,323,623.15
Less: Principal Forgiveness	0
Amortized Loan Amount	\$1,323,623.15
Interest Rate	0.00%
Loan Term (Years)	20
Estimated Annual Debt Service	\$ 66,181.16
Administrative Fee (0.20%)	0
<b>Total Estimated Annual Debt Service</b>	<b>\$ 66,181.16</b>

**V. PROJECT SCHEDULE**

Completion date: February 1, 2024

**VI. RATE STRUCTURE**

**A. Customers**

Customers	Current
Residential	3,043
Commercial	281
Industrial	0
Total	3,324

**B. Rates**

	Current	Prior
Date of Last Rate Increase	02/08/22	11/15/19
Minimum (2,000 gallons)	\$41.42	\$33.32
Over 2,000 gallons (per 1,000)	10.49	8.43
Cost for 4,000 gallons	\$62.40	\$50.18
Increase %	24.4%	
Affordability Index (Rate/MHI)	1.8%	1.4%

## **VII. DEMOGRAPHICS**

Based on current Census data from the American Community Survey 5-Year Estimate 2017-2021, the Utility's service area population was 11,203 with a Median Household Income (MHI) of \$41,569. The MHI for the Commonwealth is \$55,454.

## **VIII. FINANCIAL ANALYSIS**

Financial information was obtained from the audited financial statements for the years ended June 30, 2020 through June 30, 2022. The non-cash impacts of GASB 68 – Accounting and Financial Reporting for Pensions and GASB 75 – Accounting and Financial Reporting for Other Postemployment Benefit have been removed from the operating expenses. Percentage references in the History section below are based on whole dollar amounts and not the rounded amounts presented.

### **HISTORY**

Total revenues increased 17.8% from \$2.51 million in 2020 to \$2.96 million in 2022 primarily due to a rate increase. Operating expenses increased 5.0% from \$2.54 million to \$2.66 million during the same period due to increased costs for maintenance, repairs, and general operations. The debt coverage ratio was -0.1, 0.2, and 1.0 in 2020, 2021, and 2022.

The balance sheet reflects a current ratio of 1.2, a debt-to-equity ratio of 0.3, 38.7 days of sales in accounts receivable, and 1.2 months of operating expenses in unrestricted cash.

### **PROJECTIONS**

Projections are based on the following assumptions:

- 1) Revenues will increase 4.1% in 2023 due to an existing rate increase.
- 2) Operating expenses will increase 2% annually due to inflation.

The MCWD is regulated by the Public Service Commission (PSC) and will need to apply to the PSC, pursuant to KRS 278.300, for debt authorization for the loan and must receive a Certificate of Public Convenience and Necessity, pursuant to KRS 278.020.

### **REPLACEMENT RESERVE**

No replacement reserve will be required for this loan.

**IX. DEBT OBLIGATIONS**

	<u>Outstanding</u>	<u>Maturity</u>
KRW Series 2015E Bonds	\$ 1,645,000	2045
KACO Equipment Lease	41,222	2025
<b>Total</b>	<b>\$ 1,686,222</b>	

**X. CONTACTS**

**Legal Applicant**

Entity Name Martin County Water District  
Authorized Official Jimmy Kerr (Chairman)  
County Martin  
Email jdandamykerr@yahoo.com  
Phone (606) 298-3885  
Address 387 E Main St  
Inez, KY 41224

**Applicant Contact**

Name Craig Miller  
Organization Alliance Water  
Email cmiller@alliancewater.com  
Phone (606) 298-3885  
Address 387 E Main St  
Inez, KY 41224

**XI. RECOMMENDATIONS**

KIA staff recommends approval of the loan with the following consideration:

KIA will provide 50% principal forgiveness on the outstanding loan balance as of July 1, 2027 if two goals are met.

1. Martin County Water District has not had a loan default on this loan through June 30, 2027, and;
2. Martin County Water District has remained in compliance with its agreements with the Public Service Commission through June 30, 2027.

Authorizing Resolution of Legal Applicant for Filing of Loan Application and Appointing Appropriate Local Government Official and Successors-in-Title as Official Representative of a Water Management Assistance Fund Loan Request.

WHEREAS, Martin County Water District proposes to apply for a Water Management Assistance Fund Loan, and


WHEREAS, the Board of Directors for the Martin County Water District endorses said application, and,

WHEREAS, under the terms of amendments to KRS 224A, the State is authorized to render financial assistance to eligible applicants by way of the Water Management Assistance Fund established to aid certain governmental entities with consideration for approval to be based on applications submitted through the Kentucky Infrastructure Authority, and,

WHEREAS, the requested loan to the Martin County Water District within the Martin County area is considered eligible for such loan assistance.

NOW THEREFORE, BE IT RESOLVED by Martin County Water District that the Board Chairman, Division Manager, Local Manager, and Successors-in-Title are hereby authorized to execute and submit an application through the Kentucky Infrastructure Authority with such assurances and required supporting data as is necessary to obtain loan assistance from the Water Management Assistance Fund for the requested needs and are hereby authorized as Martin County Water District's Official Project Representative to carry out necessary negotiations for and administer the loan assistance the applicant may obtain from the Water Management Assistance Fund.

Adopted this 30<sup>th</sup> day of November, 2023

  
Jimmy Don Kerr – Chairman of the Board

Martin County Water District

ATTEST: Clerk



5/9/2012

United States Environmental Protection Agency  
Washington, D.C. 20460

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Martin County Water District

Loan Recipient

Craig Miller - Division Manager

Typed Name & Title of Authorized Representative

*Craig Miller*

1/9/2024

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

## FUND A CLEAN WATER REVOLVING FUND ASSURANCES

As the duly authorized representative of the applicant, I certify that the applicant agrees to comply with the laws, regulations, policies and conditions relating to the Federally Assisted Wastewater Revolving Fund for this project. I also certify that the applicant:

1. Has the legal authority to apply for Federal/State assistance and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project described in this application.
2. Will give the U.S. Environmental Protection Agency (EPA), the Comptroller General of the United States, and the State, and any other authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) KRS Chapter 344 Civil Rights Act; (f) 1990 Americans with Disabilities Act; (g) Uniform Federal Accessibility Standards (U.F.A.S.) 40 CFR 7.70 (as applicable); (h) any other nondiscrimination provisions in the specific statute(s) under which application for assistance is being made, and (I) the requirements of any other nondiscrimination statute(s) which may apply to the application.
6. Will comply, or has already complied, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646) as amended

by the Surface Transportation and Uniform Relocation Assistance of 1987 set forth in 49 CFR Part 24 which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participating in purchases.

7. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
8. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333); regarding labor standards for federally assisted construction sub-agreements.
9. Will comply with all provisions of 40 CFR 32.500(c) that ensures all prime construction contractors shall certify that subcontracts have not and will not be awarded to any firm that is currently on the List of Parties Excluded from Federal Procurement or Non-procurement Program.
10. Has adopted or will adopt the attached Procurement Guidance on all purchases including consultants and contractors.
11. Will cause to be performed the required financial and compliance audits and submit to the Kentucky Infrastructure Authority.
12. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms to the approved plans and specifications and will furnish progress reports and such other information as required.
13. Will operate and maintain the publicly-owned treatment works in accordance with the minimum standards as required by the cognizant Federal, State and local agencies for the operation and maintenance of such facilities; and in accordance with the National Pollutant Discharge Elimination System (NPDES) permit.
14. Will accept flows from any community or area so designated in the approved Water Quality Management Plan or Wastewater Treatment Management Plan as required by 33 U.S.C. Section 1281 and Section 1288 without regard to any condition other than user charges developed on an equitable cost basis as approved by the Kentucky Infrastructure Authority and the Division of Water.



# Martin County Water District Debt Consolidation

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Name of Project

*Craig Miller*

Signature of Authorized Certifying Official

Division Manager

Title

Martin County Water District

Applicant Organization

1/9/2024

Date Submitted

**A RESOLUTION AND ORDER OF THE BOARD OF DIRECTORS OF THE KENTUCKY INFRASTRUCTURE AUTHORITY AUTHORIZING A CONDITIONAL COMMITMENT FOR A KENTUCKY WATER MANAGEMENT ASSISTANCE FUND LOAN FOR AN AMOUNT UP TO \$1,323,623.15 TO THE MARTIN COUNTY WATER DISTRICT, MARTIN COUNTY, KENTUCKY**

**WHEREAS**, the Kentucky Infrastructure Authority (the "Authority") has been duly created as a body corporate and politic constituting a public corporation and a governmental agency of the Commonwealth of Kentucky pursuant to Chapter 224A of the Kentucky Revised Statutes (the "Act"); and

**WHEREAS**, House Bill 758 of the 2022 General Assembly amended the Act to create the Water Management Assistance Fund (the "Fund") in order to fund capital and non-capital expenses of governmental agencies that provide public drinking water or wastewater services to the public and are considered financially at risk; and

**WHEREAS**, pursuant to the Act, the Authority is duly and legally authorized to make loans to Governmental Agencies for the purpose of providing funds for capital and non-capital expenses, and in that regard, to enter into Assistance Agreements with such Governmental Agencies governing the provisions in respect of which such loans are to be made, the amounts thereof and the repayment provisions in respect thereto; and

**WHEREAS**, the Authority anticipates entering into an Assistance Agreement for a loan from the Authority's Kentucky Water Management Assistance Fund Loan Program with the Martin County Water District; and

**NOW, THEREFORE, THE KENTUCKY INFRASTRUCTURE AUTHORITY, ACTING BY AND THROUGH ITS BOARD OF DIRECTORS AS ITS DULY AUTHORIZED AND EMPOWERED GOVERNING BODY, DOES HEREBY RESOLVE AND ORDER, AS FOLLOWS:**

Section 1. All statements of fact set forth in the preambles to this Resolution and Order are incorporated herein by reference, the same as if set forth verbatim. All such statements of fact are hereby declared to be true and accurate in all material respects.

Section 2. The Authority hereby determines that the Martin County Water District (a) provides public drinking water or wastewater services to ratepayers in the Commonwealth; and (b) is considered financially at risk.

Section 3. The Authority hereby authorizes a Kentucky Water Management Fund loan in the amount of \$1,323,623.15, to the Martin County Water District. Upon satisfaction of all conditions of the commitment, execution of an assistance agreement for this loan is authorized.

Section 4. The principal shall be repayable over 20 years at an interest rate of 0.00%. No annual administration fee will be charged. These terms are subject to adjustment upon execution of the loan agreement.

Section 5. This Resolution and Order shall be in full force and effect from and after its adoption at a properly held meeting of the Kentucky Infrastructure Authority this 7<sup>th</sup> day of December, 2023.

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DENNIS KEENE, CHAIR  
KENTUCKY INFRASTRUCTURE AUTHORITY

ATTEST:

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MARGARET F. LINK, SECRETARY  
KENTUCKY INFRASTRUCTURE AUTHORITY

REVIEWED BY:

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NATALIE LILE, ASST. GENERAL COUNSEL  
KENTUCKY INFRASTRUCTURE AUTHORITY

<b>EXECUTIVE SUMMARY</b>		Reviewer	John Brady	
<b>KENTUCKY INFRASTRUCTURE AUTHORITY</b>		Date	December 7, 2023	
<b>WATER MANAGEMENT ASSISTANCE FUND</b>		KIA Loan Number	B324-001	
<b>REVOLVING LOAN FUND</b>				
<b>BORROWER</b>	MARTIN COUNTY WATER DISTRICT MARTIN COUNTY			
<b>BRIEF DESCRIPTION</b>				
The Martin County Water District (MCWD) is requesting a Water Management Assistance Fund loan in the amount of \$1,323,623.15 to consolidate outstanding debt owed by the MCWD. Funding will be utilized to restructure KIA Loan B293-02 in the amount of \$219,313.49 and a Kentucky Rural Water Finance Corporation Flexible Term Finance Program note in an amount of \$1,104,309.66. This loan will assist the MCWD by reducing current payments and provide it more operating capital for necessary repairs.				
<b>PROJECT FINANCING</b>		<b>PROJECT BUDGET</b>		
WMAF Loan	\$1,323,623.15	KRWFC Note	\$1,104,309.66	
		KIA Loan B290-02	\$219,313.49	
<b>TOTAL</b>	<b>\$1,323,623.15</b>	<b>TOTAL</b>	<b>\$1,323,623.15</b>	
<b>REPAYMENT</b>	Rate	0.00%	Est. Annual Payment	
	Term	20 Years	\$66,181	
<b>PROFESSIONAL SERVICES</b>	Engineer	N/A		
	Bond Counsel	Dinsmore & Shohl, LLP		
<b>PROJECT SCHEDULE</b>	Bid Opening	N/A		
	Completion Date	Feb-24		
<b>DEBT PER CUSTOMER</b>	Existing	\$940		
	Proposed	\$854		
<b>OTHER DEBT</b>	See Attached			
<b>RESIDENTIAL RATES</b>	Current	<u>Users</u> 3,324	<u>Avg. Bill</u> \$62.40 (for 4,000 gallons)	
<b>REGIONAL COORDINATION</b>	This project is consistent with regional planning recommendations.			
<b>CASHFLOW</b>	Cash Flow Before Debt Service	Debt Service	Cash Flow After Debt Service	Coverage Ratio
Audited 2020	(23,294)	211,143	(234,437)	-0.1
Audited 2021	51,503	215,333	(163,830)	0.2
Audited 2022	225,409	222,822	2,587	1.0
Projected 2023	274,787	183,021	91,766	1.5
Projected 2024	218,821	184,202	34,619	1.2
Projected 2025	161,736	184,202	(22,466)	0.9
Projected 2026	103,509	169,579	(66,070)	0.6
Projected 2027	44,118	169,579	(125,461)	0.3

Reviewer: John Brady  
 Date: December 7, 2023  
 Loan Number: B324-001

**KENTUCKY INFRASTRUCTURE AUTHORITY  
 WATER MANAGEMENT ASSISTANCE FUND (WMAF)  
 MARTIN COUNTY WATER DISTRICT  
 PROJECT REVIEW**

**I. PROJECT DESCRIPTION**

The Martin County Water District (MCWD) is requesting a Water Management Assistance Fund loan in the amount of \$1,323,623.15 to consolidate outstanding debt owed by the MCWD. Funding will be utilized to restructure KIA Loan B293-02 in the amount of \$219,313.49 and a Kentucky Rural Water Finance Corporation Flexible Term Finance Program note in an amount of \$1,104,309.66. This loan will assist the MCWD by reducing current payments and provide it more operating capital for necessary repairs.

The MCWD currently serves 3,043 residential customers and 281 commercial customers.

**II. PROJECT BUDGET**

	Total
KRWFC Note	\$1,104,309.66
KIA Loan B290-02	219,313.49
<b>Total</b>	<b>\$1,323,623.15</b>

**III. PROJECT FUNDING**

	Amount	%
WMAF Loan (B324-001)	\$1,323,623.15	100%
<b>Total</b>	<b>\$1,323,623.15</b>	<b>100%</b>

**IV. KIA DEBT SERVICE**

KIA Loan	\$1,323,623.15
Less: Principal Forgiveness	0
Amortized Loan Amount	<u>\$1,323,623.15</u>
Interest Rate	0.00%
Loan Term (Years)	<u>20</u>
Estimated Annual Debt Service	\$ 66,181.16
Administrative Fee (0.20%)	0
<b>Total Estimated Annual Debt Service</b>	<b><u>\$ 66,181.16</u></b>

**V. PROJECT SCHEDULE**

Completion date: February 1, 2024

**VI. RATE STRUCTURE**

**A. Customers**

<u>Customers</u>	<u>Current</u>
Residential	3,043
Commercial	281
Industrial	0
<b>Total</b>	<b><u>3,324</u></b>

**B. Rates**

	<u>Current</u>	<u>Prior</u>
Date of Last Rate Increase	02/08/22	11/15/19
Minimum (2,000 gallons)	\$41.42	\$33.32
Over 2,000 gallons (per 1,000)	10.49	8.43
Cost for 4,000 gallons	<u>\$62.40</u>	<u>\$50.18</u>
Increase %	24.4%	
Affordability Index (Rate/MHI)	1.8%	1.4%

## **VII. DEMOGRAPHICS**

Based on current Census data from the American Community Survey 5-Year Estimate 2017-2021, the Utility's service area population was 11,203 with a Median Household Income (MHI) of \$41,569. The MHI for the Commonwealth is \$55,454.

## **VIII. FINANCIAL ANALYSIS**

Financial information was obtained from the audited financial statements for the years ended June 30, 2020 through June 30, 2022. The non-cash impacts of GASB 68 – Accounting and Financial Reporting for Pensions and GASB 75 – Accounting and Financial Reporting for Other Postemployment Benefit have been removed from the operating expenses. Percentage references in the History section below are based on whole dollar amounts and not the rounded amounts presented.

### **HISTORY**

Total revenues increased 17.8% from \$2.51 million in 2020 to \$2.96 million in 2022 primarily due to a rate increase. Operating expenses increased 5.0% from \$2.54 million to \$2.66 million during the same period due to increased costs for maintenance, repairs, and general operations. The debt coverage ratio was -0.1, 0.2, and 1.0 in 2020, 2021, and 2022.

The balance sheet reflects a current ratio of 1.2, a debt-to-equity ratio of 0.3, 38.7 days of sales in accounts receivable, and 1.2 months of operating expenses in unrestricted cash.

### **PROJECTIONS**

Projections are based on the following assumptions:

- 1) Revenues will increase 4.1% in 2023 due to an existing rate increase.
- 2) Operating expenses will increase 2% annually due to inflation.

The MCWD is regulated by the Public Service Commission (PSC) and will need to apply to the PSC, pursuant to KRS 278.300, for debt authorization for the loan and must receive a Certificate of Public Convenience and Necessity, pursuant to KRS 278.020.

### **REPLACEMENT RESERVE**

No replacement reserve will be required for this loan.

**IX. DEBT OBLIGATIONS**

	<u>Outstanding</u>	<u>Maturity</u>
KRW Series 2015E Bonds	\$ 1,645,000	2045
KACO Equipment Lease	<u>41,222</u>	2025
<b>Total</b>	<b>\$ 1,686,222</b>	

**X. CONTACTS**

**Legal Applicant**

Entity Name            Martin County Water District  
Authorized Official    Jimmy Kerr (Chairman)  
County                    Martin  
Email                     jdandamykerr@yahoo.com  
Phone                    (606) 298-3885  
Address                 387 E Main St  
                              Inez, KY 41224

**Applicant Contact**

Name                     Craig Miller  
Organization            Alliance Water  
Email                     cmiller@alliancewater.com  
Phone                    (606) 298-3885  
Address                 387 E Main St  
                              Inez, KY 41224

**XI. RECOMMENDATIONS**

KIA staff recommends approval of the loan with the following consideration:

KIA will provide 50% principal forgiveness on the outstanding loan balance as of July 1, 2027 if two goals are met.

1. Martin County Water District has not had a loan default on this loan through June 30, 2027, and;
2. Martin County Water District has remained in compliance with its agreements with the Public Service Commission through June 30, 2027.



MARTIN COUNTY WATER DISTRICT  
FINANCIAL SUMMARY (DECEMBER YEAR END)

	Audited <u>2020</u>	Audited <u>2021</u>	Audited <u>2022</u>	Projected <u>2023</u>	Projected <u>2024</u>	Projected <u>2025</u>	Projected <u>2026</u>	Projected <u>2027</u>
<b>Balance Sheet</b>								
<b>Assets</b>								
Current Assets	744,318	714,436	687,050	716,502	723,426	718,933	705,719	680,627
Other Assets	18,188,278	17,981,527	17,337,793	16,759,022	15,999,575	15,161,368	14,288,278	13,367,675
<b>Total</b>	<b>18,932,596</b>	<b>18,695,963</b>	<b>18,024,843</b>	<b>17,475,524</b>	<b>16,723,001</b>	<b>15,880,301</b>	<b>14,993,997</b>	<b>14,048,302</b>
<b>Liabilities &amp; Equity</b>								
Current Liabilities	1,501,086	1,639,744	578,845	584,630	574,951	587,881	562,033	558,333
Long Term Liabilities	3,682,314	3,548,566	3,354,787	4,291,606	4,163,159	4,027,782	3,924,353	3,830,924
<b>Total Liabilities</b>	<b>5,183,400</b>	<b>5,188,310</b>	<b>3,933,632</b>	<b>4,876,236</b>	<b>4,738,110</b>	<b>4,615,663</b>	<b>4,486,386</b>	<b>4,389,257</b>
<b>Net Assets</b>	<b>13,749,196</b>	<b>13,507,653</b>	<b>14,091,211</b>	<b>12,599,288</b>	<b>11,984,891</b>	<b>11,264,638</b>	<b>10,507,611</b>	<b>9,659,045</b>
<b>Cash Flow</b>								
Revenues	2,517,743	2,820,768	2,966,770	3,071,017	3,071,017	3,071,017	3,071,017	3,071,017
Operating Expenses	2,541,423	2,769,377	2,743,421	2,798,290	2,854,256	2,911,341	2,969,568	3,028,959
Other Income	386	112	2,060	2,060	2,060	2,060	2,060	2,060
<b>Cash Flow Before Debt Service</b>	<b>(23,294)</b>	<b>51,503</b>	<b>225,409</b>	<b>274,787</b>	<b>218,821</b>	<b>161,736</b>	<b>103,509</b>	<b>44,118</b>
<b>Debt Service</b>								
Existing Debt Service	211,143	215,333	222,822	183,021	118,021	118,021	103,398	103,398
Proposed KIA Loan	0	0	0	0	66,181	66,181	66,181	66,181
<b>Total Debt Service</b>	<b>211,143</b>	<b>215,333</b>	<b>222,822</b>	<b>183,021</b>	<b>184,202</b>	<b>184,202</b>	<b>169,579</b>	<b>169,579</b>
<b>Cash Flow After Debt Service</b>	<b>(234,437)</b>	<b>(163,830)</b>	<b>2,587</b>	<b>91,766</b>	<b>34,619</b>	<b>(22,466)</b>	<b>(66,070)</b>	<b>(125,461)</b>
<b>Ratios</b>								
Current Ratio	0.5	0.4	1.2	1.2	1.3	1.2	1.3	1.2
Debt to Equity	0.4	0.4	0.3	0.4	0.4	0.4	0.4	0.5
Days Sales in Accounts Receivable	50.4	40.6	38.7	38.7	38.7	38.7	38.7	38.7
Months Operating Expenses in Unrestricted Cash	1.5	1.3	1.2	1.3	1.3	1.2	1.1	1.0
Debt Coverage Ratio	(0.1)	0.2	1.0	1.5	1.2	0.9	0.6	0.3

**Martin County Water District**  
**2024 Fiscal Year Budget Estimate**  
**Debt Schedule**

Debt	Actual 2019	Actual 2020	Actual 2021	Actual 2022	Projected 2023	Scheduled 2024	Scheduled 2025	Scheduled 2026	Scheduled 2027	Scheduled 2028	Notes
<b>Notes Payable - KIA</b>											
Principal	\$53,007	\$54,620	\$56,281	\$57,993	\$59,757	\$61,574	\$63,447	\$65,377	\$33,429		Payments made monthly current payoff 6-1-27
Interest	\$14,440	\$12,827	\$11,166	\$9,454	\$7,690	\$5,873	\$4,000	\$2,070	\$294		
Admin Fee	\$963	\$855	\$744	\$630	\$513	\$392	\$267	\$138	\$20		
<b>KIA N/P Total</b>	<b>\$68,410</b>	<b>\$68,302</b>	<b>\$68,191</b>	<b>\$68,077</b>	<b>\$67,960</b>	<b>\$67,839</b>	<b>\$67,714</b>	<b>\$67,585</b>	<b>\$33,743</b>	<b>\$0</b>	
<b>Lease Payable - KACO</b>											
Principal	\$10,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$11,222				Principal due 3/20 each year current payoff 3/20/25
Interest	\$5,763	\$4,910	\$3,968	\$3,968	\$2,092	\$1,157	\$229				
<b>KACO Lease Payable Total</b>	<b>\$15,763</b>	<b>\$19,910</b>	<b>\$18,968</b>	<b>\$18,968</b>	<b>\$17,092</b>	<b>\$16,157</b>	<b>\$11,451</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Bonds Payable - 2015 E Current Refunding</b>											
Principal	\$55,000	\$60,000	\$60,000	\$60,000	\$65,000	\$65,000	\$70,000	\$70,000	\$75,000	\$75,000	Principal is due 1/1 so funded in p/yr
Interest	\$68,939	\$67,784	\$65,324	\$65,324	\$60,404	\$57,739	\$55,724	\$53,554	\$51,296	\$48,784	
<b>2015 E Current Refunding Total</b>	<b>\$123,939</b>	<b>\$127,784</b>	<b>\$125,324</b>	<b>\$125,324</b>	<b>\$125,404</b>	<b>\$122,739</b>	<b>\$125,724</b>	<b>\$123,554</b>	<b>\$126,296</b>	<b>\$123,784</b>	
<b>Total Debt - All Issues</b>	<b>\$208,111</b>	<b>\$216,995</b>	<b>\$212,483</b>	<b>\$212,369</b>	<b>\$210,456</b>	<b>\$206,735</b>	<b>\$204,889</b>	<b>\$191,139</b>	<b>\$160,039</b>	<b>\$123,784</b>	
<b>Total Interest Expense</b>	<b>\$89,141</b>	<b>\$85,521</b>	<b>\$80,458</b>	<b>\$78,746</b>	<b>\$70,186</b>	<b>\$64,769</b>	<b>\$59,953</b>	<b>\$55,624</b>	<b>\$51,590</b>	<b>\$48,784</b>	
<b>Total Admin Fees Expense</b>	<b>\$963</b>	<b>\$855</b>	<b>\$744</b>	<b>\$630</b>	<b>\$513</b>	<b>\$392</b>	<b>\$267</b>	<b>\$138</b>	<b>\$20</b>	<b>\$0</b>	

# MARTIN COUNTY UTILITY BOARD

387 East Main Street Suite 140  
INEZ, KY 41224

606-298-3885 OFFICE

606-298-4913 Fax

January 24, 2024

## RE: REQUEST FUND TRANSFER

To Whom It May Concern,

I am writing to request that KIA do a transfer of funds from B324-001 to pay off KIA Loan B293-02 in the amount of \$219,313.49 at your earliest convenience.

Please confirm if any further details are needed.

Sincerely,

*Craig Miller*

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Craig Miller  
Division Manager

KENTUCKY INFRASTRUCTURE AUTHORITY  
 REPAYMENT SCHEDULE  
 LOAN #B324-001  
 MARTIN COUNTY WATER DISTRICT  
 FINAL

0.00% Interest  
 \$5,632.44 P & I Calculation

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Credit Due	Total Payment	Principal Balance	R & M Reserve	Total Reserve
								\$1,323,623.15		
03/01/24	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,317,990.71	\$0.00	\$0.00
04/01/24	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,312,358.27	\$0.00	\$0.00
05/01/24	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,306,725.83	\$0.00	\$0.00
06/01/24	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,301,093.39	\$0.00	\$0.00
07/01/24	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,295,460.95	\$0.00	\$0.00
08/01/24	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,289,828.51	\$0.00	\$0.00
09/01/24	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,284,196.07	\$0.00	\$0.00
10/01/24	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,278,563.63	\$0.00	\$0.00
11/01/24	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,272,931.19	\$0.00	\$0.00
12/01/24	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,267,298.75	\$0.00	\$0.00
01/01/25	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,261,666.31	\$0.00	\$0.00
02/01/25	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,256,033.87	\$0.00	\$0.00
03/01/25	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,250,401.43	\$0.00	\$0.00
04/01/25	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,244,768.99	\$0.00	\$0.00
05/01/25	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,239,136.55	\$0.00	\$0.00
06/01/25	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,233,504.11	\$0.00	\$0.00
07/01/25	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,227,871.67	\$0.00	\$0.00
08/01/25	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,222,239.23	\$0.00	\$0.00
09/01/25	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,216,606.79	\$0.00	\$0.00
10/01/25	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,210,974.35	\$0.00	\$0.00
11/01/25	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,205,341.91	\$0.00	\$0.00
12/01/25	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,199,709.47	\$0.00	\$0.00
01/01/26	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,194,077.03	\$0.00	\$0.00
02/01/26	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,188,444.59	\$0.00	\$0.00
03/01/26	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,182,812.15	\$0.00	\$0.00
04/01/26	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,177,179.71	\$0.00	\$0.00
05/01/26	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,171,547.27	\$0.00	\$0.00
06/01/26	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,165,914.83	\$0.00	\$0.00
07/01/26	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,160,282.39	\$0.00	\$0.00
08/01/26	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,154,649.95	\$0.00	\$0.00
09/01/26	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,149,017.51	\$0.00	\$0.00
10/01/26	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,143,385.07	\$0.00	\$0.00
11/01/26	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,137,752.63	\$0.00	\$0.00
12/01/26	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,132,120.19	\$0.00	\$0.00
01/01/27	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,126,487.75	\$0.00	\$0.00
02/01/27	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,120,855.31	\$0.00	\$0.00
03/01/27	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,115,222.87	\$0.00	\$0.00
04/01/27	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,109,590.43	\$0.00	\$0.00
05/01/27	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,103,957.99	\$0.00	\$0.00
06/01/27	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,098,325.55	\$0.00	\$0.00
07/01/27	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,092,693.11	\$0.00	\$0.00
08/01/27	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,087,060.67	\$0.00	\$0.00

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Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Credit Due	Total Payment	Principal Balance	R & M Reserve	Total Reserve
09/01/27	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,081,428.23	\$0.00	\$0.00
10/01/27	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,075,795.79	\$0.00	\$0.00
11/01/27	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,070,163.35	\$0.00	\$0.00
12/01/27	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,064,530.91	\$0.00	\$0.00
01/01/28	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,058,898.47	\$0.00	\$0.00
02/01/28	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,053,266.03	\$0.00	\$0.00
03/01/28	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,047,633.59	\$0.00	\$0.00
04/01/28	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,042,001.15	\$0.00	\$0.00
05/01/28	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,036,368.71	\$0.00	\$0.00
06/01/28	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,030,736.27	\$0.00	\$0.00
07/01/28	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,025,103.83	\$0.00	\$0.00
08/01/28	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,019,471.39	\$0.00	\$0.00
09/01/28	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,013,838.95	\$0.00	\$0.00
10/01/28	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,008,206.51	\$0.00	\$0.00
11/01/28	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$1,002,574.07	\$0.00	\$0.00
12/01/28	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$996,941.63	\$0.00	\$0.00
01/01/29	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$991,309.19	\$0.00	\$0.00
02/01/29	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$985,676.75	\$0.00	\$0.00
03/01/29	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$980,044.31	\$0.00	\$0.00
04/01/29	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$974,411.87	\$0.00	\$0.00
05/01/29	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$968,779.43	\$0.00	\$0.00
06/01/29	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$963,146.99	\$0.00	\$0.00
07/01/29	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$957,514.55	\$0.00	\$0.00
08/01/29	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$951,882.11	\$0.00	\$0.00
09/01/29	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$946,249.67	\$0.00	\$0.00
10/01/29	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$940,617.23	\$0.00	\$0.00
11/01/29	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$934,984.79	\$0.00	\$0.00
12/01/29	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$929,352.35	\$0.00	\$0.00
01/01/30	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$923,719.91	\$0.00	\$0.00
02/01/30	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$918,087.47	\$0.00	\$0.00
03/01/30	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$912,455.03	\$0.00	\$0.00
04/01/30	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$906,822.59	\$0.00	\$0.00
05/01/30	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$901,190.15	\$0.00	\$0.00
06/01/30	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$895,557.71	\$0.00	\$0.00
07/01/30	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$889,925.27	\$0.00	\$0.00
08/01/30	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$884,292.83	\$0.00	\$0.00
09/01/30	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$878,660.39	\$0.00	\$0.00
10/01/30	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$873,027.95	\$0.00	\$0.00
11/01/30	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$867,395.51	\$0.00	\$0.00
12/01/30	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$861,763.07	\$0.00	\$0.00
01/01/31	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$856,130.63	\$0.00	\$0.00
02/01/31	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$850,498.19	\$0.00	\$0.00
03/01/31	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$844,865.75	\$0.00	\$0.00
04/01/31	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$839,233.31	\$0.00	\$0.00
05/01/31	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$833,600.87	\$0.00	\$0.00
06/01/31	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$827,968.43	\$0.00	\$0.00
07/01/31	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$822,335.99	\$0.00	\$0.00
08/01/31	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$816,703.55	\$0.00	\$0.00
09/01/31	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$811,071.11	\$0.00	\$0.00

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Credit Due	Total Payment	Principal Balance	R & M Reserve	Total Reserve
10/01/31	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$805,438.67	\$0.00	\$0.00
11/01/31	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$799,806.23	\$0.00	\$0.00
12/01/31	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$794,173.79	\$0.00	\$0.00
01/01/32	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$788,541.35	\$0.00	\$0.00
02/01/32	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$782,908.91	\$0.00	\$0.00
03/01/32	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$777,276.47	\$0.00	\$0.00
04/01/32	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$771,644.03	\$0.00	\$0.00
05/01/32	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$766,011.59	\$0.00	\$0.00
06/01/32	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$760,379.15	\$0.00	\$0.00
07/01/32	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$754,746.71	\$0.00	\$0.00
08/01/32	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$749,114.27	\$0.00	\$0.00
09/01/32	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$743,481.83	\$0.00	\$0.00
10/01/32	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$737,849.39	\$0.00	\$0.00
11/01/32	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$732,216.95	\$0.00	\$0.00
12/01/32	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$726,584.51	\$0.00	\$0.00
01/01/33	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$720,952.07	\$0.00	\$0.00
02/01/33	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$715,319.63	\$0.00	\$0.00
03/01/33	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$709,687.19	\$0.00	\$0.00
04/01/33	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$704,054.75	\$0.00	\$0.00
05/01/33	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$698,422.31	\$0.00	\$0.00
06/01/33	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$692,789.87	\$0.00	\$0.00
07/01/33	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$687,157.43	\$0.00	\$0.00
08/01/33	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$681,524.99	\$0.00	\$0.00
09/01/33	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$675,892.55	\$0.00	\$0.00
10/01/33	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$670,260.11	\$0.00	\$0.00
11/01/33	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$664,627.67	\$0.00	\$0.00
12/01/33	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$658,995.23	\$0.00	\$0.00
01/01/34	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$653,362.79	\$0.00	\$0.00
02/01/34	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$647,730.35	\$0.00	\$0.00
03/01/34	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$642,097.91	\$0.00	\$0.00
04/01/34	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$636,465.47	\$0.00	\$0.00
05/01/34	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$630,833.03	\$0.00	\$0.00
06/01/34	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$625,200.59	\$0.00	\$0.00
07/01/34	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$619,568.15	\$0.00	\$0.00
08/01/34	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$613,935.71	\$0.00	\$0.00
09/01/34	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$608,303.27	\$0.00	\$0.00
10/01/34	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$602,670.83	\$0.00	\$0.00
11/01/34	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$597,038.39	\$0.00	\$0.00
12/01/34	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$591,405.95	\$0.00	\$0.00
01/01/35	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$585,773.51	\$0.00	\$0.00
02/01/35	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$580,141.07	\$0.00	\$0.00
03/01/35	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$574,508.63	\$0.00	\$0.00
04/01/35	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$568,876.19	\$0.00	\$0.00
05/01/35	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$563,243.75	\$0.00	\$0.00
06/01/35	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$557,611.31	\$0.00	\$0.00
07/01/35	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$551,978.87	\$0.00	\$0.00
08/01/35	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$546,346.43	\$0.00	\$0.00
09/01/35	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$540,713.99	\$0.00	\$0.00
10/01/35	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$535,081.55	\$0.00	\$0.00

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Credit Due	Total Payment	Principal Balance	R & M Reserve	Total Reserve
11/01/35	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$529,449.11	\$0.00	\$0.00
12/01/35	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$523,816.67	\$0.00	\$0.00
01/01/36	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$518,184.23	\$0.00	\$0.00
02/01/36	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$512,551.79	\$0.00	\$0.00
03/01/36	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$506,919.35	\$0.00	\$0.00
04/01/36	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$501,286.91	\$0.00	\$0.00
05/01/36	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$495,654.47	\$0.00	\$0.00
06/01/36	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$490,022.03	\$0.00	\$0.00
07/01/36	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$484,389.59	\$0.00	\$0.00
08/01/36	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$478,757.15	\$0.00	\$0.00
09/01/36	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$473,124.71	\$0.00	\$0.00
10/01/36	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$467,492.27	\$0.00	\$0.00
11/01/36	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$461,859.83	\$0.00	\$0.00
12/01/36	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$456,227.39	\$0.00	\$0.00
01/01/37	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$450,594.95	\$0.00	\$0.00
02/01/37	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$444,962.51	\$0.00	\$0.00
03/01/37	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$439,330.07	\$0.00	\$0.00
04/01/37	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$433,697.63	\$0.00	\$0.00
05/01/37	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$428,065.19	\$0.00	\$0.00
06/01/37	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$422,432.75	\$0.00	\$0.00
07/01/37	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$416,800.31	\$0.00	\$0.00
08/01/37	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$411,167.87	\$0.00	\$0.00
09/01/37	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$405,535.43	\$0.00	\$0.00
10/01/37	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$399,902.99	\$0.00	\$0.00
11/01/37	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$394,270.55	\$0.00	\$0.00
12/01/37	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$388,638.11	\$0.00	\$0.00
01/01/38	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$383,005.67	\$0.00	\$0.00
02/01/38	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$377,373.23	\$0.00	\$0.00
03/01/38	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$371,740.79	\$0.00	\$0.00
04/01/38	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$366,108.35	\$0.00	\$0.00
05/01/38	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$360,475.91	\$0.00	\$0.00
06/01/38	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$354,843.47	\$0.00	\$0.00
07/01/38	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$349,211.03	\$0.00	\$0.00
08/01/38	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$343,578.59	\$0.00	\$0.00
09/01/38	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$337,946.15	\$0.00	\$0.00
10/01/38	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$332,313.71	\$0.00	\$0.00
11/01/38	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$326,681.27	\$0.00	\$0.00
12/01/38	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$321,048.83	\$0.00	\$0.00
01/01/39	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$315,416.39	\$0.00	\$0.00
02/01/39	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$309,783.95	\$0.00	\$0.00
03/01/39	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$304,151.51	\$0.00	\$0.00
04/01/39	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$298,519.07	\$0.00	\$0.00
05/01/39	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$292,886.63	\$0.00	\$0.00
06/01/39	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$287,254.19	\$0.00	\$0.00
07/01/39	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$281,621.75	\$0.00	\$0.00
08/01/39	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$275,989.31	\$0.00	\$0.00
09/01/39	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$270,356.87	\$0.00	\$0.00
10/01/39	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$264,724.43	\$0.00	\$0.00
11/01/39	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$259,091.99	\$0.00	\$0.00

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Credit Due	Total Payment	Principal Balance	R & M Reserve	Total Reserve
12/01/39	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$253,459.55	\$0.00	\$0.00
01/01/40	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$247,827.11	\$0.00	\$0.00
02/01/40	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$242,194.67	\$0.00	\$0.00
03/01/40	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$236,562.23	\$0.00	\$0.00
04/01/40	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$230,929.79	\$0.00	\$0.00
05/01/40	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$225,297.35	\$0.00	\$0.00
06/01/40	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$219,664.91	\$0.00	\$0.00
07/01/40	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$214,032.47	\$0.00	\$0.00
08/01/40	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$208,400.03	\$0.00	\$0.00
09/01/40	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$202,767.59	\$0.00	\$0.00
10/01/40	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$197,135.15	\$0.00	\$0.00
11/01/40	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$191,502.71	\$0.00	\$0.00
12/01/40	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$185,870.27	\$0.00	\$0.00
01/01/41	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$180,237.83	\$0.00	\$0.00
02/01/41	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$174,605.39	\$0.00	\$0.00
03/01/41	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$168,972.95	\$0.00	\$0.00
04/01/41	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$163,340.51	\$0.00	\$0.00
05/01/41	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$157,708.07	\$0.00	\$0.00
06/01/41	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$152,075.63	\$0.00	\$0.00
07/01/41	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$146,443.19	\$0.00	\$0.00
08/01/41	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$140,810.75	\$0.00	\$0.00
09/01/41	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$135,178.31	\$0.00	\$0.00
10/01/41	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$129,545.87	\$0.00	\$0.00
11/01/41	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$123,913.43	\$0.00	\$0.00
12/01/41	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$118,280.99	\$0.00	\$0.00
01/01/42	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$112,648.55	\$0.00	\$0.00
02/01/42	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$107,016.11	\$0.00	\$0.00
03/01/42	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$101,383.67	\$0.00	\$0.00
04/01/42	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$95,751.23	\$0.00	\$0.00
05/01/42	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$90,118.79	\$0.00	\$0.00
06/01/42	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$84,486.35	\$0.00	\$0.00
07/01/42	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$78,853.91	\$0.00	\$0.00
08/01/42	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$73,221.47	\$0.00	\$0.00
09/01/42	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$67,589.03	\$0.00	\$0.00
10/01/42	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$61,956.59	\$0.00	\$0.00
11/01/42	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$56,324.15	\$0.00	\$0.00
12/01/42	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$50,691.71	\$0.00	\$0.00
01/01/43	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$45,059.27	\$0.00	\$0.00
02/01/43	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$39,426.83	\$0.00	\$0.00
03/01/43	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$33,794.39	\$0.00	\$0.00
04/01/43	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$28,161.95	\$0.00	\$0.00
05/01/43	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$22,529.51	\$0.00	\$0.00
06/01/43	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$16,897.07	\$0.00	\$0.00
07/01/43	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$11,264.63	\$0.00	\$0.00
08/01/43	\$5,632.44	\$0.00	0.00%	\$5,632.44	\$0.00	\$0.00	\$5,632.44	\$5,632.19	\$0.00	\$0.00
09/01/43	\$5,632.19	\$0.00	0.00%	\$5,632.19	\$0.00	\$0.00	\$5,632.19	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$1,323,623.15</b>	<b>\$0.00</b>		<b>\$1,323,623.15</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,323,623.15</b>		<b>\$0.00</b>	

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Kentucky Transportation Cabinet  
Division of Right of Way & Utilities  
**UTILITY RELOCATION – ENGINEERING SERVICES**  
**KEEP COST AGREEMENT**  
**PURSUANT TO KRS 177.035**

Martin County  
No federal number available  
FD55 121 9414002U  
Item No. 12 - 10129.00

THIS UTILITY RELOCATION AGREEMENT is made and entered into by and between the Kentucky Transportation Cabinet, Department of Highways, hereinafter the Cabinet, and **Martin County Water District, 387 East Main Street, Suite 140, Inez, KY 41224** hereinafter referred to as the Company.

**AGREEMENT PREMISES**

1. The Cabinet, in the interest of public safety and convenience, proposes the following:  
BRIDGE PROJECT IN MARTIN COUNTY ON (080B00014N) KY-292 AT LONG BRANCH from 8.584 to 8.588 mile point, as shown by the Cabinet's survey and general plan sheets, which are hereby made a part of this Agreement.
2. The subject project was authorized by TC 10-1, Official Order Authorization No. 94140, dated 06/14/2021, subject to appropriate reimbursement by the Federal Highway Administration or Cabinet, which as pertains to this Agreement is in the amount of **\$56439.00**.
3. The right of way for the proposed roadwork for Route **KY 292** will pass over and include certain water facilities constructed and now maintained by the Company.

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4. The said facilities will be relocated as designed by the Company and shown on the Cabinet's survey and general plan sheets.
5. The said facilities may be relocated upon highway right of way, with restrictions, or upon other private right of way to be obtained by the Company or obtained by the Cabinet and granted to the Company.
6. If required and applicable, the Cabinet will recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the Cabinet under the Federal Aid Highway Program, and Acts amendatory thereof and supplementary thereto, including Subpart A of 23 Code of Federal Regulations (CFR) 645.
7. The Company is authorized herein to make the necessary design and inspection for the relocation of its existing facilities with the Company's regular engineering, administrative and inspection forces. Said work is to be reimbursed with 100% of the cost to be borne by the Cabinet and 0% of the costs to be borne by the Company.
8. If the Company chooses to use a contractor or a subcontractor, the Company is required to obtain prior Cabinet approval in writing pursuant to 23 CFR 645.109(a) and 23 CFR 645.115(a). The Cabinet reserves the right to refuse reimbursement for any and all costs associated with work performed by a contractor or subcontractor prior to their approval by the Cabinet. The Cabinet is hereby held harmless from all actions taken by a contractor or subcontractor related to the Company's failure to acquire said approvals. Said work is to be paid under a contract let by the Company, adhering to the cost share stipulations described herein.

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**SCOPE OF AGREEMENT**

**In consideration of the premises, the parties agree as follows:**

9. Bell Engineering will furnish the necessary engineering administration and/or inspection services for relocating their water facilities. Facilities to be relocated or adjusted include the abandonment of 185 feet of 6 inch PVC water line and appurtenances. The estimated cost of services rendered with this Agreement is \$56,439.00, 100% of which is to be borne by the Cabinet pursuant to this agreement and which is shown in the estimate attached (Attachment A) and which by this reference is hereby made a part of this Agreement.
10. If the Company proposes to include betterment in this Agreement, all work directly pertaining to said betterment is detailed in Attachment A and is not reimbursable. Such betterment work to be done is substantially as follows: N/A. Such betterment work is estimated to cost \$0 and is to be borne by the Company.
11. The total construction work to be engineered under this Agreement is substantially as follows:  

**The District** will install 185 feet of 6 inch PVC water line, One (1) cut & tie, Two (2) 6 inch gate valves, Three (3) 6 inch hot taps, One (1) 8 inch directional bore, One (1) Flush Hydrant, Four (4) cut and caps and appurtenances.
12. The Company shall submit any change orders necessary to the Cabinet for consideration and approval before initiation of the work detailed in said change order. A change order shall be considered in the event there is a change in the scope of work, extra work to be performed, or other major changes in the work covered by this

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- Agreement. Said change order must be reasonably detailed and include proper itemizations from the Company, computed in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. If the Company fails to obtain prior approval of a change order from the Cabinet, the Cabinet has the right to refuse reimbursement of expenditures for such change order.
13. The Company shall be reimbursed only for the cost of producing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities. A certification to this effect shall be included in submittals for reimbursement for work performed and actual costs incurred.
14. On any relocation project, all work within the limits of the Cabinet's right-of-way, whether by force account or contract, shall be done in accordance with the Cabinet's Standards, Specifications, and Standard Drawings. All traffic control will be in accordance with Part VI of the Manual on Uniform Traffic Control Devices & KYTC Permits Manual. Backfilling and bedding, if required an/or necessary, will be performed in accordance with the most recent version of the Roadway Drainage Installations (RDI) section of the Cabinet's Division of Highway Design Standard Drawings. Surface restoration, if required, will be performed in accordance with requirements of the pertinent Cabinet District Utility Section, as defined in the Cabinet's Current standard Specifications for Road and Bridge Construction, or as directed by the Cabinet's Engineer. The Company must validate appropriate surface restoration standards with the District Utility Section and District Permit Section prior to any construction.

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15. On any relocation project, overhead utilities crossing the non-fully controlled access highway and roadways, the vertical clearance of overhead utilities shall be a minimum of eighteen (18) feet, meet National Electric Safety Code, (NESC) standards and all Cabinet permit requirements identified in the Kentucky Transportation Cabinet's Permits Manual policy, including permits form TC 99-212.
16. On any relocation project, overhead utilities crossing the interstate or other controlled access highway, roadways, and ramps shall have a minimum vertical clearance of twenty-four (24) feet, meet National Electrical Safety Code (NESC) Grade "B"-Heavy Loading standards and all Cabinet permit requirements identified in the Kentucky Transportation Cabinet's Permits Manual policy, including permits form TC 99-211.
17. Per Cabinet policy in the most recent version of the Cabinet's Permits Manual, the following minimum standards are to be adhered to regarding underground utility construction for any relocation project: The minimum depth for underground cable, communications, data, water and sewer utilities is forty-two (42) inches. On fully controlled access routes, natural gas, oil, and petroleum fraction lines, the minimum depth is sixty (60) inches. Underground natural gas, oil, and petroleum fraction lines on non-fully controlled access routes must be a minimum of sixty (60) inches under roadways, shoulders, ramps, and ditch lines and a minimum of forty-two (42) inches in all other areas within state right-of-way. For underground electric lines located within the state right-of-way on fully or non-fully controlled access highways, the minimum depth is sixty (60) inches under roadways, shoulders, ramps, and ditch lines

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and a minimum of forty-two (42) inches in all other areas outside of ditch lines. Exceptions may be made where a lesser depth will not interfere with the highway maintenance or safety. Exceptions shall include an engineering study that must be approved by the Cabinet's State Highway Engineer.

18. Longitudinal utility facilities installed in state right-of-way shall be located behind the ditch line and toe of slope as near to the edge of the right-of-way as practical or in designated utility strips. The facilities shall not be installed longitudinally under pavement, shoulder areas, or ditches. New pole lines installed longitudinally shall be located outside the clear zone.

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**RESPONSIBILITIES OF KYTC**

19. The Cabinet will reimburse the Company for the actual cost of the work upon presentation of invoices from the Company. The Company will compute costs by and in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. The method of developing the relocation costs is found in 23 CFR 645.117.
20. Itemized bills from the Company will be in detail form that will meet the approval of the Cabinet and the Federal Highway Administration.

**Payments will be made on the following basis in accordance with 23 CFR 645.117:**

**Current Billings.** The Company may submit current billings reflecting the actual cost incurred during any given work period, in which case, the current billings will be paid within thirty (30) business days after receipt of same by the Cabinet.

**Final Payment.** Upon completion of all said work and the submission of final itemized invoices, deliverables, and drawings, the Company shall provide one final and complete billing of all remaining costs incurred, within one year following completion of the utility relocation work performed by the Company pursuant to this Agreement, otherwise previous payments to the utility shall be considered final, except as agreed to between the Cabinet and the Company. The final billing will be forwarded for payment after review and approval of the District Utilities Supervisor and submitted to the Central Office Utilities Section, it being understood, however, that the billings are subject to audit and verification by the Cabinet and/or the Federal Highway Administration.



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**ADDITIONAL REQUIREMENTS**

21. In the event of a dispute between the Company and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.
22. All records of the Company pertaining to this project will be subject to inspection at any reasonable time by representatives of the Cabinet and/or the Federal Highway Administration and shall be retained and maintained as prescribed in 23 CFR 645.117 (i)(3).
23. Execution of this Agreement and issuance of a Cabinet Authorization number hereon is conditioned upon the acceptance of and agreement to the standard terms and conditions of the Cabinet Encroachment Permit (TC99-1) form revision in effect at the time of the execution of this Agreement, and the Permit terms and conditions are made a part of this agreement by this reference.
24. It is agreed by and between the parties hereto that 23 CFR 645 and supplements and amendments thereto form an essential part of this Agreement and shall in no way be abrogated or superseded by the terms and provisions of this Agreement.
25. Limited to acts related to this Agreement, the Company agrees to indemnify and hold harmless the Cabinet against any and all third-party claims, demands, obligations or litigation that result from: (1) any material breach of this Agreement by the Company;

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- (2) any and all negligent acts of the Company; and (3) any policy, procedure or employment practice of the Company violating applicable Federal, State or local laws.
26. The Company shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Company shall comply with all applicable Federal and State Occupational Safety and Health Administration (OSHA) standards including 23 CFR 634 and Kentucky Revised Statutes (KRS) Chapter 338.
27. By execution of this Agreement, the Company is agreeing that the scope of this Agreement shall be in compliance with all applicable Federal, State and local laws, regulations and mandates.
28. To the extent applicable to this agreement, the Company shall comply with the Buy America requirements set forth in 23 U.S.C. 313, 23 CFR 635.410, 48 FR 53099, and Infrastructure Investment and Jobs Act (IIJA), 117-58, including the Build America, Buy America Act (BABA) 117-58, Section 70301-52 for permanent inclusion of articles, materials, or supplies classified as iron or steel or a construction material. Pursuant to final rule made effective December 27, 1983, citation 48 FR 53099, FHWA funded projects are exempted from the manufactured products requirement which is hereby excluded herein. Final rule 48 FR 53099 does not waive the applicability of Buy America requirements to any steel, or iron components of a manufactured product regardless of the overall composition of the manufactured

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product. The Company is not required to change its existing standards for materials as long as the applicable Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or relocation of the Company's facilities set forth in 23 CFR 645 and over regulations which allow the Company to furnish materials from company stock set forth in 23 CFR 645.117(e). Company stock materials that do not meet applicable Buy America requirements may not be permanently incorporated into a FAHP funded project. The Company understands and acknowledges that the Agreement may be subject to the requirements of the Buy America law, 23 U.S.C. 313 and applicable regulations, including 23 CFR 635.410, IIJA, BABA, and Federal Highway Administration guidance. The Company must provide certification that all products, permanently incorporated into the project adhere to the Buy America requirements. In lieu of a separate certification, the Company hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions. Products permanently incorporated into the project shall be company certified via signature and submission of the statement of charges (TC69-008) form. In some circumstances, a waiver of the Buy America requirements may be granted by the FHWA, to be determined on a project-by-project basis.

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29. The Cabinet reserves the right in its sole discretion to demand that the Company and all contractors and subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of this agreement. Any authorized services performed, materials used or installed to the satisfaction of the Cabinet before the demand to cease any or all further work shall be paid in accordance with the terms of the section entitled "Responsibilities of the KYTC". The Cabinet shall thereafter authorize the Company in writing to undertake only, reasonable and necessary additional work or services and acquire, expend, use or install only, reasonable and necessary additional materials to reestablish the original use and function of their facility.
  
30. Effective Date: This Agreement 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.
  
31. 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.

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32. 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.
33. Choice of Law and Forum: This section does not apply to governmental or quasi-governmental entities. This Agreement 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.
34. EEO Requirements: This section does not apply to governmental or quasi-governmental entities. The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Company shall comply with all terms and conditions of the Act.
35. 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 Company by registered or certified mail.
36. Funding Out Provision: The Cabinet 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 Cabinet shall provide the

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Company thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

37. 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.
38. Authorized to do Business in Kentucky: This section does not apply to governmental or quasi-governmental entities. The Company 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.
39. The Company shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Agreement. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.
40. 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

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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.

41. 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.
42. Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>
43. Invoices for fees: This section does not apply to governmental or quasi-governmental entities. The Company shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.
44. Travel expenses, if authorized: This section does not apply to governmental or quasi-governmental entities. The Company shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this Agreement or authorized in advance and in writing by the Commonwealth. The Company shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

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45. Other expenses, if authorized herein: This section does not apply to governmental or quasi-governmental entities. The Company shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this Agreement 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 Company of valid, itemized statements submitted periodically for payment at the time any fees are due. The Company shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

46. Purchasing and specifications: This section does not apply to governmental or quasi-governmental entities. The Company 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.

47. Conflict-of-interest laws and principles: This section does not apply to governmental or quasi-governmental entities. The Company certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and



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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.

48. Campaign finance: This section does not apply to governmental or quasi-governmental entities. The Company 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 Agreement, 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 Agreement. The Company 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 Agreement to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

49. Access to Records: The Cabinet certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The 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 Company also recognizes that any

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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).

50. 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 Agreement.

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.

51. Violation of tax and employment laws: KRS 45A.485 requires the Company and all subcontractors performing work under the Agreement to reveal to the Commonwealth any final determination of a violation by the Company 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 Agreement.

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

To comply with KRS 45A.485, the Company and all subcontractors performing work under this Agreement 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 Company 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. Company 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.

52. 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 Agreement, the Company agrees as follows:

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The Company 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 Company 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 Company agrees to provide, upon request, needed reasonable accommodations. The Company 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 Company 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 Company, the Company 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 Company 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 Company's

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commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Company 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 Company 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 Company 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 Company's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part, and the Company 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 Company 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 Company 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 Company becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Company may request the United States to enter into such litigation to protect the interests of the United States.

53. Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law: The Company 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)

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KRS Chapter 342 (WORKERS' COMPENSATION)

54. Boycott Provisions: The Company represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the Agreement 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.
55. Lobbying Prohibitions: The Company represents that they, and any subcontractor performing work under the Agreement, 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 Company 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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**AGREEMENT EXECUTION**

By the execution of this Agreement, the Parties warrant that they have fully read this Agreement, and agree to the terms and conditions. The Company warrants that the existing water facilities identified have been verified, said facilities must be relocated due to the referenced Cabinet project, and the relocation of said facilities are reimbursable as defined in KRS 177.035. The Cabinet warrants that all reimbursable costs invoiced will be paid as defined herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers.


On the date of 1/31/2024.

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET APPROVALS**

Approval of the Division of Right of Way and Utilities

DocuSigned by:  
  
 SIGNATURE: \_\_\_\_\_  
 2E220AED0361468  
 Division Director

Approval of the Utilities & Rail Branch

DocuSigned by:  
  
 SIGNATURE: \_\_\_\_\_  
 1558FCDE310844B  
 TEBM - Utilities and Rail  
 DATE: 1/23/2024

Approved Form and Legality

DocuSigned by:  
  
 SIGNATURE: \_\_\_\_\_  
 612C15A8C4C24B0...  
 DATE: 1/22/2024  
 Office of Legal Services

Approval of Company

DocuSigned by:  
  
 SIGNATURE: \_\_\_\_\_ DATE: 1/31/2024  
 64C682696FD54D6...  
 Division Manager  
 TITLE: \_\_\_\_\_





Kentucky Transportation Cabinet  
Division of Right of Way & Utilities  
**UTILITY RELOCATION KEEP COST AGREEMENT**  
**PURSUANT TO KRS 177.035**

Martin County  
STPBRZ1203417  
FD52 080 7951101U  
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THIS UTILITY RELOCATION AGREEMENT is made and entered into by and between the Kentucky Transportation Cabinet, Department of Highways, hereinafter the Cabinet, and Martin County Water District, 387 East Main Street, Suite 140, Inez, KY 41224 hereinafter referred to as the Company.

**AGREEMENT PREMISES**

1. The Cabinet, in the interest of public safety and convenience, proposes the following:  
SETSER BRANCH ROAD BRIDGE AND APPROACHES OVER MIDDLE FORK OF ROCKCASTLE CREEK (C43) (OFF NHS) (FD04) (2000BOP): (080C00043N) from 0.030 to 0.070 mile point, as shown by the Cabinet’s survey and general plan sheets, which are hereby made a part of this Agreement.
2. The subject project was authorized by TC 10-1, Official Order Authorization No. 79511, dated 10-20-2022, subject to appropriate reimbursement by the Federal Highway Administration or Cabinet, which as pertains to this Agreement is in the amount of \$77000.00.
3. The right of way for the proposed roadwork for CR 1215 will pass over and include certain water facilities constructed and now maintained by the Company.
4. The said facilities will be relocated as designed by the Company and shown on the Cabinet’s survey and general plan sheets.





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by the Cabinet in a written authorization to begin work. Any alterations to the right-of-way clearance or right-of-entry date shall be provided to the Company by the Cabinet and the schedule shall commence pursuant to the amended date. Extensions to the schedule may be granted if agreed to by the Company and Cabinet and shall be requested by submission of a change order. The road contract shall include a calculated completion date for this relocation based upon the right of way clearance date and the Company schedule as defined in this Agreement. Failure to complete the work within the schedule defined herein may result in additional road project costs and claims.

14. The Company shall submit any change orders necessary to the Cabinet for consideration and approval before initiation of the work detailed in said change order. A change order shall be considered in the event there is a change in the scope of work, extra work to be performed, or other major changes in the work covered by this Agreement. Said change order must be reasonably detailed and include proper itemizations from the Company, computed in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. If the Company fails to obtain prior approval of a change order from the Cabinet, the Cabinet has the right to refuse reimbursement of expenditures for such change order.
15. The Company shall be reimbursed only for the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities. A certification to this effect shall be included in submittals for reimbursement for work performed and actual costs incurred.
16. On any relocation project, all work within the limits of the Cabinet’s right-of-way, whether by force account or contract, shall be done in accordance with the Cabinet’s Standards,



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of sixty (60) inches under roadways, shoulders, ramps, and ditch line and a minimum of forty-two (42) inches in all other areas within state right-of-way. For underground electric lines located within the state right-of-way on fully or non-fully controlled access highways, the minimum depth is sixty (60) inches under roadways, shoulders, ramps, and ditch lines and a minimum of forty-two (42) inches in all other areas outside of ditch lines. Exception may be made where a lesser depth will not interfere with the highway maintenance or safety. Exceptions shall include an engineering study that must be approved by the Cabinet's State Highway Engineer.

20. Longitudinal utility facilities installed in state right-of-way shall be located behind the ditch line and toe of slope as near to the edge of the right-of-way as practical or in designated utility strips. The facilities shall not be installed longitudinally under pavement, shoulder areas, or ditches. New pole lines installed longitudinally shall be located outside the clear zone.

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**ADDITIONAL REQUIREMENTS**

23. In the event of a dispute between the Company and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.
24. All records of the Company pertaining to this project will be subject to inspection at any reasonable time by representatives of the Cabinet and/or the Federal Highway Administration and shall be retained and maintained as prescribed in 23 CFR 645.117 (i)(3).
25. Execution of this Agreement and issuance of a Cabinet Authorization number hereon is conditioned upon the acceptance and agreement to the standard terms and conditions of the Cabinet Encroachment Permit (TC99-1) form revision in effect at the time of execution of this Agreement, the Permit terms and conditions are made a part of this agreement by this reference.
26. The work of altering and maintaining the Company's facilities covered by this Agreement, at any time after they have been relocated by the Company as herein provided, shall be done by the Company at its sole expense except as may otherwise be provided by law. Such work as is necessary to install, alter, service and maintain any facilities within the Cabinet's right of way will be performed in accordance with policies and procedures prescribed by the Cabinet's Permits Manual and in such a manner as will ensure the safety of the general public in their use of the road as a highway. Access from the through-traffic roadways and ramps for maintenance or servicing of utility facilities located on the Cabinet's right of way requires an encroachment permit except by permission of the District Engineer in an emergency situation.



27. It is agreed by and between the parties hereto that 23 CFR 645 and supplements and amendments thereto form an essential part of this Agreement and shall in no way be abrogated or superseded by the terms and provisions of this Agreement.
28. Limited to acts related to this Agreement, the Company agrees to indemnify and hold harmless the Cabinet against any and all third-party claims, demands, obligations or litigation that result from: (1) any material breach of this Agreement by the Company; (2) any and all negligent acts of the Company; and (3) any policy, procedure or employment practice of the Company violating applicable Federal, State or local laws.
29. The Company shall maintain adequate protection of all work from damage and shall protect the Cabinet's property from injury or loss arising in connection with this Agreement. The Company shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the Cabinet. The Company shall adequately protect adjacent property as provided by law and this Agreement.
30. The Company shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Company shall comply with all applicable Federal and State Occupational Safety and Health Administration (OSHA) standards including 23 CFR 634 and Kentucky Revised Statutes (KRS) Chapter 338.
31. By execution of this Agreement, the Company is agreeing that the scope of this Agreement shall be in compliance with all applicable Federal, State and local laws, regulations and mandates.

32. To the extent applicable to this agreement, the Company shall comply with the Buy America requirements set forth in 23 U.S.C. 313, 23 CFR 635.410, 48 FR 53099 and Infrastructure Investment and Jobs Act (IIJA), 117-58, including the Build America, Buy America Act (BABA) 117-58, Section 70301-52 for the permanent inclusion of articles, materials, or supplies classified as iron or steel or a construction material. Pursuant to final rule made effective December 27, 1983, citation 48 FR 53099, FHWA funded projects are exempted from the manufactured products requirement which is hereby excluded herein. Final rule 48 FR 53099 does not waive the applicability of Buy America requirements to any steel, or iron component of a manufactured product regardless of the overall composition of the manufactured product. The Company is not required to change its existing standards for materials as long as the applicable Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or relocation of the Company's facilities set forth in 23 CFR 645 and over regulations which allow the Company to furnish materials from company stock set forth in 23 CFR 645.117(e). Company stock materials that do not meet applicable Buy America requirements may not be permanently incorporated into a FAHP funded project. The Company understands and acknowledges that the Agreement may be subject to the requirements of the Buy America law, 23 U.S.C. 313 and applicable regulations, including 23 CFR 635.410, IIJA, BABA, and Federal Highway Administration guidance. The Company must provide certification that all products, permanently incorporated into the project adhere to the Buy America requirements. In lieu of a separate certification, the Company hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall

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use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions. Products permanently incorporated into the project shall be company certified via signature and submission of the statement of charges (TC69-008) form. In some circumstances, a waiver of the Buy America requirements may be granted by the FHWA, to be determined on a project-by-project basis.

33. The Cabinet reserves the right in its sole discretion to demand that the Company and all contractors and subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of this agreement. Any authorized services performed, materials used or installed to the satisfaction of the Cabinet before the demand to cease any or all further work shall be paid in accordance with the terms of the section entitled "Responsibilities of the KYTC". The Cabinet shall thereafter authorize the Company in writing to undertake only, reasonable and necessary additional work or services and acquire, expend, use or install only, reasonable and necessary additional materials to reestablish the original use and function of their facility.
34. Effective Date: This Agreement 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.

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36. Choice of Law and Forum: This section does not apply to governmental or quasi-governmental entities. This Agreement 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.
37. EEO Requirements: This section does not apply to governmental or quasi-governmental entities. The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Company shall comply with all terms and conditions of the Act.

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38. 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 Company by registered or certified mail.
39. Funding Out Provision: The Cabinet 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 Cabinet shall provide the Company thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.
40. 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.
41. Authorized to do Business in Kentucky: This section does not apply to governmental or quasi-governmental entities. The Company 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.

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The Company shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Agreement. 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>

42. Invoices for fees: This section does not apply to governmental or quasi-governmental entities. The Company shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

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43. Travel expenses, if authorized: This section does not apply to governmental or quasi-governmental entities. The Company shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this Agreement or authorized in advance and in writing by the Commonwealth. The Company shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.
  
44. Other expenses, if authorized herein: This section does not apply to governmental or quasi-governmental entities. The Company shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this Agreement 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 Company of valid, itemized statements submitted periodically for payment at the time any fees are due. The Company shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.
  
45. Purchasing and specifications: This section does not apply to governmental or quasi-governmental entities. The Company 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.

46. Conflict-of-interest laws and principles: This section does not apply to governmental or quasi-governmental entities. The Company 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.
47. Campaign finance: This section does not apply to governmental or quasi-governmental entities. The Company 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 Agreement, 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 Agreement. The Company 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 Agreement to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
48. Access to Records: The Cabinet certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The 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 Company 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).

49. 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 Agreement.

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.

50. Violation of tax and employment laws: KRS 45A.485 requires the Company and all subcontractors performing work under the Agreement to reveal to the Commonwealth any final determination of a violation by the Company 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,

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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 Agreement.

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

To comply with KRS 45A.485, the Company and all subcontractors performing work under this Agreement 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 Company 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. Company 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.

51. 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 Agreement, the Company agrees as follows:

The Company 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 Company 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 Company agrees to provide, upon request, needed reasonable accommodations. The Company 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 Company 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 Company, the Company 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.

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The Company 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 Company's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Company 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 Company 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 Company 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 Company's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part, and the Company 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.



KRS Chapter 342 (WORKERS' COMPENSATION)

53. Boycott Provisions: The Company represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the Agreement 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.
54. Lobbying Prohibitions: The Company represents that they, and any subcontractor performing work under the Agreement, 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 Company 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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**AGREEMENT EXECUTION**

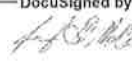
By the execution of this Agreement, the Parties warrant that they have fully read this Agreement, and agree to the terms and conditions. The Company warrants that the existing water facilities identified have been verified, said facilities must be relocated due to the referenced Cabinet project, and the relocation of said facilities are reimbursable as defined in KRS 177.035. The Cabinet warrants that all reimbursable costs invoiced will be paid as defined herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers.

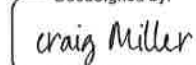
On the date of 2/20/2024.

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET APPROVALS**

Approval of the Division of Right of Way and Utilities	
SIGNATURE:	<small>DocuSigned by:</small>  <small>2F220AED6361468</small> Division Director

Approval of the Utilities & Rail Branch	
SIGNATURE:	<small>DocuSigned by:</small>  <small>1556FCDE310844B...</small> TEBM – Utilities and Rail
DATE:	<u>2/19/2024</u>

Approved Form and Legality	
SIGNATURE:	<small>DocuSigned by:</small>  <small>612C15A8C4C24B0...</small>
DATE:	<u>2/20/2024</u>
Office of Legal Services	

Approval of Company	
SIGNATURE:	<small>DocuSigned by:</small>  <small>64C682696FD54D6...</small>
TITLE:	<u>Division Manager</u>
DATE:	<u>2/19/2024</u>



Kentucky Transportation Cabinet  
Division of Right of Way & Utilities  
**UTILITY RELOCATION – ENGINEERING SERVICES**  
**KEEP COST AGREEMENT**  
**PURSUANT TO KRS 177.035**

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THIS UTILITY RELOCATION AGREEMENT is made and entered into by and between the Kentucky Transportation Cabinet, Department of Highways, hereinafter the Cabinet, and **Martin County Water District, 387 East Main Street, Suite 140, Inez, KY 41224** hereinafter referred to as the Company.

**AGREEMENT PREMISES**

1. The Cabinet, in the interest of public safety and convenience, proposes the following:  
SETSER BRANCH ROAD BRIDGE AND APPROACHES OVER MIDDLE FORK OF ROCKCASTLE CREEK (C43) (OFF NHS) (FD04) (2000BOP): (080C00043N) from 0.030 to 0.070 mile point, as shown by the Cabinet’s survey and general plan sheets, which are hereby made a part of this Agreement.
2. The subject project was authorized by TC 10-1, Official Order Authorization No. 79511, dated 10-20-2022, subject to appropriate reimbursement by the Federal Highway Administration or Cabinet, which as pertains to this Agreement is in the amount of **\$40445.92**.
3. The right of way for the proposed roadwork for Route **CR 1215** will pass over and include certain water facilities constructed and now maintained by the Company.



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4. The said facilities will be relocated as designed by the Company and shown on the Cabinet's survey and general plan sheets.
5. The said facilities may be relocated upon highway right of way, with restrictions, or upon other private right of way to be obtained by the Company or obtained by the Cabinet and granted to the Company.
6. If required and applicable, the Cabinet will recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the Cabinet under the Federal Aid Highway Program, and Acts amendatory thereof and supplementary thereto, including Subpart A of 23 Code of Federal Regulations (CFR) 645.
7. The Company is authorized herein to make the necessary design and inspection for the relocation of its existing facilities with the Company's regular engineering, administrative and inspection forces. Said work is to be reimbursed with 100% of the cost to be borne by the Cabinet and 0% of the costs to be borne by the Company.
8. If the Company chooses to use a contractor or a subcontractor, the Company is required to obtain prior Cabinet approval in writing pursuant to 23 CFR 645.109(a) and 23 CFR 645.115(a). The Cabinet reserves the right to refuse reimbursement for any and all costs associated with work performed by a contractor or subcontractor prior to their approval by the Cabinet. The Cabinet is hereby held harmless from all actions taken by a contractor or subcontractor related to the Company's failure to acquire said

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approvals. Said work is to be paid under a contract let by the Company, adhering to the cost share stipulations described herein.

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**SCOPE OF AGREEMENT**

**In consideration of the premises, the parties agree as follows:**

9. The *Company* will furnish the necessary engineering administration and/or inspection services for relocating their water facilities. Facilities to be relocated or adjusted include: The District will abandon 335 feet of 2 inch PVC water main and appurtenances. The estimated cost of services rendered with this Agreement is **\$40445.92**, 100% of which is to be borne by the Cabinet pursuant to this agreement and which is shown in the estimate attached (Attachment A) and which by this reference is hereby made a part of this Agreement.
10. If the Company proposes to include betterment in this Agreement, all work directly pertaining to said betterment is detailed in Attachment A and is not reimbursable. Such betterment work to be done is substantially as follows: N/A. Such betterment work is estimated to cost \$0 and is to be borne by the Company.
11. The total construction work to be engineered under this Agreement is substantially as follows: The District will install 65 feet of 2 inch PVC water main, Two (2) cut and tie, One (1) blow-off assembly, One (1) test meter assembly, Three (3) 2 inch gate valves, 335 feet of 3 inch HDPE water pipe (directional bore) and appurtenances.
12. The Company shall submit any change orders necessary to the Cabinet for consideration and approval before initiation of the work detailed in said change order. A change order shall be considered in the event there is a change in the scope of work, extra work to be performed, or other major changes in the work covered by this

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Agreement. Said change order must be reasonably detailed and include proper itemizations from the Company, computed in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. If the Company fails to obtain prior approval of a change order from the Cabinet, the Cabinet has the right to refuse reimbursement of expenditures for such change order.

13. The Company shall be reimbursed only for the cost of producing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities. A certification to this effect shall be included in submittals for reimbursement for work performed and actual costs incurred.
  
14. On any relocation project, all work within the limits of the Cabinet's right-of-way, whether by force account or contract, shall be done in accordance with the Cabinet's Standards, Specifications, and Standard Drawings. All traffic control will be in accordance with Part VI of the Manual on Uniform Traffic Control Devices & KYTC Permits Manual. Backfilling and bedding, if required an/or necessary, will be performed in accordance with the most recent version of the Roadway Drainage Installations (RDI) section of the Cabinet's Division of Highway Design Standard Drawings. Surface restoration, if required, will be performed in accordance with requirements of the pertinent Cabinet District Utility Section, as defined in the Cabinet's Current standard Specifications for Road and Bridge Construction, or as directed by the Cabinet's Engineer. The Company must validate appropriate surface

- restoration standards with the District Utility Section and District Permit Section prior to any construction.
15. On any relocation project, overhead utilities crossing the non-fully controlled access highway and roadways, the vertical clearance of overhead utilities shall be a minimum of eighteen (18) feet, meet National Electric Safety Code, (NESC) standards and all Cabinet permit requirements identified in the Kentucky Transportation Cabinet's Permits Manual policy, including permits form TC 99-212.
  16. On any relocation project, overhead utilities crossing the interstate or other controlled access highway, roadways, and ramps shall have a minimum vertical clearance of twenty-four (24) feet, meet National Electrical Safety Code (NESC) Grade "B"-Heavy Loading standards and all Cabinet permit requirements identified in the Kentucky Transportation Cabinet's Permits Manual policy, including permits form TC 99-211.
  17. Per Cabinet policy in the most recent version of the Cabinet's Permits Manual, the following minimum standards are to be adhered to regarding underground utility construction for any relocation project: The minimum depth for underground cable, communications, data, water and sewer utilities is forty-two (42) inches. On fully controlled access routes, natural gas, oil, and petroleum fraction lines, the minimum depth is sixty (60) inches. Underground natural gas, oil, and petroleum fraction lines on non-fully controlled access routes must be a minimum of sixty (60) inches under roadways, shoulders, ramps, and ditch lines and a minimum of forty-two (42) inches

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in all other areas within state right-of-way. For underground electric lines located within the state right-of-way on fully or non-fully controlled access highways, the minimum depth is sixty (60) inches under roadways, shoulders, ramps, and ditch lines and a minimum of forty-two (42) inches in all other areas outside of ditch lines. Exceptions may be made where a lesser depth will not interfere with the highway maintenance or safety. Exceptions shall include an engineering study that must be approved by the Cabinet's State Highway Engineer.

18. Longitudinal utility facilities installed in state right-of-way shall be located behind the ditch line and toe of slope as near to the edge of the right-of-way as practical or in designated utility strips. The facilities shall not be installed longitudinally under pavement, shoulder areas, or ditches. New pole lines installed longitudinally shall be located outside the clear zone.

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**RESPONSIBILITIES OF KYTC**

19. The Cabinet will reimburse the Company for the actual cost of the work upon presentation of invoices from the Company. The Company will compute costs by and in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. The method of developing the relocation costs is found in 23 CFR 645.117.
20. Itemized bills from the Company will be in detail form that will meet the approval of the Cabinet and the Federal Highway Administration.

**Payments will be made on the following basis in accordance with 23 CFR 645.117:**

**Current Billings.** The Company may submit current billings reflecting the actual cost incurred during any given work period, in which case, the current billings will be paid within thirty (30) business days after receipt of same by the Cabinet.

**Final Payment.** Upon completion of all said work and the submission of final itemized invoices, deliverables, and drawings, the Company shall provide one final and complete billing of all remaining costs incurred, within one year following completion of the utility relocation work performed by the Company pursuant to this Agreement, otherwise previous payments to the utility shall be considered final, except as agreed to between the Cabinet and the Company. The final billing will be forwarded for payment after review and approval of the District Utilities Supervisor and submitted to the Central Office Utilities Section, it being understood, however, that the billings are subject to audit and verification by the Cabinet and/or the Federal Highway Administration.

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**ADDITIONAL REQUIREMENTS**

21. In the event of a dispute between the Company and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.
22. All records of the Company pertaining to this project will be subject to inspection at any reasonable time by representatives of the Cabinet and/or the Federal Highway Administration and shall be retained and maintained as prescribed in 23 CFR 645.117 (i)(3).
23. Execution of this Agreement and issuance of a Cabinet Authorization number hereon is conditioned upon the acceptance of and agreement to the standard terms and conditions of the Cabinet Encroachment Permit (TC99-1) form revision in effect at the time of the execution of this Agreement, and the Permit terms and conditions are made a part of this agreement by this reference.
24. It is agreed by and between the parties hereto that 23 CFR 645 and supplements and amendments thereto form an essential part of this Agreement and shall in no way be abrogated or superseded by the terms and provisions of this Agreement.
25. Limited to acts related to this Agreement, the Company agrees to indemnify and hold harmless the Cabinet against any and all third-party claims, demands, obligations or litigation that result from: (1) any material breach of this Agreement by the Company;



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- (2) any and all negligent acts of the Company; and (3) any policy, procedure or employment practice of the Company violating applicable Federal, State or local laws.
26. The Company shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Company shall comply with all applicable Federal and State Occupational Safety and Health Administration (OSHA) standards including 23 CFR 634 and Kentucky Revised Statutes (KRS) Chapter 338.
27. By execution of this Agreement, the Company is agreeing that the scope of this Agreement shall be in compliance with all applicable Federal, State and local laws, regulations and mandates.
28. To the extent applicable to this agreement, the Company shall comply with the Buy America requirements set forth in 23 U.S.C. 313, 23 CFR 635.410, 48 FR 53099, and Infrastructure Investment and Jobs Act (IIJA), 117-58, including the Build America, Buy America Act (BABA) 117-58, Section 70301-52 for permanent inclusion of articles, materials, or supplies classified as iron or steel or a construction material. Pursuant to final rule made effective December 27, 1983, citation 48 FR 53099, FHWA funded projects are exempted from the manufactured products requirement which is hereby excluded herein. Final rule 48 FR 53099 does not waive the applicability of Buy America requirements to any steel, or iron components of a

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manufactured product regardless of the overall composition of the manufactured product. The Company is not required to change its existing standards for materials as long as the applicable Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or relocation of the Company's facilities set forth in 23 CFR 645 and over regulations which allow the Company to furnish materials from company stock set forth in 23 CFR 645.117(e). Company stock materials that do not meet applicable Buy America requirements may not be permanently incorporated into a FAHP funded project. The Company understands and acknowledges that the Agreement may be subject to the requirements of the Buy America law, 23 U.S.C. 313 and applicable regulations, including 23 CFR 635.410, IIJA, BABA, and Federal Highway Administration guidance. The Company must provide certification that all products, permanently incorporated into the project adhere to the Buy America requirements. In lieu of a separate certification, the Company hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions. Products permanently incorporated into the project shall be company certified via signature and submission of the statement of charges (TC69-

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- 008) form. In some circumstances, a waiver of the Buy America requirements may be granted by the FHWA, to be determined on a project-by-project basis.
29. The Cabinet reserves the right in its sole discretion to demand that the Company and all contractors and subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of this agreement. Any authorized services performed, materials used or installed to the satisfaction of the Cabinet before the demand to cease any or all further work shall be paid in accordance with the terms of the section entitled "Responsibilities of the KYTC". The Cabinet shall thereafter authorize the Company in writing to undertake only, reasonable and necessary additional work or services and acquire, expend, use or install only, reasonable and necessary additional materials to reestablish the original use and function of their facility.
30. Effective Date: This Agreement 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.
31. KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after

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- 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.
32. 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.
33. Choice of Law and Forum: This section does not apply to governmental or quasi-governmental entities. This Agreement 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.
34. EEO Requirements: This section does not apply to governmental or quasi-governmental entities. The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Company shall comply with all terms and conditions of the Act.
35. 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 Company by registered or certified mail.

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36. Funding Out Provision: The Cabinet 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 Cabinet shall provide the Company thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.
37. 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.
38. Authorized to do Business in Kentucky: This section does not apply to governmental or quasi-governmental entities. The Company 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.

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39. The Company shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Agreement. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.
40. 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.
41. 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.
42. Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

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43. Invoices for fees: This section does not apply to governmental or quasi-governmental entities. The Company shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.
44. Travel expenses, if authorized: This section does not apply to governmental or quasi-governmental entities. The Company shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this Agreement or authorized in advance and in writing by the Commonwealth. The Company shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.
45. Other expenses, if authorized herein: This section does not apply to governmental or quasi-governmental entities. The Company shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this Agreement 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 Company of valid, itemized statements submitted periodically for payment at the time any fees are due. The Company shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.
46. Purchasing and specifications: This section does not apply to governmental or quasi-governmental entities. The Company certifies that he/she will not attempt in any

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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.

47. Conflict-of-interest laws and principles: This section does not apply to governmental or quasi-governmental entities. The Company 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.
48. Campaign finance: This section does not apply to governmental or quasi-governmental entities. The Company 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 Agreement, 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 Agreement. The Company 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



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campaign finance laws of the Commonwealth, and that the award of a Agreement to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

49. Access to Records: The Cabinet certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The 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 Company 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).
50. 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 Agreement.

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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.

51. Violation of tax and employment laws: KRS 45A.485 requires the Company and all subcontractors performing work under the Agreement to reveal to the Commonwealth any final determination of a violation by the Company 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 Agreement.

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

To comply with KRS 45A.485, the Company and all subcontractors performing work under this Agreement 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.

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A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Company 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. Company 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.

52. 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 Agreement, the Company agrees as follows:

The Company 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 Company 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 Company agrees to provide, upon request, needed reasonable accommodations. The Company 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

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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 Company 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 Company, the Company 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 Company 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 Company's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Company 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 Company 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.

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The Company 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 Company's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part, and the Company 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.

The Company 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 Company 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 Company becomes involved

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in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Company may request the United States to enter into such litigation to protect the interests of the United States.

53. Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law: The Company 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)

54. Boycott Provisions: The Company represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the Agreement 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.

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55. Lobbying Prohibitions: The Company represents that they, and any subcontractor performing work under the Agreement, 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 Company 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.

**The remainder of this page is intentionally left blank.**

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**AGREEMENT EXECUTION**

By the execution of this Agreement, the Parties warrant that they have fully read this Agreement, and agree to the terms and conditions. The Company warrants that the existing water facilities identified have been verified, said facilities must be relocated due to the referenced Cabinet project, and the relocation of said facilities are reimbursable as defined in KRS 177.035. The Cabinet warrants that all reimbursable costs invoiced will be paid as defined herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers.

On the date of 2/8/2024.

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET APPROVALS**

Approval of the Division of Right of Way and Utilities

DocuSigned by:  
SIGNATURE: DM Loy  
2F220AED8361468...  
Division Director

Approval of the Utilities & Rail Branch

DocuSigned by:  
SIGNATURE: [Signature]  
1558FCDE310884B...  
TEBM - Utilities and Rail

DATE: 2/8/2024

Approved Form and Legality

DocuSigned by:  
SIGNATURE: Stacy Elliott  
612C15A8C4C24B0...  
DATE: 2/8/2024  
Office of Legal Services

Approval of Company

DocuSigned by:  
SIGNATURE: craig Miller  
64C882696FD54D6...  
DATE: 2/8/2024  
Division Manager

TITLE: \_\_\_\_\_



Attachment (A)

Updated 2/24/11

ENGINEERING SERVICE CONTRACT

THIS AGREEMENT, made and entered into this the 2<sup>nd</sup> day of Feb., 2024, between Martin County Water & Sewer, (hereinafter called the "Owner"), and Bell Engineering, (hereinafter called the "Engineer").

WITNESSETH:

That for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree and contract as follows: Design, Bidding, Construction Administration and RPR services for water line relocations AS REQUIRED by the Commonwealth of Kentucky Department of Highways relating to the following proposed highway project;

CR 1215- Sester Branch Road @ Middle Fork of Rockcastle Creek  
Martin County Bridge Replacement  
FD55 1100 080 7951102

WHEREAS, the Engineer represents that he has sufficient experienced personnel and equipment to perform and the Owner desires the Engineer to perform the engineering services as required by the Cabinet.

NOW, THEREFORE, in consideration of the mutual undertaking herein contained, the Owner and Engineer agree as follows:

ARTICLE I

GENERAL OBLIGATIONS

1. The Engineer agrees to perform for the Owner, various engineering services in accordance with the requirements of the Owner at such times and places within the Commonwealth of Kentucky, as the Owner may specify.

2. The Engineer shall render diligently and competently all engineering services which shall be necessary or advisable for the expeditious, economical and sound design and construction of the undertaking. The enumeration of specific duties and obligations to be performed by the Engineer hereunder shall not be construed to limit the general undertakings of the Engineer.

3. The Engineer shall furnish, employ and have exclusive control of all persons to be engaged in or about the services performed under this agreement; and shall prescribe and control the means and methods of performing such services by adequate and proper supervision. All persons employed by the Engineer in and about the performance of any such services shall be agents, servants or employees of the Engineer, and neither the Engineer nor any of such agents, servants or employees shall be deemed to be agents, servants or employees of the Owner for any purpose whatsoever; the Engineer being, and at all times acting as, an independent contractor hereunder, and being responsible as an independent contractor to the Owner.

4. The Engineer agrees to furnish all labor, supervision, transportation, engineering tools and equipment and the usual office supplies necessary or desirable for the full and satisfactory performance of the services hereunder.

5. All drawings, plans, specifications and other engineering matter required to be submitted by the Engineer under this agreement shall conform to the applicable practices and instructions as furnished to the Engineer by the Owner.

6. All drawings, plans, specifications, and other engineering matters related to the services rendered hereunder shall be the sole property of the Owner whether or not the work is to be executed, and shall be delivered to it by the Engineer upon request.

7. All work performed under this agreement shall be done in a thorough and workman like manner and in accordance with the latest applicable Industry Code, local and State laws, rules, regulations and orders or regulatory bodies having jurisdiction, and current Owner practices. All work in the field shall be staked and properly marked by the Engineer.

8. The Engineer shall be responsible for coordinating the work hereunder with other utility companies or municipalities where such coordination is necessary.

9. The Engineer shall furnish to the Owner all engineering information, data and drawings required for procuring all necessary or desirable permits, licenses, agreements with respect to crossing of navigable streams and railroads, and with respect to paralleling or crossing of State highways, and with respect to crossings of or encroachments on private property.

10. The Engineer and the Owner shall comply with all applicable statutes pertaining to engineering and the Engineer warrants that he possesses license number 19888 issued to him for the practice of Civil Engineering by the Commonwealth of Kentucky on the 18<sup>th</sup> day of July, 1997

ARTICLE II

AUTHORIZATION OF ENGINEERING SERVICES

1. The Owner will authorize the Engineer to perform engineering services covered by this agreement in advance by means of a Work Order Form or letter of authorization.

2. The Engineer shall have the right to determine the sequence of performing his work pursuant to authorization provided, however, that he shall meet the delivery schedule as set forth by the Work Order.

3. The Owner only shall have the right to cancel or defer the engineering services authorized by this agreement. Advice of cancellation or deferment may be given by telephone.

4. The Owner and the Engineer agree that this contract will not take effect until and unless the terms, conditions and proposed fees have been reviewed and approved in writing by a representative of the Kentucky Department of Highways with the responsibility and authority for making such approval. In the event this contract is not approved by the Department of Highways the Engineer is under no obligation to perform any work under this agreement and the Owner shall not be liable for payment of any fee whatsoever.

### ARTICLE III

#### COMPENSATION

1. The Owner will pay the Engineer, as full compensation for services rendered hereunder, in accordance with Appendix "A" attached hereto and made a part hereof, which sets forth the current Classifications and Rates of the Engineers and services to be provided. Appendix "A" may be revised by mutual agreement of the Owner and the Engineer.

2. The foregoing compensation shall include the use of all drafting instruments, surveyor's transit, equipment needed for the field measurement of angles and distances as well as any computer equipment or office equipment.

3. Corrections necessary to comply with instructions and practices furnished to the Engineer in accordance with Article I, Paragraph 6 shall be made by the Engineer without additional compensation.

4. In the event there is a major change in the scope, character, or complexity of the work to be performed by the Owner, the compensation payable to the Engineer for additional service performed by the Engineer, if any, pursuant to such change shall be determined on the

basis of the rates set forth in Appendix "A" and mutually agreed to by the Owner and the Engineer prior to effecting the change.

5. The Engineer shall keep and maintain such records, accounts, books, documents, papers, invoices and other materials necessary to determine proper billing to the Owner under this agreement and shall make the same available to the Owner for inspection upon its request.

6. Each statement of charges submitted to the Owner should segregate billing according to Work Order number and be itemized in such detail as may be required by the Owner to permit verification of the charges.

#### ARTICLE IV

##### SPECIAL PROVISIONS - HIGHWAYS RELOCATION WORK

In the event the Owner procures the Engineer to perform certain engineering services in conjunction with the relocation of its plant facilities on State & Federal Aid Highway projects, the following conditions shall apply to all work performed in connection therewith.

1. The Engineer shall maintain all books, documents, papers, accounting records and other materials pertaining to the costs incurred on such projects and shall make such material available to the Department and/or the Federal Highway Administration upon request. The Engineer further agrees to maintain such records for a period of three (3) years after the date of final payment from the Department of Highways to the Owner.

2. The scope of work shall be defined in writing on each highway project and the estimated cost of each project shall be computed by multiplying the rates outlined in Appendix "A" by the estimated time required to perform the work.

3. The Engineer shall become familiar with the AASHTO Policy on the Accommodation of Utilities and with the provisions set forth in the State's accommodation policies and procedures and supplements and amendments thereto.

(113)(23)(C)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

ATTESTED:

John D. Prince

By: Stephen H. Caudill  
Stephen H. Caudill, P.E.  
Vice President

By: Jimmy Kerr  
Jimmy Kerr  
Chairman

ATTESTED:

\_\_\_\_\_

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Vice President and duly authorized representative of the firm of Bell Engineering, whose address is 2480 Fortune Drive, Suite 350  
Lexington, Kentucky 40509

That, except as expressly stated and described herein, neither I nor the firm of Bell Engineering, has, in connection with its contact with the Madison County Water District entered into pursuant to provisions of an agreement between the aforementioned utility and the Commonwealth of Kentucky, as part of Federal - Aid Project FD55 1100 080 7951102D.

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona-fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or

(b) agreed, as an express or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or

(c) paid, or agreed to pay, to any firm, company, organization or person, other than a bona-fide employee working solely for me to the aforementioned firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

Neither I nor the principal members of my firm are officers or employees of the utility company nor do we exercise control over the operation of the utility company.

( Statement and explanation of exceptions, if any )

None.

EGL - 009.00

I acknowledge that this certificate is to be furnished to the Department of Highways and the Federal Highway Administration, in connection with the aforementioned project involving participation of Federal-Aid Highway funds, and is subject to applicable State and federal Laws, both criminal and civil.

I certify that the principal members of the Engineering Firm of:

Bell Engineering

are not officers or employees of Martin County Water District

and do not exercise control over the operation of this utility company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President

Title



**APPENDIX A  
ENGINEERING SERVICES RATES**

Bell Engineering	
PERSONNEL CLASSIFICATION	RATE *
Principal V	\$239
Principal IV	\$237
Associate II	\$204
Engineer VI	\$187
Engineer V	\$174
Engineer IV	\$166
Engineer III	\$134
Engineer II	\$110
Engineer I	\$103
Landscape Architect III	\$204
Landscape Architect II	\$130
Landscape Architect I	\$81
Designer/Planner IV	\$130
Designer/Planner III	\$115
Designer/Planner II	\$84
Engineering Tech II	\$73
Engineering Tech I	\$68
Inspector III	\$102
Inspector II	\$99
Draftsman III	\$79
Accountant/Econ III	\$183
Accountant/Econ II	\$138
Accountant/Econ I	\$95
Admin Asst III	\$158
Admin Asst II	\$77
Secretary III	\$80
* Labor rates shall include all fringe and overhead costs.	
MISCELLANEOUS EXPENSES	RATE
Mileage (Local)	Will conform to currently approved KYTC rate.
Prints	At Cost
Postage and Delivery	At Cost
Other Miscellaneous Expenses	At Cost

These rates shall become effective when approved by KYTC.

These rates shall remain in effect until alternative rates are submitted by the consultant and approved by KYTC.

These rates shall remain in effect for a minimum of one year from the date of the consultant's signature.

\_\_\_\_\_  
Signature of Consultant

\_\_\_\_\_  
Date

**APPENDIX "B"**  
**ESTIMATED ENGINEERING CHARGES**  
**ENGINEERING SERVICE CONTRACT**  
**WATER LINE RELOCATION - CR-1215 SESTER BRANCH @ MIDDLE FORK OF ROCKCASTLE CREEK**  
**MARTIN COUNTY, KENTUCKY**

**OWNER:** Martin County Water District  
**ENGINEER:** Bell Engineering  
**PROJECT:** CR 1215 - Sester Branch Road @ Middle Fork of Rockcastle Creek  
 Martin County Bridge Replacement  
 FD55 1100 080 7951102D

**UTILITY TO BE RELOCATED:** Water Line

**ESTIMATED ENGINEERING CHARGES**

A.	Classification	Esitimated No. Hours	Contract Rates	Total
	Preliminary Design and Planning			
	Principal V	0	\$239.00	\$0.00
	Principal IV	1	\$237.00	\$237.00
	Associate II	0	\$204.00	\$0.00
	Engineer VI	0	\$187.00	\$0.00
	Engineer V	0	\$174.00	\$0.00
	Engineer IV	5	\$166.00	\$830.00
	Engineer III	0	\$134.00	\$0.00
	Landscape Architect III	0	\$204.00	\$0.00
	Designer/Planner IV	4	\$130.00	\$520.00
	Designer/Planner III	0	\$115.00	\$0.00
	Designer/Planner II	0	\$84.00	\$0.00
	Engineering Tech II	4	\$73.00	\$292.00
	Inspector III	0	\$99.00	\$0.00
	Draftsman III	0	\$79.00	\$0.00
	Accountant/Econ III	0	\$183.00	\$0.00
	Accountant/Econ II	0	\$138.00	\$0.00
	Accountant/Econ I	0	\$95.00	\$0.00
	Admin Asst III	0	\$158.00	\$0.00
	Admin Asst II	0	\$77.00	\$0.00
	Secretary III	0	\$80.00	\$0.00
	Secretary III	0	\$71.00	\$0.00
	Mileage (\$0.61/mile, miles from Lexington Office to Site and back 230 miles, 1 total trip)			\$140.30
	Subtotal - Labor	14		<u>\$1,879.00</u>

**APPENDIX "B"**  
**ESTIMATED ENGINEERING CHARGES**  
**ENGINEERING SERVICE CONTRACT**  
**WATER LINE RELOCATION - CR-1215 SESTER BRANCH @ MIDDLE FORK OF ROCKCASTLE CREEK**  
**MARTIN COUNTY, KENTUCKY**

OWNER: Martin County Water District  
 ENGINEER: Bell Engineering  
 PROJECT: CR 1215 - Sester Branch Road @ Middle Fork of Rockcastle Creek  
 Martin County Bridge Replacement  
 FD55 1100 080 7951102D

UTILITY TO BE RELOCATED: Water Line

**ESTIMATED ENGINEERING CHARGES**

Classification	Estimated No. Hours	Contract Rates	Total
B. Preparation of Plans, Estimate and Specifications			
1 Perform necessary field work.			
a. Identify existing facilities to be relocated or abandoned.			
b. Perform any additional field work necessary to prepare estimate and plans.			
Principal V	0	\$239.00	\$0.00
Principal IV	1	\$237.00	\$237.00
Associate II	0	\$204.00	\$0.00
Engineer VI	0	\$187.00	\$0.00
Engineer V	0	\$174.00	\$0.00
Engineer IV	8	\$166.00	\$1,328.00
Engineer III	0	\$134.00	\$0.00
Landscape Architect III	0	\$204.00	\$0.00
Designer/Planner IV	0	\$130.00	\$0.00
Designer/Planner III	8	\$115.00	\$920.00
Designer/Planner II	0	\$84.00	\$0.00
Engineering Tech II	0	\$73.00	\$0.00
Inspector III	0	\$99.00	\$0.00
Draftsman III	8	\$79.00	\$632.00
Accountant/Econ III	0	\$183.00	\$0.00
Accountant/Econ II	0	\$138.00	\$0.00
Accountant/Econ I	0	\$95.00	\$0.00
Admin Asst III	0	\$158.00	\$0.00
Admin Asst II	0	\$77.00	\$0.00
Secretary III	0	\$80.00	\$0.00
Secretary III	0	\$71.00	\$0.00
Mileage (\$0.61/mile, miles from Lexington Office to Site and back 230 miles, 1 total trip)			\$140.30
<hr/>			
Subtotal - Labor	25		\$3,117.00

**APPENDIX "B"**  
**ESTIMATED ENGINEERING CHARGES**  
**WATER LINE RELOCATION - CR-1215 SESTER BRANCH @ MIDDLE FORK OF ROCKCASTLE CREEK**  
**MARTIN COUNTY, KENTUCKY**

OWNER: Martin County Water District  
 ENGINEER: Bell Engineering  
 PROJECT: CR 1215 - Sester Branch Road @ Middle Fork of Rockcastle Creek  
 FD55 1100 080 7951102D

UTILITY TO BE RELOCATED: Water Line

**ESTIMATED ENGINEERING CHARGES**

2	Classification	Estimated No. Hours	Contract Rates	Total
	Prepare detailed construction cost estimate and plans.			
	a. Use plan sheets furnished unless otherwise approved by the Department			
	b. Prepare cross sections on all new road crossings			
	c. Show betterment credits if applicable.			
	d. Show sheet totals of major items to be installed and removed/abandoned.			
	Principal V	0	\$239.00	\$0.00
	Principal IV	1	\$237.00	\$237.00
	Associate II	0	\$204.00	\$0.00
	Engineer VI	0	\$187.00	\$0.00
	Engineer V	0	\$174.00	\$0.00
	Engineer IV	4	\$166.00	\$664.00
	Engineer III	0	\$134.00	\$0.00
	Landscape Architect III	0	\$204.00	\$0.00
	Designer/Planner IV	0	\$130.00	\$0.00
	Designer/Planner III	2	\$115.00	\$230.00
	Designer/Planner II	0	\$84.00	\$0.00
	Engineering Tech II	8	\$73.00	\$584.00
	Inspector III	0	\$99.00	\$0.00
	Draftsman III	8	\$79.00	\$632.00
	Accountant/Econ III	0	\$183.00	\$0.00
	Accountant/Econ II	0	\$138.00	\$0.00
	Accountant/Econ I	0	\$95.00	\$0.00
	Admin Asst III	0	\$158.00	\$0.00
	Admin Asst II	0	\$77.00	\$0.00
	Secretary III	0	\$80.00	\$0.00
	Secretary III	0	\$71.00	\$0.00
	Mileage			\$0.00
<b>Subtotal - Labor</b>		<b>23</b>		<b>\$2,347.00</b>

**APPENDIX "B"**  
**ESTIMATED ENGINEERING CHARGES**  
**WATER LINE RELOCATION - CR-1216 SESTER BRANCH @ MIDDLE FORK OF ROCKCASTLE CREEK**  
**MARTIN COUNTY, KENTUCKY**

OWNER: Martin County Water District  
 ENGINEER: Bell Engineering  
 PROJECT: CR 1216 - Sester Branch Road @ Middle Fork of Rockcastle Creek  
 FD55 1100 080 7951102D

UTILITY TO BE RELOCATED: Water Line

**ESTIMATED ENGINEERING CHARGES**

	Classification	Estimated No. Hours	Contract Rates	Total
3	Prepare Specifications.			
	Principal V	0	\$239.00	\$0.00
	Principal IV	2	\$237.00	\$474.00
	Associate II	0	\$204.00	\$0.00
	Engineer VI	0	\$187.00	\$0.00
	Engineer V	0	\$174.00	\$0.00
	Engineer IV	6	\$166.00	\$996.00
	Engineer III	0	\$134.00	\$0.00
	Landscape Architect III	0	\$204.00	\$0.00
	Designer/Planner IV	0	\$130.00	\$0.00
	Designer/Planner III	8	\$115.00	\$920.00
	Designer/Planner II	0	\$84.00	\$0.00
	Engineering Tech II	0	\$73.00	\$0.00
	Inspector III	0	\$99.00	\$0.00
	Draftsman III	0	\$79.00	\$0.00
	Accountant/Econ III	0	\$183.00	\$0.00
	Accountant/Econ II	0	\$138.00	\$0.00
	Accountant/Econ I	0	\$95.00	\$0.00
	Admin Asst III	0	\$158.00	\$0.00
	Admin Asst II	0	\$77.00	\$0.00
	Secretary III	8	\$80.00	\$640.00
	Secretary III	0	\$71.00	\$0.00
	Mileage			\$0.00
<b>Subtotal - Labor</b>		<b>24</b>		<b>\$3,030.00</b>

**APPENDIX "B"**  
**ESTIMATED ENGINEERING CHARGES**  
**WATER LINE RELOCATION - CR-1215 SESTER BRANCH @ MIDDLE FORK OF ROCKCASTLE CREEK**  
**MARTIN COUNTY, KENTUCKY**

**OWNER:** Martin County Water District  
**ENGINEER:** Bell Engineering  
**PROJECT:** CR 1215 - Sester Branch Road @ Middle Fork of Rockcastle Creek  
 FD55 1100 080 7951102D

**UTILITY TO BE RELOCATED:** Water Line

**ESTIMATED ENGINEERING CHARGES**

	Classification	Estimated No. Hours	Contract Rates	Total
4	Submit Plans and application to Regulatory Branch and secure approval. Provide District Utility Agent with a copy of the approval letter.			
	Principal V	0	\$239.00	\$0.00
	Principal IV	1	\$237.00	\$237.00
	Associate II	0	\$204.00	\$0.00
	Engineer VI	0	\$187.00	\$0.00
	Engineer V	0	\$174.00	\$0.00
	Engineer IV	1	\$166.00	\$166.00
	Engineer III	0	\$134.00	\$0.00
	Landscape Architect III	0	\$204.00	\$0.00
	Designer/Planner IV	0	\$130.00	\$0.00
	Designer/Planner III	2	\$115.00	\$230.00
	Designer/Planner II	0	\$84.00	\$0.00
	Engineering Tech II	2	\$73.00	\$146.00
	Inspector III	0	\$99.00	\$0.00
	Draftsman III	0	\$79.00	\$0.00
	Accountant/Econ III	0	\$183.00	\$0.00
	Accountant/Econ II	0	\$138.00	\$0.00
	Accountant/Econ I	0	\$95.00	\$0.00
	Admin Asst III	0	\$158.00	\$0.00
	Admin Asst II	0	\$77.00	\$0.00
	Secretary III	1	\$80.00	\$80.00
	Secretary III	0	\$71.00	\$0.00
	Mileage (\$0.61/mile, miles from Lexington Office to Site and back 230 miles, 1 total trip)			\$140.30
	<b>Subtotal - Labor</b>	<b>7</b>		<b>\$999.30</b>
5	Mileage & Subsistence			\$420.90
	<b>Subtotal - Preparation of Plans, Estimate &amp; Specifications.</b>			<b>\$9,493.30</b>

**APPENDIX "B"**  
**ESTIMATED ENGINEERING CHARGES**  
**WATER LINE RELOCATION - CR-1216 SESTER BRANCH @ MIDDLE FORK OF ROCKCASTLE CREEK**  
**MARTIN COUNTY, KENTUCKY**

**OWNER:** Martin County Water District  
**ENGINEER:** Bell Engineering  
**PROJECT:** CR 1216 - Sester Branch Road @ Middle Fork of Rockcastle Creek  
 FD55 1100 080 7951102D

**UTILITY TO BE RELOCATED:** Water Line

**ESTIMATED ENGINEERING CHARGES**

	Classification	Estimated No. Hours	Contract Rates	Total
C.	Preparation of Bid Proposal			
	1 Prepare Proposal to advertise and award contract.			
	a. Bid solicitation			
	b. Tabulate Bids			
	c. Award of Contract			
	d. When work is made part of road construction, submit reproducible plans, estimate and specifications to District Utility Agent/Engineer in accordance with procedure outlined in Utilities Memorandum No. 6-89.			
	Principal V	0	\$239.00	\$0.00
	Principal IV	2	\$237.00	\$474.00
	Associate II	0	\$204.00	\$0.00
	Engineer VI	0	\$187.00	\$0.00
	Engineer V	0	\$174.00	\$0.00
	Engineer IV	2	\$166.00	\$332.00
	Engineer III	0	\$134.00	\$0.00
	Landscape Architect III	0	\$204.00	\$0.00
	Designer/Planner IV	4	\$130.00	\$520.00
	Designer/Planner III	0	\$115.00	\$0.00
	Designer/Planner II	0	\$84.00	\$0.00
	Engineering Tech II	0	\$73.00	\$0.00
	Inspector III	0	\$99.00	\$0.00
	Draftsman III	2	\$79.00	\$158.00
	Accountant/Econ III	0	\$183.00	\$0.00
	Accountant/Econ II	0	\$138.00	\$0.00
	Accountant/Econ I	0	\$95.00	\$0.00
	Admin Asst III	0	\$158.00	\$0.00
	Admin Asst II	0	\$77.00	\$0.00
	Secretary III	4	\$80.00	\$320.00
	Secretary III	0	\$71.00	\$0.00
	Mileage			\$150.00
<b>Subtotal - Labor</b>		<b>14</b>		<b>\$1,954.00</b>

**APPENDIX "B"**  
**ESTIMATED ENGINEERING CHARGES**  
**WATER LINE RELOCATION - CR-1216 SESTER BRANCH @ MIDDLE FORK OF ROCKCASTLE CREEK**  
**MARTIN COUNTY, KENTUCKY**

OWNER: Martin County Water District  
 ENGINEER: Bell Engineering  
 PROJECT: CR 1215 - Sester Branch Road @ Middle Fork of Rockcastle Creek  
 FD55 1100 080 7961102D

UTILITY TO BE RELOCATED: Water Line

**ESTIMATED ENGINEERING CHARGES**

	Classification	Estimated No. Hours	Contract Rates	Total
2	Coordinate utility relocation with all other utility companies to insure there are no conflicts.			
	Principal V	0	\$239.00	\$0.00
	Principal IV	1	\$237.00	\$237.00
	Associate II	0	\$204.00	\$0.00
	Engineer VI	0	\$187.00	\$0.00
	Engineer V	0	\$174.00	\$0.00
	Engineer IV	2	\$166.00	\$332.00
	Engineer III	0	\$134.00	\$0.00
	Landscape Architect III	0	\$204.00	\$0.00
	Designer/Planner IV	0	\$130.00	\$0.00
	Designer/Planner III	0	\$115.00	\$0.00
	Designer/Planner II	0	\$84.00	\$0.00
	Engineering Tech II	2	\$73.00	\$146.00
	Inspector III	0	\$99.00	\$0.00
	Draftsman III	0	\$79.00	\$0.00
	Accountant/Econ III	0	\$183.00	\$0.00
	Accountant/Econ II	0	\$138.00	\$0.00
	Accountant/Econ I	0	\$95.00	\$0.00
	Admin Asst III	0	\$158.00	\$0.00
	Admin Asst II	0	\$77.00	\$0.00
	Secretary III	0	\$80.00	\$0.00
	Secretary III	0	\$71.00	\$0.00
	Mileage (\$0.61/mile, miles from Lexington Office to Site and back 230 miles, 1 total trip)			\$140.30
	<b>Subtotal - Labor</b>	<b>5</b>		<b>\$715.00</b>
3	Mileage & Subsistence			\$290.30
	<b>Subtotal - Preparation of Bid Proposal</b>			<b>\$2,669.00</b>



**APPENDIX "B"**  
**ESTIMATED ENGINEERING CHARGES**  
**WATER LINE RELOCATION - CR-1215 SESTER BRANCH @ MIDDLE FORK OF ROCKCASTLE CREEK**  
**MARTIN COUNTY, KENTUCKY**

OWNER: Martin County Water District  
 ENGINEER: Bell Engineering  
 PROJECT: CR 1215 - Sester Branch Road @ Middle Fork of Rockcastle Creek  
 FD55 1100 080 7951102D

UTILITY TO BE RELOCATED: Water Line

**ESTIMATED ENGINEERING CHARGES**

D.	Easements	Classification	Estimated No. Hours	Contract Rates	Total
1	Description				
		Principal V	0	\$239.00	\$0.00
		Principal IV	1	\$237.00	\$237.00
		Associate II	0	\$204.00	\$0.00
		Engineer VI	0	\$187.00	\$0.00
		Engineer V	0	\$174.00	\$0.00
		Engineer IV	4	\$166.00	\$664.00
		Engineer III	0	\$134.00	\$0.00
		Landscape Architect III	0	\$204.00	\$0.00
		Designer/Planner IV	0	\$130.00	\$0.00
		Designer/Planner II	4	\$115.00	\$460.00
		Designer/Planner II	0	\$84.00	\$0.00
		Engineering Tech II	0	\$73.00	\$0.00
		Inspector III	0	\$99.00	\$0.00
		Draftsman III	4	\$79.00	\$316.00
		Accountant/Econ III	0	\$183.00	\$0.00
		Accountant/Econ II	0	\$138.00	\$0.00
		Accountant/Econ I	0	\$95.00	\$0.00
		Admin Asst III	0	\$158.00	\$0.00
		Admin Asst II	0	\$77.00	\$0.00
		Secretary III	4	\$80.00	\$320.00
		Secretary III	0	\$71.00	\$0.00
		Mileage (\$0.61/mile, miles from Lexington Office to Site and back 230 miles, 1 total trips)			\$140.30
<b>Subtotal - Labor</b>			<b>17</b>		<b>\$1,997.00</b>

**APPENDIX "B"**  
**ESTIMATED ENGINEERING CHARGES**  
**WATER LINE RELOCATION - CR-1215 SESTER BRANCH @ MIDDLE FORK OF ROCKCASTLE CREEK**  
**MARTIN COUNTY, KENTUCKY**

**OWNER:** Martin County Water District  
**ENGINEER:** Bell Engineering  
**PROJECT:** CR 1215 - Sester Branch Road @ Middle Fork of Rockcastle Creek  
 FD55 1100 080 7951102D

**UTILITY TO BE RELOCATED:** Water Line

**ESTIMATED ENGINEERING CHARGES**

	Classification	Estimated No. Hours	Contract Rates	Total
2	Accompanying Easement Exhibits and Description			
	Principal V	0	\$239.00	\$0.00
	Principal IV	1	\$237.00	\$237.00
	Associate II	0	\$204.00	\$0.00
	Engineer VI	0	\$187.00	\$0.00
	Engineer V	0	\$174.00	\$0.00
	Engineer IV	2	\$166.00	\$332.00
	Engineer III	0	\$134.00	\$0.00
	Landscape Architect III	0	\$204.00	\$0.00
	Designer/Planner IV	0	\$130.00	\$0.00
	Designer/Planner III	0	\$115.00	\$0.00
	Designer/Planner II	0	\$84.00	\$0.00
	Engineering Tech II	4	\$73.00	\$292.00
	Inspector III	0	\$99.00	\$0.00
	Draftsman III	0	\$79.00	\$0.00
	Accountant/Econ III	0	\$183.00	\$0.00
	Accountant/Econ II	0	\$138.00	\$0.00
	Accountant/Econ I	0	\$95.00	\$0.00
	Admin Asst III	0	\$158.00	\$0.00
	Admin Asst II	0	\$77.00	\$0.00
	Secretary III	0	\$80.00	\$0.00
	Secretary III	0	\$71.00	\$0.00
	Mileage			\$0.00
<b>Subtotal - Labor</b>		<b>7</b>		<b>\$861.00</b>

**APPENDIX "B"**  
**ESTIMATED ENGINEERING CHARGES**  
**WATER LINE RELOCATION - CR-1215 SESTER BRANCH @ MIDDLE FORK OF ROCKCASTLE CREEK**  
**MARTIN COUNTY, KENTUCKY**

OWNER: Marlin County Water District  
 ENGINEER: Bell Engineering  
 PROJECT: CR 1215 - Sester Branch Road @ Middle Fork of Rockcastle Creek  
 FD55 1100 080 7951102D

UTILITY TO BE RELOCATED: Water Line

**ESTIMATED ENGINEERING CHARGES**

3	Classification	Estimated No. Hours	Contract Rates	Total
	Field work if required.			
	Principal V	0	\$239.00	\$0.00
	Principal IV	1	\$237.00	\$237.00
	Associate II	0	\$204.00	\$0.00
	Engineer VI	0	\$187.00	\$0.00
	Engineer V	0	\$174.00	\$0.00
	Engineer IV	0	\$166.00	\$0.00
	Engineer III	0	\$134.00	\$0.00
	Landscape Architect III	0	\$204.00	\$0.00
	Designer/Planner IV	0	\$130.00	\$0.00
	Designer/Planner III	10	\$115.00	\$1,150.00
	Designer/Planner II	0	\$84.00	\$0.00
	Engineering Tech II	10	\$73.00	\$730.00
	Inspector III	0	\$99.00	\$0.00
	Draftsman III	0	\$79.00	\$0.00
	Accountant/Econ III	0	\$183.00	\$0.00
	Accountant/Econ II	0	\$138.00	\$0.00
	Accountant/Econ I	0	\$95.00	\$0.00
	Admin Asst III	0	\$158.00	\$0.00
	Admin Asst II	0	\$77.00	\$0.00
	Secretary III	0	\$80.00	\$0.00
	Secretary II	0	\$71.00	\$0.00
	Mileage (\$0.61/mile, miles from Lexington Office to Site and back 230 miles, 1 total trips)			\$140.30
	<b>Subtotal - Labor</b>	<b>21</b>		<b>\$2,117.00</b>
4	Mileage & Subsistence			\$280.60
	<b>Subtotal - Right of Way/Easements</b>			<b>\$4,975.00</b>

**APPENDIX "B"**  
**ESTIMATED ENGINEERING CHARGES**  
**WATER LINE RELOCATION - CR-1216 SESTER BRANCH @ MIDDLE FORK OF ROCKCASTLE CREEK**  
**MARTIN COUNTY, KENTUCKY**

OWNER: Martin County Water District  
 ENGINEER: Bell Engineering  
 PROJECT: CR 1215 - Sester Branch Road @ Middle Fork of Rockcastle Creek  
 FD55 1100 080 7951102D

UTILITY TO BE RELOCATED: Water Line

**ESTIMATED ENGINEERING CHARGES**

	Classification	Estimated No. Hours	Contract Rates	Total
E.	Construction Contract Administration (30 Calendar Days / 21 Working Days)			
1	Perform field staking as specified in contract.			
	Principal V	0	\$239.00	\$0.00
	Principal IV	0	\$237.00	\$0.00
	Associate II	0	\$204.00	\$0.00
	Engineer VI	0	\$187.00	\$0.00
	Engineer V	0	\$174.00	\$0.00
	Engineer IV	0	\$166.00	\$0.00
	Engineer III	0	\$134.00	\$0.00
	Landscape Architect III	0	\$204.00	\$0.00
	Designer/Planner IV	0	\$130.00	\$0.00
	Designer/Planner III	10	\$115.00	\$1,150.00
	Designer/Planner II	0	\$84.00	\$0.00
	Engineering Tech II	10	\$73.00	\$730.00
	Inspector III	0	\$99.00	\$0.00
	Draftsman III	0	\$79.00	\$0.00
	Accountant/Econ III	0	\$183.00	\$0.00
	Accountant/Econ II	0	\$138.00	\$0.00
	Accountant/Econ I	0	\$95.00	\$0.00
	Admin Asst III	0	\$158.00	\$0.00
	Admin Asst II	0	\$77.00	\$0.00
	Secretary III	9	\$80.00	\$720.00
	Secretary III	0	\$71.00	\$0.00
	Mileage (\$0.61/mile, miles from Lexington Office to Site and back 230 miles, 2 total trips)			\$280.60
<b>Subtotal - Labor</b>		<b>29</b>		<b>\$2,600.00</b>

**APPENDIX "B"**  
**ESTIMATED ENGINEERING CHARGES**  
**WATER LINE RELOCATION - CR-1215 SESTER BRANCH @ MIDDLE FORK OF ROCKCASTLE CREEK**  
**MARTIN COUNTY, KENTUCKY**

**OWNER:** Martin County Water District  
**ENGINEER:** Bell Engineering  
**PROJECT:** CR 1215 - Sester Branch Road @ Middle Fork of Rockcastle Creek  
 FD65 1100 080 7951102D

**UTILITY TO BE RELOCATED:** Water Line

**ESTIMATED ENGINEERING CHARGES**

2	Classification	Estimated No. Hours	Contract Rates	Total
	Perform resident inspection as specified in contract, (30 Calendar Days / 8 working Days)			
	Principal V	0	\$239.00	\$0.00
	Principal IV	0	\$237.00	\$0.00
	Associate II	0	\$204.00	\$0.00
	Engineer VI	0	\$187.00	\$0.00
	Engineer V	0	\$174.00	\$0.00
	Engineer IV	0	\$166.00	\$0.00
	Engineer III	0	\$134.00	\$0.00
	Landscape Architect III	0	\$204.00	\$0.00
	Designer/Planner IV	0	\$130.00	\$0.00
	Designer/Planner III	0	\$115.00	\$0.00
	Designer/Planner II	0	\$84.00	\$0.00
	Engineering Tech II	0	\$73.00	\$0.00
	Inspector III	85	\$99.00	\$8,415.00
	Draftsman III	0	\$79.00	\$0.00
	Accountant/Econ III	0	\$183.00	\$0.00
	Accountant/Econ II	0	\$138.00	\$0.00
	Accountant/Econ I	0	\$95.00	\$0.00
	Admin Asst III	0	\$158.00	\$0.00
	Admin Asst II	0	\$77.00	\$0.00
	Secretary III	0	\$80.00	\$0.00
	Secretary III	0	\$71.00	\$0.00
	Mileage (\$0.61/mile, miles from Inspector to arrive at Site and back 230 miles, 7 total trips)			\$982.10
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	Subtotal - Labor	85		\$8,415.00

**APPENDIX "B"**  
**ESTIMATED ENGINEERING CHARGES**  
**WATER LINE RELOCATION - CR-1216 SESTER BRANCH @ MIDDLE FORK OF ROCKCASTLE CREEK**  
**MARTIN COUNTY, KENTUCKY**

OWNER: Martin County Water District  
 ENGINEER: Bell Engineering  
 PROJECT: CR 1216 - Sester Branch Road @ Middle Fork of Rockcastle Creek  
 FD55 1100 080 7951102D

UTILITY TO BE RELOCATED: Water Line

**ESTIMATED ENGINEERING CHARGES**

3	Classification	Estimated No. Hours	Contract Rates	Total
	Process Billings (30 Calendar Days / 7 Working Days)			
	a. Current billings			
	b. Final billing including submission of one (1) set of as-built plans			
	Principal V	0	\$239.00	\$0.00
	Principal IV	2	\$237.00	\$474.00
	Associate II	0	\$204.00	\$0.00
	Engineer VI	0	\$187.00	\$0.00
	Engineer V	0	\$174.00	\$0.00
	Engineer IV	2	\$166.00	\$332.00
	Engineer III	0	\$134.00	\$0.00
	Landscape Architect III	0	\$204.00	\$0.00
	Designer/Planner IV	0	\$130.00	\$0.00
	Designer/Planner III	8	\$115.00	\$920.00
	Designer/Planner II	0	\$84.00	\$0.00
	Engineering Tech II	0	\$73.00	\$0.00
	Inspector III	4	\$99.00	\$396.00
	Draftsman III	8	\$79.00	\$632.00
	Accountant/Econ III	0	\$183.00	\$0.00
	Accountant/Econ II	0	\$138.00	\$0.00
	Accountant/Econ I	0	\$95.00	\$0.00
	Admin Asst III	0	\$158.00	\$0.00
	Admin Asst II	0	\$77.00	\$0.00
	Secretary III	0	\$80.00	\$0.00
	Secretary III	0	\$71.00	\$0.00
	Mileage			\$0.00
	<b>Subtotal - Labor</b>	<b>24</b>		<b>\$2,754.00</b>
4	Mileage & Subsistence			\$1,262.70
	<b>Subtotal - Construction Contract Administration</b>			<b>\$13,769.00</b>

**APPENDIX "B"**  
**ESTIMATED ENGINEERING CHARGES**  
**WATER LINE RELOCATION - CR-1216 SESTER BRANCH @ MIDDLE FORK OF ROCKCASTLE CREEK**  
**MARTIN COUNTY, KENTUCKY**

OWNER: Marlin County Water District  
 ENGINEER: Bell Engineering  
 PROJECT: CR 1216 - Sester Branch Road @ Middle Fork of Rockcastle Creek  
 FD55 1100 080 7951102D

UTILITY TO BE RELOCATED: Water Line

**ESTIMATED ENGINEERING CHARGES**

		Estimated No. Hours	Total
<b>WATER LINE CONSTRUCTION (INSIDE HIGHWAY CONSTRUCTION CONTRACT)</b>			
A.	Preliminary Design and Planning	14	\$1,879.00
	Subtotal - Preliminary Design and Planning		<u>\$1,879.00</u>
B.	<b>Preparation of Plans, Estimate and Specifications</b>		
	1 Perform necessary field work.	25	\$3,117.00
	2 Prepare detailed construction cost estimate and plans.	23	\$2,347.00
	3 Prepare Specifications.	24	\$3,030.00
	4 Submittal/Approval of Plans with Division of Water	7	\$999.30
	5 Mileage & Subsistence		\$420.90
	Subtotal - Preparation of Plans, Estimate & Specifications	79	<u>\$9,914.20</u>
C.	<b>Preparation of Bid Proposal</b>		
	1 Prepare Proposal to advertise and award contract.	14	\$1,954.00
	2 Coordinate utility relocation with all other utility companies.	5	\$715.00
	Subtotal - Preparation of Bid Proposal	19	<u>\$2,669.00</u>
D.	<b>Right of Way/Easements</b>		
	1 Description	17	\$1,997.00
	2 Accompanying Easement Exhibits	7	\$861.00
	3 Field work if required.	21	\$2,117.00
	4 Mileage & Subsistence		\$280.60
	Subtotal - Right of Way/Easements	45	<u>\$5,255.60</u>
E.	<b>Construction Contract Administration (275 Calendar Days / 196 Working Days)</b>		
	1 Perform field staking as specified in contract.	29	\$2,600.00
	2 Perform resident inspection as specified in contract.	85	\$8,415.00
	3 Process Billings (Including Shop Drawings, General Engineering, Final Inspection, Record Drawings)	24	\$2,754.00
	4 Mileage & Subsistence		\$1,262.70
	Subtotal - Construction Contract Administration	138	<u>\$15,031.70</u>
<b>TOTAL</b>			<u><u>\$34,749.50</u></u>

**SUMMARY OF COSTS  
BASIC ENGINEERING SERVICES**

A.	Preliminary Engineering	\$1,879.00
B.	Design Engineering	\$9,493.30
C.	Bid Proposal	\$2,669.00
D.	Easements	\$4,975.00
E.	Construction Contract Administration	\$2,754.00

( 1 )	<b>SUBTOTAL</b>	\$21,770.30
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**NOT INCLUDED IN BASIC SERVICES**

*(E)	Perform Field Staking (Construction Stake Out)	\$2,600.00
*(E)	Inspect (Resident Inspection)	\$8,415.00
*(D)	Right-of-Way Negotiations - enter amount	\$2,500.00
*(B)	Subsurface Exploration - enter amount	\$1,000.00

<b>SUBTOTAL</b>	\$14,515.00
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**DIRECT LABOR COSTS**

Mileage (see break down on previous sheet)	\$1,964.20
Meals	\$196.42
Reproductions - enter amount	\$2,000.00

<b>SUBTOTAL</b>	\$4,160.62
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<b>BASIC ENGINEERING SERVICES</b>	\$21,770.30
<b>NOT INCLUDED IN BASIC ENGINEERING SERVICES = *(E) + *(E) + *(D) + *(B)</b>	\$14,515.00
<b>DIRECT LABOR COSTS</b>	\$4,160.62

<b>TOTAL ENGINEERING COSTS</b>	\$40,445.92
--------------------------------	-------------

( 2 )	Preliminary Opinion of Probable Construction Cost - enter amount	\$70,000.00
( 1 )	Basic Engineering Services	\$21,770.30

Basic Eng Services / Prelim. Opinion of Probable Construction Cost =	31.1%
--	-------

**NOTE: INCLUDE WITH ENGINEERING SERVICES CONTRACT**

Mileage from Lexington Office to Site: 115 Miles





Lexington, KY | 859.278.5412  
 Hopkinsville, KY | 270.886.5466  
 Somerset, KY | 606.485.4011

**OPINION OF PROBABLE PROJECT COST**

Project: Water Line Relocate Selsar Branch

Client: Marlin County

Date: November 2023

Contract No.: 113

Est. By: ZKH

Checked By: SHC

No Design Completed

Preliminary

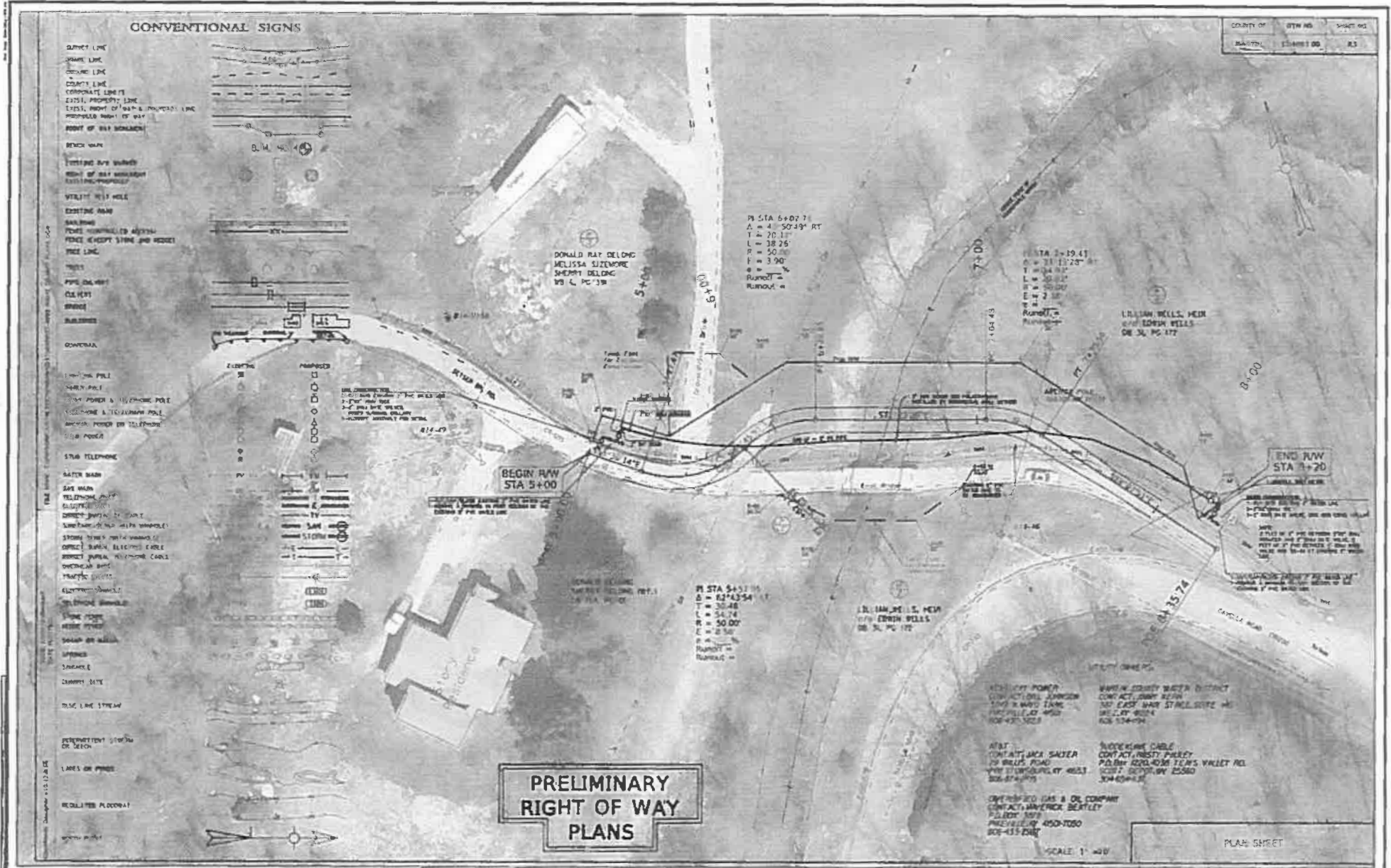
Final Design

SHEET:

OF:

Drawing No.:

ITEM NO.	ITEM DESCRIPTION	QUANTITY		PRICE		TOTAL COST
		NO.	UNIT	PER UNIT	TOTAL	
<b>CONSTRUCTION</b>						
<b>WATER</b>						
	2-Inch SDR 17 PVC Pipe, Furnished, Trenching, Bedding, Laying, Backfilling, Ductile Iron, Mechanical Joint Fittings and Copper Tracer Wire, Unclassified Excavation, Complete	65	LF	\$25	\$1,625	\$1,625
	Mobilization / Demobilization	1	EA	\$10,000	\$10,000	\$10,000
	Cut and Tie into Existing 2-Inch PVC, Complete	2	EA	\$2,000	\$4,000	\$4,000
	Blowoff Assembly, Furnish and Install, Unclassified Excavation, Complete	1	EA	\$3,000	\$3,000	\$3,000
	Test Meter Assembly	1	EA	\$3,225	\$3,225	\$3,225
	Line Marker, Furnish and Install, Complete	3	EA	\$150	\$450	\$450
	2-Inch Mechanical Joint Resilient Seated Gate Valve and Box, Including Concrete Valve Box Collar, Furnished and Installed, Unclassified Excavation, Complete	3	EA	\$2,500	\$7,500	\$7,500
	3-Inch Class 250 Polyethylene Pipe Installed by Directional Drill, Including Transition Fittings, Complete	335	LF	\$120	\$40,200	\$40,200
<b>SUBTOTAL WATER</b>						<b>\$70,000</b>
<b>CONSTRUCTION CONTINGENCY</b>						<b>\$7,000</b>
<b>TOTAL OPINION OF PROBABLE CONSTRUCTION COST</b>						<b>\$77,000</b>



**PRELIMINARY  
RIGHT OF WAY  
PLANS**

REVISION	DATE	BY	REVISION

GRAPHIC SCALE  
SCALE: 1" = 20'

ALL INFORMATION IS THE PROPERTY OF THE ENGINEER AND SHALL BE KEPT IN CONFIDENCE. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

**bell**  
Lexington, KY 6066 878-4443  
Hendersonville, KY 6102 458-6444  
Spartanburg, SC 7693 452-5881

WATER LINE RELOCATION  
SETSER BRANCH ROAD  
MARTIN COUNTY WATER DISTRICT  
MARTIN COUNTY, KENTUCKY

WATER LINE REPLACEMENT

CONTRACT NO.	111-25-02
DATE	FEBRUARY 2002
SHEET NO.	02 OF 02



# Commonwealth of Kentucky CONTRACT

**Document Number:** SC 128 2500000022 **Version:** 1

Record Date:

**Document Description:** MARTIN COUNTY 40 EAST AML WSRP

**Cited Authority:** KRS45A.690(1)(D)11  
Other Agreements-Not MOA

Reason for Modification:

**Issuer Contact:**

Name: Beth Wilson

Phone: 502-782-6805

E-mail: SaraBeth.Wilson@ky.gov

<b>Vendor Name:</b>	<b>Vendor No.</b>	KY0078959
MARTIN COUNTY WATER DISTRICT	<b>Vendor Contact</b>	
MARTIN COUNTY 40 EAST WSRP	Name:	CASSANDRA MOORE
387 E MAIN STREET	Phone:	6062983885
SUITE 140	E-mail:	CMOORE@ALLIANCEWATER.COM
INEZ KY 41224		

**Effective From:** 2024-09-01 **Effective To:** 2028-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		MARTIN COUNTY 40 EAST WSRP	\$0.000000	\$860,000.00	\$860,000.00

**Extended Description:**

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.

Shipping Information:	Billing Information:
Division of Abandoned Mine Lands 300 Sower Blvd, 2nd Floor	Division of Abandoned Mine Lands 300 Sower Blvd, 2nd Floor
Frankfort KY 40601	Frankfort KY 40601

<b>TOTAL CONTRACT AMOUNT</b>	<b>\$860,000.00</b>
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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](mailto: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](mailto:cmay@alliancewater.com)**

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

Jim Cable, Director

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
<b>Total Direct Charges</b>	<b>\$860,000.00</b>	<b>\$0.00</b>	<b>\$860,000.00</b>
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
<b>Total</b>	<b>\$860,000.00</b>	<b>\$0.00</b>	<b>\$860,000.00</b>
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](mailto:jordan.montgomery@ky.gov), [deanne.hagedorn@ky.gov](mailto:deanne.hagedorn@ky.gov), and [phil.bowling@ky.gov](mailto: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](mailto:jordan.montgomery@ky.gov), [deanne.hagedorn@ky.gov](mailto:deanne.hagedorn@ky.gov), and [phil.bowling@ky.gov](mailto: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](http://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/](http://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](http://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](http://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](http://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](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